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THIS LICENCE is made on 03/06/2011

BETWEEN



#### EXPLANATORY AND WARNING NOTES

This Licence is granted simply in order to enable the Guardian to provide security services for the Premises for and on behalf of the Licensor (which has agreed with the Owner to arrange for the protection of the Premises) – and for no other purpose.

This Licence allows the Guardian to share occupation of the Premises. It does not give the Guardian any entitlement to exclusive use or enjoyment of any part of the Premises. The Premises will be shared by the Guardian with other persons chosen by the Licensor from time to time. The various occupiers will have to decide between themselves how to share the Premises and this may result in the occupiers moving around and using different parts of the Premises.

This Licence is granted on a temporary basis only. It does not give the Guardian any definite, fixed, guaranteed or minimum period of occupation of the Premises.

This Licence does not create a tenancy: see *A G Securities Limited v Vaughan* [1990] 1 AC 417, a decision of the House of Lords. This means that the Guardian must leave the Premises immediately this Licence comes to an end.

*The Guardian should not sign this Licence unless he/she has read it fully, understood it, and agrees to all of its terms.*

*If the Guardian has any questions or wishes to discuss anything concerning the terms or legal effect of this Licence before signing it, the Guardian (i) should take independent legal advice and/or (ii) is invited to contact the Licensor's Solicitors. Details of the Licensor's solicitors are given below.*

IT IS AGREED as follows:

#### 1 DEFINITIONS AND INTERPRETATIONS

##### 1.1 Definitions

In this Licence the following words and expressions have the meaning specified:

"Accessways" the roads paths entrance halls corridors lifts and staircases of the Premises and those that the Licensor may from time to time designate on [ ] notice to the Guardian

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**"Authorisation Agreement"** the agreement dated [ ] entered into between the Licensor and the Owner of the Premises for the purpose of providing Guardian Services for the Premises

**"Authorised Use"** the non-exclusive and shared occupation by the Guardian of the Premises for the purpose of providing Guardian Services

**"Guardian Services"** the provision of residential security for the Premises to secure the same against trespassers and protect them from damage.

**"LicenceFee"** £ 270 per month in advance subject to clause 4.1.2

**"Licence Period"** the period from the date of this Licence until the date on which the permission given to the Guardian under clause 3 is determined in accordance with clause 6.1

**"Plan"** the plan annexed to this Licence

**"Planning Acts"** the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning and Compensation Act 1991 and any future legislation of a similar nature

**"Owner"** the owner of the Premises who has authorised the Licensor to grant licences under the terms of the Authorisation Agreement

## 1.2 Interpretation

References generally to persons include firms companies and corporations whether incorporated or not and vice versa.

References to a particular statute or part of it ("statutory reference") are to that statutory reference as it may have been extended modified amended or re-enacted at the date upon which its construction is relevant for the purposes of this Licence and not as originally enacted or as at the date of this Licence.

References generally to statutes include derivative legislation and any regulation or other legislation of the European Union that is directly applicable in England and Wales and includes existing statutes and those that come into effect while this Licence subsists.

Any reference to Value Added Tax includes any tax of a similar nature which may be substituted for or levied in addition to it.

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The headings above the clauses and the contents pages of this Licence are for reference only and do not affect its construction.

Any reference to a clause or schedule without further designation is a reference to a clause or schedule of this Licence.

Any reference to the consent of the Licensor is a reference to the Licensor's prior written consent (an oral consent not being sufficient for the purposes of this Licence) and, further, in all instances consent may be given or refused, or granted subject to conditions, in the Licensor's absolute and unfettered discretion.

## **2 RECITALS**

- A This Licence is entered into pursuant to the Authorisation Agreement.
- B The purpose of this Licence is to give the Guardian access to, and temporary, non-exclusive use and occupation of, the Premises for the purpose of providing Guardian Services only.
- C The Licensor has no power to grant exclusive possession or a tenancy of the Premises or any part thereof but is entitled to grant licences on a temporary non-exclusive basis and this Licence will not grant exclusive possession.
- D In relation to its entry into this Licence, the Licensor is not the agent of the Owner. This Licence is made between the Licensor and the Guardian only. The Owner is not bound by it.

## **3 THE LICENCE**

The Licensor gives the Guardian a personal (and non-transmissible) permission for the Licence Period in common with the Licensor and all others authorised by the Licensor:

- 3.1 to use the Premises for the Authorised Use (and no other purpose) on a shared basis with such other persons as the Licensor may install from the time; and
- 3.2 to use the Accessways for access to and egress from the Premises.

For the avoidance of doubt, the permission given to the Guardian is non-exclusive. The Guardian has no right to the exclusive use of the whole or any particular part of the Premises. The Guardian must share the Premises with other persons chosen and installed by the Licensor from time to time (whether before or after the date of this Licence). Those persons must decide how to share the Premises between themselves (as to which see further clause 5).

## **4 GUARDIAN'S OBLIGATIONS**

The Guardian agrees and promises with the Licensor as follows:

- 4.1 **Licence fee outgoings**
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4.1.1 The Guardian will pay the Licence Fee together with any VAT to the Licensor in advance on the first day of each month, the first payment or a due proportion apportioned on a daily basis to be made on the date of this Licence.

4.1.2 The Licensor may change the level of the Licence Fee at any time with effect from the beginning of a calendar month on giving the Guardian at least 6 weeks' prior notice however any such change may not take effect during the first three months from the date of this Licence. (For the avoidance of doubt, nothing in this clause 4.1.2 is to be taken as any indication that the permission granted by this Licence will necessarily subsist for any minimum period (whether 3 months or otherwise).)

4.1.3

#### 4.2 **Authorised Use**

The Guardian will not use the Premises for any purpose other than the Authorised Use and will use the Premises in a reasonable and proper manner.

#### 4.3 **Condition of property**

The Guardian will keep the Premises clean and tidy and clear of rubbish and leave them in at least as good a condition as at the commencement of this Licence [as evidenced by the attached schedule of condition] and otherwise clean and tidy and free of the Guardian's personal items at the end of the Licence Period.

#### 4.4 **Guardian Services and occupancy**

4.4.1 The Guardian will at all times during the Licence Period provide Guardian Services at the Premises and as an ancillary requirement of this the Guardian shall at all reasonable times use as living accommodation the Premises or (if not the whole) such part or parts of the Premises as the Licensor may by notice designate from to time as being available for the shared residential use of the Guardian and any other persons installed in the Premises by the Licensor (as to whom see clause 5).

4.4.2 The Guardian must inform the Licensor as soon as possible but in any case before the end of the third day if he/she is, or proposes to be absent, from the Premises for a period of more than consecutive 3 days during the Licence Period.

4.4.3 The Guardian must in advance inform the Licensor in writing if he/she proposes to be absent from the Premises for more than 14 consecutive days during the Licence Period and the Licensor may install any other person at the Premises in place of the Guardian until the Guardian returns from such absence.

#### 4.5 **Trespassers**

4.5.1 If at any time during the Licence Period the Guardian becomes aware of or has any reason to believe that any person other than:-

a the Guardian;

b any guest of the Guardian with the consent of the Licensor (as to which see clause 4.6.3);

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- c any fellow occupier installed in the Premises by the Licensor and with whom the Guardian is required to share the Premises (as to which see clause 5);
- d the Licensor or any employee or agent of the Licensor or person acting on the Licensor's behalf; or
- e the Owner or any employee or agent of the Owner or person acting on the Owner's behalf,

is present on or has been present on any part of the Premises then the Guardian shall immediately inform the Licensor of this occurrence.

- 4.5.2 If any occurrence under clause 4.5.1 is such as to place any part of the Premises or any property on it at any risk of damage or any person at risk of injury then the Guardian shall as well as immediately informing the Licensor immediately inform the appropriate emergency service(s).

#### 4.6 **Prohibition of access by third parties**

4.6.1. The Guardian will not permit any third party (except the Owner or any person acting on the Owner's behalf or authorised by the Owner) access to the Premises or any part of the Premises for any reason without the consent of the Licensor.

4.6.2. For the avoidance of doubt, nothing in clause 4.6.1 entitles the Guardian at any time to exclude or seek to exclude from the Premises or any part thereof: (i) the Licensor; (ii) any person authorised by the Licensor; (iii) any fellow occupier and sharer of the Premises installed by the Licensor from time to time (as to which see clause 5). The Guardian shall at no time refuse, or attempt to refuse, access to and use of the Premises.

4.6.3 Subject to clause 4.6.5, the Guardian will not permit any more than 2 guests to visit the Guardian at the Premises at any one time and, further, will obtain the consent of the Licensor in relation to any such visits.

4.6.4. The Guardian will not permit any guest to stay overnight at the Premises.

4.6.5. The Guardian will not at any time invite or allow any person under 18 years of age into the Premises.

#### 4.7 **Alterations**

4.7.1 The Guardian will not carry out any alterations or make any additions to the Premises.

4.7.2 The Guardian will not remove deface or obstruct from vision any sign poster sticker display or similar item placed anywhere at the Premises without the consent of the Licensor.

#### 4.8 **Accessways**

The Guardian will not obstruct the Accessways or make them dirty or untidy or leave any rubbish on them.

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**4.9 Signs and notices**

The Guardian will not display any signs or notices at the Premises without the consent of the Licensor.

**4.10 Nuisance**

The Guardian will not use or permit to be used the Premises or the Accessways in any illegal way or in such a way as to cause any nuisance damage disturbance annoyance inconvenience or interference to the Premises or any adjoining or neighbouring property or to the Licensor's other occupiers or users of the Premises (including any persons installed in the Premises by the Licensor from time to time, as to which see clause 5) or the owners or occupiers of any adjoining or neighbouring property.

**4.11 Damage**

4.11.1 The Guardian will bear the cost of any loss or damage to the Premises incurred during the continuance of this Licence providing the Licensor is able to demonstrate that any such loss or damage is attributable to any act or omission on the part of the Guardian or any person or persons who are present at or in the vicinity of the Premises on the Guardian's behalf or with the Guardian's consent.

4.11.2 The Guardian shall report to the Licensor verbally immediately after discovery and as soon as reasonably possible thereafter confirm in writing the occurrence of any damage to or defect in the Premises.

4.11.3 Nothing in this clause 4.11 shall affect the Guardian's obligations in clauses 4.15 & 4.23.

**4.12 Statutory requirements**

The Guardian will not do or permit to be done anything that constitutes a breach of any statutory requirement affecting the Premises.

**4.13 Tax**

The Guardian will be liable for all lawfully demanded taxes including Council Tax levied as a result of its provision of Guardian Services or occupation of the Premises.

**4.14 Insurance**

The Guardian will not do or permit to be done anything which may render void or voidable any insurance effected in respect of the Premises from time to time.

**4.15 Indemnity**

In addition to the indemnity given in clause 4.24.3, the Guardian will keep the Licensor indemnified against all liabilities incurred by the Licensor all damage and loss suffered by the Licensor all damages compensation and penalties awarded against the Licensor all claims demands actions and proceedings made or brought against the Licensor and all costs disbursements and expenses incurred by the Licensor arising directly or indirectly out of any act or omission of the Guardian or any persons in the

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Premises expressly or impliedly with the Guardian's authority or as a consequence of any breach or non-performance of the obligations contained in this Licence and on the part of the Guardian to be observed and performed.

**4.16 Rules and regulations**

The Guardian will observe all rules and regulations which the Licensor makes and notifies to the Guardian in writing from time to time relating to the use by the Guardian of the Premises or the Accessways.

**4.17 Licensor's costs**

On or before the date hereof the Guardian will pay the Licensor's legal and surveyor's costs and disbursements and any Value Added Tax thereon in relation to the grant of this Licence.

**4.18 Licensor's rights**

The Guardian will not in any way impede the Licensor or the Owner and all others authorised in relation to the exercise of the Licensor's rights to use and access or (as the case may be) the Owner's rights of possession and control of the Premises and every part of the Premises.

**4.19 Interest**

Without prejudice to any other rights of the Licensor the Guardian will pay to the Licensor interest on any sums due under this Licence from the Guardian to the Licensor which are not paid within seven days of the due date, such interest to be paid for the period from the due date to the date of payment and to accrue at the rate of four per cent per annum above the base lending rate from time to time of Royal Bank of Scotland plc.

**4.20 Ancillary residential occupation**

4.20.1 The Guardian shall ensure that personal items, such as clothing, kitchen utensils, books, a bed with bedclothes, a table and chairs and all other necessary items to show that the Guardian is in occupation of the Premises are in place and are kept and maintained until this Licence comes to an end.

4.20.2 The Guardian shall not keep or allow to be present at the Premises any animal without the consent of the Licensor.

4.20.3 The Guardian shall at all times keep the Premises in a neat and tidy condition and regularly put out refuse bags for collection at the appropriate times and should the Guardian fail to carry out its obligations in this clause to the reasonable satisfaction of the Licensor then the Licensor or its agent may do so on the Guardian's behalf and the cost of this shall be recoverable by the Licensor from the Guardian as a debt.

**4.21 Keys**

4.21.1 The Guardian acknowledges that he has been given a key in order to access the Premises and that the key and any other keys provided by the Licensor will at all times

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remain the property of the Licensor and the Owner and agrees that on the determination of this Licence all keys shall be immediately returned to the Licensor.

- 4.21.2 The Guardian will not make any copies of the key or change the locks to the Premises without the consent of the Licensor.

- 4.21.3 If the key and/or any lock is mislaid or broken the Guardian shall inform the Licensor without delay and the Licensor or his agent may where reasonably necessary arrange for the lock to be broken and/or replaced and should this be necessary due to the act or default of the Guardian the Guardian shall indemnify the Licensor for the cost of doing so.

4.22 **Goods**

The Guardian will not remove any goods contents stock machinery equipment or similar from the Premises without the consent of the Licensor.

4.23 **No representations**

The Guardian will not make any statement or communication of any kind to any third party (including the Owner) which has the intention or the effect of representing that the Guardian represents or is an employee or agent of the Licensor.

4.24 **Vacating the Premises at the end of the Licence and associated matters**

- 4.24.1 As soon as the permission given in clause 3 is determined (as to which see clause 6.1), the Guardian will no longer be entitled to use the Premises and will immediately vacate the Premises, remove all the Guardian's personal items (and make good any damage caused by such removal to the reasonable satisfaction of the Licensor), leave the Premises clean and tidy and return all keys to the Licensor.

- 4.24.2 If the Guardian fails to comply in all respects with clause 4.24.1, this may result in the Licensor and/or the Owner taking legal action to enforce their rights (including, but not limited to, securing the removal of the Guardian from the Premises). These rights include (but are not limited to):

4.24.2.1 The right to institute and prosecute court proceedings to evict the Guardian from the Premises;

4.24.2.2 The right to dispose of any of the Guardian's personal items left in the Premises without notice and without having to pay the Guardian any compensation in respect of the loss or value of such possessions; and

4.24.2.3 The right to change the locks and/or have new keys cut in the event that the Guardian fails to return all keys to the Licensor.

- 4.24.3 The Guardian will be liable to pay and fully indemnify the Licensor and the Owner in respect of all and any costs, fees (including legal and other professional fees), taxes, liabilities, claims, charges, damages, losses and expenses incurred by the Licensor and/or the Owner (as the case may be) which result from or are caused by any failure
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by the Guardian to comply in all respects with any term of this Licence, in particular (but not limited to) clause 4.24.1.

- 4.24.4 By way of non-exhaustive illustration only (and without limiting the generality thereof in any way), the Guardian's liability under clause 4.24.3 shall extend to:

4.24.4.1 any and all court fees;

4.24.1.2 any and all solicitors' fees, including disbursements;

4.24.1.3 any and all counsel's fees;

4.24.1.4 any and all costs of disposal of any of the Guardian's personal items left in the Premises following the determination of the permission granted by this Licence;

4.24.1.5 any and all costs of changing the locks and/or providing new keys in the event that the Guardian fails to return all keys to the Licensor; and

4.24.1.6 any and all VAT payable in respect of any of the above fees or costs.

## **5 PRESENCE OF OTHER GUARDIANS ETC.**

- 5.1 The Guardian agrees that Licensor may at any time and in its absolute discretion (subject only to clause 5.2) install in the Premises other persons (as guardians providing Guardian Service) in addition to the Guardian.
- 5.2 The Licensor will not grant permission for the Premises to be occupied at any one time by more persons than the overall number of bedrooms contained in the Premises, to the intent that there shall be available at least one bedroom for each occupier.
- 5.3 The Guardian agrees to share the Premises with any and all other persons who are installed by the Licensor (whether before or after the date of this Licence). The Guardian agrees that those persons are (or will be, as the case may be) similarly entitled to occupy the Premises in common with the Guardian.
- 5.4 The Guardian acknowledges that he/she has and will have no entitlement to occupy any specific part or parts of the Premises for any period of time. The Guardian recognises that it is and will be down to the various occupiers of the Premises from time to time to agree between themselves how to share the Premises (whether by means of a voting system, drawing lots or otherwise). The Guardian accepts that this may involve him/her having to move around and use different parts of the Premises at different times, including swapping bedrooms within the Premises.
- 5.5 The Guardian agrees that the Licensor is entitled by notice given to the Guardian at any time to designate and redesignate the part or parts of the Premises available as residential accommodation for the use and occupation by the Guardian and the other occupiers installed under this clause 5.
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5.6 The Guardian accepts that the fact that the Premises are to be shared means that he/she will not have the sole use of toilet, bathroom, kitchen and any other like facilities within the Premises.

5.7 The Guardian will at all times use his/her best endeavours to use and occupy the Premises in harmony with all other occupiers thereof. The Guardian will not interfere with such shared occupation. The Guardian will not cause any nuisance or annoyance to any fellow occupiers. The Guardian will not engage in any aggressive, threatening, insulting, violent or anti-social behaviour to any fellow occupiers and will not do anything which results in or might result in any harm, injury, alarm or distress to any such person.

## **6 GENERAL**

### **6.1 Determination**

6.1.1 Without prejudice to the Licensor's rights in respect of any breach of the obligations on the part of the Guardian contained in this Licence, the permission given in clause 3 is to determine:

- a immediately on 24 hours' notice in writing given by the Licensor at any time in the circumstances set out in clause 6.1.2; or
- b on not less than 14 days' notice given by the Licensor to the Guardian to expire at any time; or
- c on not less than [28] days' notice given by the Guardian to the Licensor to expire on the last day of a month; or
- d automatically (and without notice) in the event that the Licensor's permission to use the Premises pursuant to the Authorisation Agreement comes to an end.

6.1.2 The circumstances in which the Licensor may terminate the permission granted by this Licence on 24 hours' notice are:

6.1.2.1 Any breach by the Guardian of any term of this Licence.

6.1.2.2 Any breach by the Guardian of any applicable rules and regulations (as to which see clause 4.16).

6.1.2.3 Any breach by the Guardian of the laws of England.

6.1.2.4 The Guardian being charged by the police with any criminal offence (whether relating to the Premises or not), other than a motoring offence dealt with by a magistrates' court.

6.1.2.5 The Guardian being in possession of any illegal drugs (whether or not such drugs are on the Premises).

6.1.2.6 The Guardian being in possession of any offensive or dangerous weapon (whether or not such weapon is on the Premises).

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6.1.2.7 Without prejudice to the generality, but rather by way of extension, of clause 6.1.2.1:

- a. Any failure by the Guardian to pay the Licence Fee or any part thereof.
- b. Any failure by the Guardian to pay any Council Tax payable under clause 4.13.
- c. The use by the Guardian of the Premises or any part thereof otherwise than for Guardian Services in accordance with this Licence.
- d. The Guardian engaging in any unacceptable behaviour or conduct, whether to fellow occupiers and sharers of the Premises (as to whom see clause 5) or others (including but not limited to the Licensor, the Owner and those authorised by either of them), or committing any act of nuisance or annoyance.
- e. The unauthorised keeping by the Guardian of any animal on the Premises.
- f. The failure of the Guardian to provide Guardian Services and to perform his/her associated duties, including but not limited to any failure (i) to notify the Licensor of (a) any absence from the Premises or (b) the presence of any trespassers on the Premises or (ii) to maintain visible signs of the Guardian's occupation of and presence at the Premises.
- g. The Guardian allowing any third party to occupy the Premises or any part thereof overnight or allowing any person under 18 years of age into the Premises at any time.
- h. The unauthorised changing by the Guardian of any locks at the Premises or the unauthorised copying of any keys relating to the Premises.
- i. The denial or attempted denial by the Guardian at any time of free access to the Premises or any part thereof by the Licensor, the Owner and/or any others authorised by either of them (including any fellow occupiers and sharers installed under clause 5).

6.1.3 For the avoidance of doubt (and without prejudice to the above) the Licensor may immediately determine this Licence on 24 hours' notice after the occurrence of any serious misbehaviour by the Guardian or any other person who is present at or near the Premises with the Guardian's permission.

## 6.2 Status and effect of Licence

6.2.1 The Licensor and the Guardian do not intend to create between them the relationship of landlord and tenant.

6.2.2 In accordance with and subject to the terms of the Authorisation Agreement, possession and control of the Premises (and all parts thereof) will at all times remain vested in the Owner.

6.2.3 The Licensor will at all times be entitled to enter and use the Premises in connection with the provision of Guardian Services pursuant to the Authorisation Agreement, such use including but not being limited to: (i) the installation of other occupiers (in accordance with clause 5); (ii) visits for the purposes of inspection and management

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of the Premises; and (iii) visits to check and ensure that the Guardian is complying with the terms of this Licence.

6.2.4 The Guardian will not interfere with the access to and use of the Premises by the Owner, the Licensor or anyone authorised by either of them.

6.2.5 The Guardian will not at any time be entitled to use the Premises or any part or parts thereof to the exclusion of the Owner or Licensor or any others from time to time entitled.

**6.3 Warranty excluded**

The Licensor gives no representation or warranty that the Authorised Use is or will be or will remain a permitted use within the provisions of the Planning Acts or that the Premises are physically fit for the Authorised Use.

**6.4 Liability excluded**

The Licensor is not to be liable for damage to any property of the Guardian or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the Guardian in the exercise or purported exercise of the permission given by clause 3.

**6.5 Service of Notices**

6.5.1 Any notice served under this Licence by the Licensor on the Guardian shall be sufficiently served if left at or sent by registered post or recorded delivery addressed to the Guardian at the Premises.

6.5.2 Any notice served under this Licence on the Licensor shall be sufficiently served if left at or sent by registered post or recorded delivery addressed to the Licensor at its registered office.

6.5.3 Any notice sent by post shall be deemed to be served on the first working day after it is posted.

6.5.4 Any notice served by being left at the Premises shall be deemed to be served at the time when it is so left.

**6.6 Non-competition**

From the date of this Licence and for a period of 1 year after it is determined the Guardian shall not enter into any agreement with any third party for the purpose of providing Guardian Services or similar within a radius of 5 kilometres from the Premises during that time period.

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6.7      **Severance**

Any provision of this Licence which is rendered void by virtue of any statutory enactment is to be severed from all of the remaining provisions and the remaining provisions are to be preserved.

6.8      **Entire Agreement**

This Licence is the complete agreement of the parties. The Licensor assumes no liabilities to the Guardian other than those expressly set out in this document.

7        **THIRD PARTIES**

Except for those terms in this Licence which confer a benefit on the Owner, nothing in this Licence is intended to confer any benefit on any person who is not a party to it.

**AS WITNESS** the hands of the parties hereto or their duly authorised representatives

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