



**LONDON STUDENT HOTEL**

# STANDARD TERMS AND CONDITIONS

## STANDARD TERMS AND CONDITIONS FOR OCCUPYING STUDENT ACCOMMODATION

### 1. AGREEMENT

1.1. In this Agreement certain words and expressions have a defined meaning. These are set out in clause 20 and You should make sure that You read and understand them.

1.2. The agreement between You and Us consists of several parts:

- the Student Accommodation Offer;
- policies, procedures, ordinances and guidance, rules and regulations as referred to in these terms and conditions and also those in:
  - The House Rules
  - payment terms (stated in Your online Student Accommodation Offer);

These terms and conditions and any subsequent issued amendments including the following which will follow and/or be located on our website;

- Our regulations for security, fire, health and safety from time to time;
- inventory of the Room, Shared Areas and Contents;
- The code of Discipline for Students at: Code of Discipline
- IT fair usage and security policies: Fair Usage Policy Cyber Security
- The catering service terms

If You ACCEPT the OFFER then You are accepting the terms and conditions of those other documents referred to above and as detailed on our website and You acknowledge that You have actually read them.

1.3. Subject to 1.4 below this Agreement between You and Us becomes binding when You click ACCEPT OFFER at the end of the on-line process for accepting the Student Accommodation Offer. This is a legally binding agreement and so You should think carefully before You ACCEPT the OFFER as once You have accepted it You will be bound by the terms and will have to pay for the accommodation whether or not You continue with Your course and whether or not You occupy the Room for the full Licence Period. We strongly recommend that You talk through the terms of this Agreement with Your parent/guardian or other adult BEFORE You accept the Student Accommodation Offer.

1.4. You have the right to cancel Your agreement by giving Us written notice within 14 days beginning on the day after the date of Your agreement. This right does not apply where the Room is available for occupation before the end of the 14 day cancellation period and You have taken up occupation. If You have any questions on the catering that is provided or any dietary requirements You should carefully read the catering information and provide us with your dietary requirements and any queries or questions BEFORE You accept the Student Accommodation Offer.

1.5. The agreement will last until the end of the Licence Period, unless We or You terminate it earlier, as allowed by these terms and conditions. If the agreement ends before the Licence Period expires, You or We may still be entitled to claim if You or We failed to comply with the agreement before it ended.

1.6. Once the agreement between You and Us becomes binding:

1.6.1. We will allow You to use the Room and its Contents and (jointly with other students) the Shared Areas and their Contents in accordance with these terms and conditions from the first day of the Licence Period. Please refer to the section headed "SHARED AREAS AND CLEANING" later in this agreement;



**LONDON STUDENT HOTEL**

1.6.2. You and We agree that these terms and conditions will apply; and

1.6.3. You agree to comply with Your obligations and We agree to comply with Our obligations in these terms and conditions, any subsequent issued amendments, and under the laws of England.

## **2. PAYMENTS**

2.1. You must pay the Fees for the full Licence Period.

2.2. You may pay in the instalments and on the dates set out in the Student Accommodation Offer, or You may pay the Fees in full by the first instalment date.

2.3. We will not give You the Keys for the Room until receipt of the first instalment of Fees is confirmed.

2.4. You must promptly pay any other amounts that are properly due under these terms and conditions. If You do not comply with these terms and conditions, and We have to enforce them, You agree to pay the charges which We reasonably incur. This includes fees for professional advice, court fees, bailiff's fees, a reasonable charge for Our own time and any out-of-pocket expenses.

2.5. If You do not pay any instalment by the date payment is due additional charges may become payable:

2.5.1. We may charge You interest on the overdue amount (at 4% per year)

2.5.2. We may apply a late payment fee of £50.

2.5.3. We may charge You an administration fee of £50;

2.5.4. We may bring legal proceedings against You for debt and/or eviction;

2.5.5. We will ask the court to order You to pay Our legal fees and expenses.

2.6. If, in Our discretion You are allowed to move to another Room You will be charged a £50 transfer fee to cover Our costs.

2.7. The facilities which are included in the Fees are set out in the House Rules and here

2.8. The following facilities are NOT included in the Fees: Telephone charges, Personal Laundry/Dry Cleaning charges, airport transfers These charges will be supplements.

2.9. Internet service to the Room is provided by Our Nominated Provider and is subject to

2.9.1. the relevant terms and conditions of use, and

2.9.2. Our fair use and security policies. Details can be found at : Fair Usage Policy Cyber Security these requirements are separately set out and maybe referred to in the House Rules. We may suspend internet access if You fail to comply with those terms and conditions.

## **3. CATERING**

3.1. In accepting the Student Accommodation Offer You accept the catered Meal Package provided by Us. The Meal Package consists of:

3.1.1. a daily variety of breakfasts Monday to Friday

3.1.2. a daily variety of brunch's on Saturday and Sunday

3.1.4. A daily evening meal Monday to Sunday

3.1.5. Alternate packed meals may be made available by prior arrangement

3.1.6 You must not share or give access to your catering card to any other student, guest or visitor

3.2. The catering will be provided during term time and as agreed in writing

3.3. In accepting the Student Accommodation Offer You agree to notify and update Catering Services about any religious, dietary and allergen requirements You may have (see clause 1.4)

3.4. In accepting the Student Accommodation Offer You agree to abide by the policies and regulations of the University in respect of alcohol, licensed spaces and the use of the Hotel and premises.

#### **4. MOVING IN**

4.1. Provided that You have paid the first instalment of Fees, You will be able to move in to the Room at 14.00 hours on the first day of the Licence Period. Arrival instructions will be made available in the arrival email that We will send to You.

4.2. On occasions, a room might not be ready to occupy at the start of the Licence Period. If that happens in Your case, We will provide You with reasonably suitable alternative accommodation until the Room is ready for You. If the replacement room is of a higher grade, We will only charge You the Fees You agreed to pay for the Room. If the replacement room is of a lower grade, We will charge You the rate applicable to the replacement room.

4.3. As long as the alternative accommodation is of similar quality to the Room, You must accept the substitution. If We cannot offer You a reasonably suitable alternative accommodation, You may terminate this Agreement by giving Us notice in Writing. If You do that, any money paid will be refunded.

#### **5. WHO MAY USE THE ROOM, PRIVACY AND ACCESS**

5.1. Our agreement is with You, and only You may live in the Room.

5.2. You may have a maximum of one overnight visitor, for no more than 3 consecutive nights in any consecutive seven nights. You may have one visitor who is not staying overnight in the Room at any other time. (All visitors must follow the process as outlined in the House Rules)

5.3. You must complete a visitor form (at the main reception) so that We know whether there are additional people on site in the event of a fire or other emergency. All overnight visitors must be signed in when they come to the Accommodation and signed out when they leave. This is an important health and safety procedure. Your visitor(s) must leave the Accommodation by 23:00 hours, unless they have been signed in at main reception as an overnight visitor.

5.4. You must not sub-let the Room, transfer this Agreement to anyone else, or allow anyone to live with You in the Room. You must not allow anyone to stay overnight in the Room if You are not there.

5.5. You must not duplicate Keys or give or lend Your Keys to someone else.

5.6. You are not allowed to have parties or meetings in the Room.

5.7. You are responsible for the actions or omissions of Your visitors. For example, if Your visitor causes damage or a nuisance, We will pass any charges or claims for compensation on to You. If, in the Manager's or Security Team's reasonable opinion, Your visitors are causing Damage, nuisance or annoyance (or have done so on an earlier occasion) the Manager/Security Team may require Your visitor to leave the Accommodation.

5.8. We (or Our contractors) are entitled to come into the Room for the following purposes:

5.8.1. to check on Your welfare, if We are concerned about You;

5.8.2. to show the Room to prospective occupiers;

5.8.3. to carry out inspection, testing, maintenance and/or repair;

5.8.4. to ensure You are meeting Your obligations;

5.8.5. to carry out Your obligations if You fail to do so;

5.8.6. for any purpose reasonably connected with an investigation under the Code of Discipline for Students.

5.8.7. any reasonable purpose connected with Your occupation of the Room.

5.9. We will normally check the Room at least three times during each contracted stay, but You must allow Us to check it more often if it is reasonable for Us to do so.

5.10. We aim to give You advance notice before entering the Room, but You must allow Us into the Room even if We do not give You warning. (The periods of notice that You may normally expect are set out in the House Rules.)

## **6. YOUR USE OF THE ROOM**

6.1. You may only use the Room as a study-bedroom, and You must not use any part of the Hotel for trade or business purposes.

6.2. You must not use any part of the Hotel for illegal purposes, or for purposes which in Our reasonable opinion are immoral. You must not smoke (which includes use of E- cigarettes or similar) anywhere in the Accommodation (including Your Room).

6.3. Other matters which are restricted or limited (including Weapons and Drugs) are set out in the House Rules.

## **7. SHARED AREAS AND CLEANING**

7.1. You and other students may have use of the Shared Areas during term times, but We may restrict or prevent use of the Shared Areas at times including during vacations, for example when We may use them for events that We hold or allow others to use them.

7.2. We will clean the Shared Areas and the cost of normal cleaning is included in the Fees. If You and the other occupiers leave their Shared Areas in a worse condition than average, We will charge You and the other occupiers for the cost of any additional cleaning which the Manager decides is reasonably necessary. If We can identify the person who has caused the Damage or whose actions have resulted in additional cleaning costs then We may charge that person for all the costs.

7.3. We may temporarily suspend use of the Shared Areas to allow them to be properly cleaned. You (and the other students who use them) must keep the Shared Areas reasonably tidy. You must not leave rubbish in the Shared Areas, except in any bins We provide. Do not put anything in the drains that is likely to block them.

## **8. REPAIRS**

8.1. We will keep the Accommodation and its Contents in repair.

8.2. We will keep in repair and reasonable working order the installations in the Accommodation for the supply of water, gas and electricity and for sanitation.

8.3. We will charge You for the cost of repair if the repair is needed because You did not take proper care, or You did not comply with these terms and conditions.

8.4. If repair is needed because You did not take proper care or You did not comply with these terms and conditions, You must not attempt to carry out the repair Yourself. You must notify Us and We will carry out the repair.

8.5. We are not liable to rebuild or reinstate the Accommodation if it is destroyed or damaged by a risk that We have insured against.

8.6. You must tell Us or the management team as soon as possible after You become aware of the need for a repair in the Room or in the Shared Areas. If the disrepair becomes worse because You did not report it within a reasonable time, We may charge You for the additional costs of repair.

## **9. DAMAGE**

9.1. We will leave a combined inventory and schedule of condition in the Room at the start of the Licence Period. You should check the Room and the Contents against this document, make a list of any defects that have been missed, and return the signed inventory to the Accommodation reception. If You do not do this within three days of arriving, We will assume that everything is in order and that all the Contents are in the Room, and You will find it difficult to argue later that any Damage had occurred before You took the Room or that any Contents were missing when You took the Room.

9.2. You (and anyone You invite into the Room) must take reasonable care of the Room and its Contents. Please refer to the House Rules for details of the requirements relating to decoration of the Room.

9.3. Jointly with other occupiers of the Hotel, You must take reasonable care of the Shared Areas and their Contents.

9.4. You must not cause any Damage to any part of the Hotel or to any Contents. If You do cause any Damage, We may charge You the reasonable cost of repair or replacement, even if the Damage was accidental. We will not charge You for Damage due to fair wear and tear, or Damage by a risk we have insured against (unless the insurer refuses to pay because of something You did or did not do).

## **10. INSURANCE**

10.1. We will insure the Hotel and the Contents.

10.2. We recommend that you buy personal and travel insurance even though we supply in room safes, which have insurance cover.

10.3. It may be particularly advisable for You to buy Your own personal possessions insurance if You have valuable items, for example a musical instrument. If You want additional cover, You must pay the insurer for it.

10.4. We do not accept liability for Your personal possessions, unless We fail to comply with Our obligations in these terms and conditions, and that failure causes You loss or expense. Please note that the insurance will not cover Your possessions when they are outside the Room (which means that they are not covered when they are in the other parts of the Hotel or the Shared Areas).

10.5. If Your Room becomes uninhabitable through no fault of Your own, for example if it is damaged by a risk against which We have insured, We will offer You suitable alternative accommodation at the Hotel, if any are available. If We do not have alternative accommodation available at the Hotel, We will do what We reasonably can to find You suitable alternative accommodation elsewhere. You agree to accept the alternative accommodation if it is broadly similar to the room. You will not have to pay any more Fees if the alternative room is of a higher standard. If no suitable alternative accommodation is available, You or We will have the option to terminate Our agreement (by giving notice in Writing), without any financial detriment to You. If We are unable to offer alternative accommodation, the Fees (or an appropriate proportion as reasonably decided by Us having regard to whether or not We are still providing meals or other services) will be suspended until either the Room is made habitable again or We are able to offer alternative accommodation.

## **11. HEALTH, SAFETY AND SECURITY**

- 11.1. We have regulations on security, fire, health and safety details of which are in the House Rules or may be notified to You and/or which are posted on the notice boards in the Hotel and You must comply with these.
- 11.2. You must complete an electrical item registration form for ALL electrical items that You bring into the Room (or the Accommodation).
- 11.3. You must never block a fire escape route.
- 11.4. You must not alter or otherwise interfere with any electrical installation in the Accommodation. You must not overload any electrical sockets with extension sockets, adaptors or appliances. You must not misuse, or attempt to repair or adapt any electrical Contents.
- 11.5. You must not alter or otherwise interfere with the internet installation in the Room.
- 11.6. You must not smoke (which includes use of E cigarettes and similar devices) in any part of the Accommodation.
- 11.7. You are responsible for any item which You leave in the Shared Areas. We will not compensate You if it is lost, damaged or stolen.
- 11.8. We will not normally give You access to a room occupied by someone else. We may refuse access even where the occupier has given their signed authority.
- 11.9. We may terminate Our agreement with You if You cause serious or persistent health, safety, security risks or serious breach of the Code of Discipline or House Rules at the Accommodation.

## **12. CONSIDERATION FOR OTHERS**

- 12.1. You must treat Our staff and others living in the Accommodation with proper consideration and respect. You must not use other people's possessions without their permission, or damage or take them.
- 12.2. You must treat others living in the neighbourhood with proper consideration and respect. Things that are likely to make people complain are: Noise, especially after 22.00 hours and before 08.00 hours, Litter, Walking in large groups so that others cannot pass This is not an exhaustive list and other activities may justifiably cause people to complain.
- 12.3. You must not throw anything out of the windows of the Accommodation.
- 12.4. You must not cause an obstruction at the Accommodation.
- 12.5. We may restrict Your use of the Shared Areas (for example by making non-essential services out of bounds, or restricting Your use to certain times) if We reasonably believe that Your use of them is having a serious adverse effect on others.

## **13. TRANSPORT AND PARKING**

- 13.1. Parking restrictions apply and restriction on the storing of bicycles which You must comply with, the details are set out in the House Rules or as amended from time to time.
- 13.2. These regulations apply to Your visitors as well as to You.

## **14. REQUEST TO LEAVE OR TO MOVE ROOMS**

14.1. This section sets out the process for asking Us if You may leave Your Room and end this Agreement early. Once You have ACCEPTED the OFFER (or if it is earlier once the Licence Period has started, You may be allowed to terminate the agreement, at Our sole discretion if and when all the following steps in this clause 14 have been completed. You will still have to pay for all the Fees as outlined in Your Student Accommodation Offer, unless clause 14.1.5 applies:

14.1.1. You must complete a termination or transfer online form explaining why You would like to leave the accommodation, or move elsewhere and whether You have arranged for someone to take Your place, and hand it in to the Manager;

14.1.2. The Manager may discuss Your request with you. 1

14.1.3. You must pay Us any Fees or other charges that You owe

14.1.4. You must pay an administration fee of £50;

14.1.5. A replacement student must enter into a licence agreement for the rest of the Licence Period and pay their first instalment of Fees as instructed;

14.1.6. We will try and help You find a replacement, but We do not have to accept someone if We reasonably believe that person would not be suitable to live in the Accommodation, or if they already have an accommodation agreement with Us. We do not have to release You from this Agreement if We find a new occupier and We already have empty places in the Accommodation. We can fill Our empty rooms first.

14.1.7. If You find a replacement occupier, You must not give the Keys to them. You and the proposed replacement should contact the Manager and they will make a reasonable and timely decision about whether the proposed replacement is suitable. If the replacement is suitable, the Manager will arrange for this Agreement to end and for a new licence agreement to be given to the replacement. If another student moves into Your room but is not the replacement then You will still be liable to pay all the Fees.

14.1.8. The Accommodation will make final decisions regarding your departure liability.

14.2. If You allow someone else to live in the Room without following this procedure, You will be liable for the Fees, an administration fee of £75 and for any other charges incurred by the new occupier.

## **15 ENDING THE LICENCE**

15.1. Your Agreement with Us is a hotel licence. Unlike a tenancy, it will not automatically continue. You do not need to give notice to end Your Agreement on the last day of the Hotel Licence Period, and neither do We.

15.2. We may terminate the Agreement at any time including for any of the following reasons:

15.2.1. If You fail to pay Us any Fees or other charges when they are due for payment (We will normally allow You up to 14 days to pay before taking action, but We do not have to do this);

15.2.3. If You in any way misuse or deliberately Damage equipment, signs or systems for fire prevention or detection, health and safety, or security;

15.2.4. If You have in Your possession controlled drugs that it is illegal to possess;

15.2.5. If Your health or Your behaviour puts the health, safety or welfare of other people, or Yourself, at serious risk;

15.2.6. If Your behaviour puts property belonging to Us or to others at serious risk;

15.2.7. If You persistently fail to comply with these terms and conditions (including the other terms that are referred to in this Agreement) or if You fail to comply with the set terms and conditions in a way that has a serious impact on Us or other residents or neighbours;

15.2.8. If You allow someone else to live in the Room;

15.2.9. If You are not, or if You cease to be, a student. If We decide to terminate this Agreement We will try to give You 7 days' written notice of termination, except when We consider that there is a danger to the health, safety or security of other students, or when clause 15.2.4 applies, or when there is a serious or persistent breach of Your obligations in this Agreement. In these circumstances We may give you less than 7 days' written notice to terminate this Agreement. This Agreement will end on the date specified in the notice that We give to You, but You will still be liable for any breach of this Agreement that happened before this Agreement ends.

15.3. If We have to start court proceedings to make You move out of the Room, We will ask the court to order You to pay for the Room up to and including the last day of the Licence Period; and to pay Our legal fees and expenses; and to pay interest on any money You owe us.

15.4. If We believe that You have stopped living in the Room, We may take it back and allow someone else to occupy it.

15.5. If We terminate the agreement with You, You will still have to pay Us all of the Fees for the whole of the Licence Period and any other money that You were liable to pay Us before the agreement came to an end.

15.6. If :

15.6.1. We are in serious and significant breach of this Agreement and We fail to remedy the breach within 30 days' of receipt of notice of the breach from the You; or

15.6.2. the Room is rendered uninhabitable and We are unable to offer alternative accommodation for a continuous period of more than 21 days 14 then You may serve written notice on Us to terminate this Agreement and upon service of such written notice this Agreement will come to an end, but You will and We will still be liable for any breach of this Agreement that happened before this Agreement ends.

## **16. MOVING OUT**

These requirements are set out in the House Rules.

## **17. OUR LIABILITY TO YOU**

17.1. We must comply with Our obligations in these terms and conditions.

17.2. We must also accept responsibility under the general law if We cause You any injury because of Our negligence.

17.3. We accept liability for the actions or neglect of Our staff and contractors only for damage, loss or injury which occurs whilst they are carrying out Our instructions.

17.4. We do not accept liability for damage to property or possessions unless the damage occurred because We or Our staff failed to comply with Our obligations in these terms and conditions. Our liability to You for damage to Your property or possessions is a maximum of £100 in any event or as prescribed by the Hotel Proprietors Act.

17.5. We are not liable for things which are outside Our reasonable control, such as severe weather conditions, equipment or power failures, internet outage, intruders or other residents acting with malice, pandemics or fire or flood. This is not an exhaustive list. We will only be liable for mechanical failure if it was caused by Our failure to keep the equipment serving the Residence properly maintained and only if the failure lasts more than 48 hours.

## 18. COMPLAINTS

We work very hard to try and make sure You will not need to complain. If You are dissatisfied with any part of Our service, You should report it in the first instance to the Manager.

## 19. INFORMATION

19.1. The services which We will be supplying are described in the Student Accommodation Offer and in these standard terms and conditions, the House Rules and the other places referred to in this Agreement. We will supply them for the Licence Period unless We are prevented from doing so by forces beyond Our control.

19.2. The price of the Room and ancillary services is set out in the Student Accommodation Offer. The arrangements for payment are also set out in the Student Accommodation Offer and in these terms and conditions.

19.3. The Student Accommodation Offer remains valid until the deadline stated in Student Accommodation Offer. If You accept the Student Accommodation Offer before the deadline expires, the price remains valid throughout the Licence Period. If You do not accept the Student Accommodation Offer by the deadline, the Student Accommodation Offer will automatically lapse.

19.4. Whilst We have offered You a place in the Accommodation, and will try to locate You there, We do not guarantee that You will have any particular room. If the Room is not available, then We will offer You alternative accommodation of a similar or better quality at the same price or give You the right to cancel this Agreement without charge.

19.5. By accepting the Student Accommodation Offer from the University You expressly agree to the collection and use of Your individual personal data, including sensitive personal data in accordance with the current data protection legislation and the Hotel's data protection statement which can be found on our website.

## 20. DEFINITIONS AND INTERPRETATION

20.1. In these standard terms and conditions, the words in the column on the left have the meanings given in the column on the right. You will know when a word with a special meaning has been used, because it will have an initial capital letter, even if it appears in the middle of a sentence.

Contents	Any items that We provide for Your use in the Room or in the Shared Areas or Clubrooms. The Contents will be listed on an inventory which We will provide to You at the start of the Licence Period.
Damage	Damage, loss, theft, breakage, dismantling, causing malfunction, excessive wear, failure to keep reasonably clean, alterations to the décor or fabric of any part of the Residence, any deterioration during the Licence Period other than fair wear and tear and any items missing from the inventory.
Fees	The fees which You agree to pay to Us for Your use of the Room, as specified in the Student Accommodation Offer.
Keys	Includes plastic electronic keys, security passes, access cards, key fobs, entry codes and any other means of gaining access to locked premises.
Licence Period	The period of time that We will permit You to live in the Hotel Room, as specified in the Student Accommodation Offer.

Manager	The member of Our staff (or their deputy) at the Accommodation who is responsible for Welfare governance.
Student Accommodation Offer:	The offer of accommodation available for You to view when You receive Our “offer”
Hotel/ Accommodation	The London Student Hotel accommodation named in Our Student Accommodation Offer offered to You, or if different the Accommodation within which Your Room is located. References to the Accommodation in these terms and conditions include the Room and the Shared Areas
Room	The room which We will allow You to occupy (on these terms and conditions) if You have accepted the Student Accommodation Offer. The Student Accommodation Offer sets out the type of room which You will have, and the building that it is located within, but We do not guarantee that You will have the same room number throughout the Licence Period. The parts of the Hotel which are for the shared use of some or all of the occupiers of the Accommodation. They include public WC’s, kitchens, living rooms, corridors, staircases, lifts, common rooms, laundry rooms, bin stores, outdoor areas and all other parts of the Accommodation which are not designated for occupation by a student or restricted to staff use. The Shared Areas do not include any part of the Room.

**House Rules**

You	The student named in the Student Accommodation Offer, and
Your	has the corresponding meaning.
We	London Student Hotels, and <b>Us</b> and <b>Our</b> have corresponding meanings. We may delegate Our obligations in this agreement to someone else (for example, We may ask a plumbing contractor to fix a leak) rather than doing it Ourselves. Where appropriate, ‘We’, ‘Us’ and ‘Our’ include people authorised by us. Writing Includes letters and faxes, and includes emails EXCEPT when notice is being given to end this licence, which cannot be given by email. Writing does not include text messages or posts on social networking sites.

20.2. VAT is not included in any of the prices shown in these terms and conditions. Fees are not generally liable to VAT, but other charges may be. VAT will be added to those charges at the applicable rate.

20.3. If these terms and conditions describe something in the plural (for example “Keys”) this may include any one Key. If these terms and conditions describe something in the singular (for example “Key”) this may include one or more Keys.

20.4. Whenever We are entitled to pass on to You the costs that We incur because You have not complied with these terms and conditions, We may also charge You a reasonable administration charge. The administration charge will be 10% of the cost that We have incurred, with a minimum charge of £25. In some cases, for example, room transfers, a flat fee applies. The applicable fee is specified in the relevant section of these terms and conditions.

20.5. Notices of a formal nature (such as asking for permission or bringing the agreement to an end before the Licence Period has expired) should always be given in Writing by letter or fax, otherwise it may be difficult to prove whether a notice was sent or received.

20.6. If any provision of this Agreement (or part of any provision) is found by any Court to be invalid, unenforceable or illegal, the other provisions shall remain in force and if any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to make it valid and give effect to the intention of the parties.