

UNIVERSITY OF HERTFORDSHIRE

TERMS AND CONDITIONS OF LICENCE FOR OCCUPATION BY FULL-TIME STUDENTS OF THE UNIVERSITY OF HERTFORDSHIRE OF UNIVERSITY ACCOMMODATION AND FOR NON STUDENTS AND VACATION PERIOD BOOKINGS

1 DEFINITIONS

For the purposes of this Agreement the following definitions will apply:

1.1 “Accommodation Summary”

the written summary of the main details of the Accommodation provided to the Licensee by the University in the letter sent to the Licensee prior to the formal booking of the Room;

1.2 “Code”

the ANUK/Unipol Code of Standards for Larger Residential Developments for student accommodation managed and controlled by educational establishments;

1.3 “Common Areas”

any kitchens bathrooms corridors stairways lifts common rooms or other areas in shared use in the Property;

1.4 “Cooling Off Period”

the period of 10 working days beginning on the day after this Agreement is concluded during which the Licensee is entitled to cancel the Agreement as described in clause 5.1;

1.5 “Deposit”

The security deposit retained by the University to be used by the University in accordance with Clause 6 below (where such a deposit is taken by the University);

1.6 “Incorporated Provisions”

the documents referred to in clause 3.3;

1.7 “Licence fee”

the amount specified in the Accommodation Summary that will be paid to the University by the Licensee (or third party on behalf of the Licensee) for the use and occupation of the Room in accordance with the arrangements set out in the Accommodation Summary;

1.8 “Licence Period”

the period specified in the Accommodation Summary for which the Licensee may occupy the Room;

- 1.9 **“Licensee”**
the person named in the Accommodation Summary;
- 1.10 **“On-line Booking System”**
the University’s on-line booking system used for the booking of University Accommodation;
- 1.11 **“Property”**
the building in which the Room is located and includes any fixtures fittings plant machinery and contents in the building;
- 1.12 **“Room”**
the accommodation specified in the Accommodation Summary or such other Room as is allocated to the Licensee from time to time at the University’s discretion in accordance with Clause 8 of these Terms and Conditions, together with the fixtures, fittings and contents therein;
- 1.13 **“the Terms and Conditions”**
these 'Terms and Conditions of Occupation by Full-time Students of the University of Hertfordshire of University Accommodation' and Non Students and Vacation Bookings;
- 1.14 **“the University”**
The University of Hertfordshire Higher Education Corporation;
- 1.15 **“University accommodation”**
Purpose built or converted residential accommodation, owned, leased or managed by the University, which is specifically allocated to the Licensee;
- 1.16 **“Vacation Booking”**
a booking of a Room during one of the University’s vacation periods during its academic calendar.

2 ADDRESSES AND METHODS FOR WRITTEN NOTIFICATION

- 2.1 Any written notification made to the University required under this Agreement must be addressed to the Head of Residential Allocations, University of Hertfordshire, College Lane, Hatfield, Herts. AL10 9AB, or by email at accommodation@herts.ac.uk .;
- 2.2 Any written notification or other relevant communications made to the Licensee by the University in connection with this Agreement will wherever possible be sent to the Licensee’s email address as notified by the Licensee to the University. The Licensee is required to keep the University informed of any changes of email address. The University may additionally communicate with the Licensee by other means including post, SMS message and telephone and by the notice boards in the Property.

3 THE ROOM LICENCE

- 3.1 In consideration of the Licence Fee the University gives the Licensee the permission to occupy the Room described in the Schedule hereto subject to the Terms and Conditions and the Incorporated Provisions for the Licence Period unless terminated in a manner provided for in these Terms and Conditions.
- 3.2 This Agreement is a 'licence to occupy'. The Agreement is not intended to give exclusive possession to the Licensee, nor to create a relationship of landlord and tenant between the parties. The Licensee shall not be entitled to an assured tenancy or a statutory periodic tenancy under the Housing Act 1988 or to any other security of tenure now or upon termination of this Agreement.
- 3.3 Apart from these Terms and Conditions this Agreement includes the following Incorporated Provisions:
- i. the Accommodation Summary;
 - ii. the Code of Conduct for Students in Residential Accommodation ("Code of Conduct"); and
 - iii. the University's car parking policy.
- 3.4 The University may in its absolute discretion require the Licensee to vacate the room for a period of time during the Easter vacation and/or the Summer vacation where applicable (as defined in the University Calendar) on giving the Licensee not less than 28 days' notice in writing. If the Licensee is required to vacate the room in these circumstances the University will refund to the Licensee (or waive payment if payment has not already been made by the Licensee) the Licence Fee paid by the Licensee for each day of the notified period during which the Licensee is not in occupation.
- 3.5 Clause 16 shall apply in the event that this Agreement relates to a Vacation Booking.

4 STATUS OF THE LICENSEE

- 4.1 It is a condition of this Agreement that the Licensee :
- i. remains a full-time student of the University of Hertfordshire throughout the Licence Period specified in the Accommodation Summary, or
 - ii. that the Licensee is a registered student or employee of an institution or entity recognised by the University throughout the Licence Period specified in the Accommodation Summary.

5 ACCEPTANCE CANCELLATION OF THIS AGREEMENT

- 5.1 Subject to clause 5.3 if the booking of the Room is concluded by the confirmation procedure contained in the On-line Booking System or by any procedure which is not in person, then this Agreement is formed at the later of:
- i. confirmation of the booking by the Licensee; and
 - ii. receipt by the University of the Licensee's Deposit provided that the Deposit must be received no later than 10 days after the date on which the Licensee confirms its booking through the On-Line Booking System or other remote procedure after which the offer of accommodation by the University will lapse unless the University at its absolute discretion agrees to accept the booking; and

provided that the Licensee's obligations under this Agreement are subject to the Cooling Off Period which will commence on formation of this Agreement. The Licensee is entitled to cancel the booking within the Cooling Off Period without incurring any charges; and

5.2 Subject to clause 5.3 if the booking of the Room is concluded in person, then this Agreement is formed either at the later of:

- i. the date that this signed Agreement is received by the University following an offer of a Room being made to the Licensee by the University; and
- ii. receipt by the University of the Deposit;

or (if earlier) on the date that the Licensee takes up occupation of the Room.

5.3 For the avoidance of doubt, by collecting a key/card the Licensee is commencing occupation and the Licensee accepts they will be bound by the Terms and Conditions and the Incorporated Provisions whether or not the signed Agreement is received by the University or whether or not the booking was formally concluded by the On-Line Booking System or any other remote procedure in accordance with clause 5.1 and in so doing waives any Cooling Off Period.

6 DEPOSIT

6.1 The Licensee agrees that the Deposit paid to the University by the Licensee (or by a third party on the Licensee's behalf) shall be retained by the University subject to the remaining provisions of this clause 6. If the Deposit has not been paid to the University prior to the Licensee taking occupation of the Room, then it shall do so within 3 days of taking occupation.

6.2 The University may debit the Deposit in order to settle any unpaid Licence Fees or other unpaid charges fees costs or expenses properly imposed and payable by the Licensee to the University pursuant to the terms of this Agreement. The University shall notify the Licensee in advance of any deductions made from the Deposit.

6.3 Subject to clause 6.4 at the end of the Licence Period and subject to the Licensee having vacated the Room the University shall use reasonable endeavours to repay the Deposit to the Licensee (if paid by the Licensee) after deducting from it any items allowed under clause 6.2 within 4 to 8 weeks of the later of the end of the Licence Period and the date on which the Licensee vacates. It is the Licensee's responsibility to provide correct contact details for the return of the Deposit.

6.4 The University shall be entitled to retain the Deposit at the end of the Licence Period if at the end of the Licence Period the Licensee has made any subsequent booking of accommodation which is confirmed (pursuant to clause 5) with the University in respect of which a security deposit is required.

7 PAYMENT OF LICENCE FEE AND OTHER FEES

7.1 Having accepted the offer of accommodation the Licensee is liable for the Licence Fee for the entire Licence Period specified in The Accommodation Summary whether or not the Licensee is in occupation unless this Agreement is terminated in one of the circumstances identified in clauses 12, 13 or 14.

- 7.2 If the Licensee fails to pay the Licence Fee of any other charges or fee properly imposed and payable in accordance with the terms of the Agreement and it remains outstanding for more than 14 days from the date it is due the University may (in addition to any other remedies available to the University) charge the Licensee interest on the outstanding amount at a rate of 3% above The Bank of England's base rate for each day that the payment has been outstanding.
- 7.3 Where the Licensee is allocated to a double room which is occupied at any time as a single room, the Licensee is liable for single room Licence Fee.

8 ALLOCATION OF UNIVERSITY ACCOMMODATION

- 8.1 The University will endeavour to make available to the Licensee the Room specified in the Accommodation Summary. However, the University reserves the right at any time to allocate to the Licensee a Room other than that specified in the Accommodation Summary and may require at any time that the Licensee moves forthwith to a different Room and/or in a different building in the University Accommodation and/or in a different location for appropriate management reasons including without limitation:
- i. reasons of repair or fitness for occupation;
 - ii. to accommodate students with specific medical conditions or disabilities;
 - iii. for the well-being of the Licensee or other students which may include addressing reasonable behavioural or health-related issues.

The Licensee will be given as much notice as reasonably possible prior to any room move. If the University is required to take legal action to implement an appropriate management room move, then the Licensee shall be responsible for the University's legal costs and court fees in connection with such action.

- 8.2 The Licensee may not move to another room in University Accommodation without first obtaining prior written approval of the University's Residential Allocations office. Where the Licensee requests to move and consent is given by the University, the Licensee will be charged £25 for a variation to the Licence.

9 OBLIGATIONS OF THE UNIVERSITY

- 9.1 The University agrees that the Licensee paying Licence Fee and performing and observing his or her obligations under this Agreement may peaceably occupy the Room and have the use of any communal areas within the Property and the fixture, fittings and contents therein as detailed in the inventory therein during the Licence Period without any interruption by the University subject to the provisions in this Agreement.
- 9.2 The University shall maintain as far as reasonably possibly supplies of electricity, heating and hot water to the Property throughout the Licence Period (power cuts, machinery breakdown, industrial action or other matters reasonably beyond the University's control excepted). The University shall use reasonable endeavours to restore any supply as soon as reasonably possible.
- 9.3 The University shall use reasonable endeavours to manage the Property and its relationship with students occupying rooms in the Property in accordance with the Code.

10 OBLIGATIONS OF THE LICENSEE

10.1 The Licensee will at all times comply with the Terms and Conditions and the Incorporated Provisions and with other regulations reasonably imposed by the University from time to time and notified to the Licensee in connection with the management security and safety of the University's Accommodation and wider campus estate. The Licensee is specifically reminded that it must adhere to restrictions against and regulations relating to car parking and car use on University campus property contained in the Parking Policy.

10.2 Further, the Licensee agrees:

- i not in any way to part with or share occupation of the Room except for any sharing required by the University where the Room is a double room;
- ii not to do or suffer to be done in the Room the Common Areas or in the Property:
 - a anything which may be or become a nuisance to the University or to other licensees or occupiers of any adjoining rooms or premises;
 - b anything which may vitiate any insurance of the Property against fire or otherwise or increase the ordinary premium for such insurance;
- iii to show respect and consideration for other persons living and/or working in the University Accommodation at all times including language, general behaviour and treatment of other people's property;
- iv Not to harass or threaten to harass (including harassment on grounds of age, gender, sexual orientation, belief, race, culture, disability or lifestyle), use violence towards or threaten violence towards or verbally assault any such person;
- iv not to smoke in the room the Common Areas the Property or other University Accommodation or University Leased Accommodation. This includes the use of E-cigarettes.
- v not to use unauthorised electrical equipment. The alteration of any electrical equipment is strictly forbidden;
- iv to keep noise in the Room and the Common Areas generally at a level that does not interfere with study sleep or comfort of other residents, staff and neighbours. Specifically,
 - a. not to make or allow any noise to be made between 23.00 hours and 08.00 hours that is audible outside the Room; and
 - b. observe any examination time noise restrictions;
- v to maintain the Room and the Common Areas in a clean condition and not to damage or injure the Room the Common Areas or the Property or make any alteration or addition either to the Room the Common Areas or to the Property;

- vi to preserve the furniture fixtures and fittings from being destroyed or damaged and not remove any of them from the Room the Common Areas or the Property;
- vii to notify the site-based Help Desk of any repairs that need to be made to the Room the Common Areas or to the Property or to the furniture, fixtures and fittings and to permit the University's authorised staff or agents to enter the Room or Property to examine them and the furnishings and household effects therein and to carry out repairs;
- viii to pay on demand to the University the cost incurred by the University of repairing any damage to the Room the Common Areas or the Property caused by the Licensee or the Licensee's guests.

In cases where it cannot be ascertained how the damage was caused to the Room the Common Areas or the Property the Licensee and other occupiers of the Property or (as appropriate) the Licensee and any student sharing the Room with the Licensee may where reasonable be required to each pay a proportionate share of a charge levied collectively on them. The Licensee may appeal against a decision to levee a collective charge if the Licensee feels that it was levied unfairly;

- viii not to use the Room or Property or knowingly allow the Room or Property to be used for committing any illegal act including without limitation the possession, taking or dealing with any illegal drugs or other substances;
- ix not to hold or participate in any party in the Room or in the Property at any time without following the stated procedure for parties laid down by the University and without obtaining the prior written consent of the University or his agent;
- x not to be intoxicated and incapable in the Common Areas or in any other communal area in and around the Property or other University Accommodation;
- xi not to keep any animals (other than assistance dogs) including without limitation fish, birds, reptiles and insects in the Room the Common Areas or the Property;
- xii not to carry out maintenance on any motor vehicle or motor cycle inside or outside the Room or Property;
- xiii not to use or store petrol, paraffin, candles or other dangerous materials including bottled gas and mobile gas heaters in the Room the Common Areas or in the Property;
- xiv not to run a business from the Room the Common Areas or the Property and to use the Room for residential purposes only and the Common Areas and the Property for purposes incidental thereto;
- xv not to interfere with safety or emergency equipment in the Property

10.3 The Licensee must permit the University and/or the University's agents and/or surveyors authorised by them or their agents to enter the Room and the Property at reasonable times after giving at least two days' previous written notice or without notice in case of emergency with all necessary workmen and appliances to inspect the state of repair and decoration of the Room and the Property and to carry out necessary repairs and

decorations in the Room and the Property and to execute work necessary to remedy any breach by the Licensee of any term or condition of this Agreement or for any other valid reason described in the Code of Conduct or other reasons in the interests of good estate management, health and safety or security.

- 10.4 If any work done by the University or their agents should have been done by the Licensee or has resulted from the breach by the Licensee of his obligations under this Agreement the cost of such work shall be recoverable as a debt due from the Licensee to the University.

11 CONDUCT OF GUESTS

- 11.1 The Licensee shall be responsible for ensuring that the conduct of his or her invited guests (whether that invitation be express or implied) is consistent with the Terms and Conditions and the Incorporated Provisions of this Agreement and with any other reasonable University regulations relating to the management, safety and security of the University Accommodation and its wider campus estate.
- 11.2 The Licensee shall not allow invited guests (whether the invitation be express or implied) to cause nuisance, damage, undue wear and tear, or disturbance to the Room, the Property, the University or the Licensees or occupiers of any adjoining Rooms or Property. The Licensee is responsible for any damage caused by his or her guests.
- 11.3 Only authorised Licensees are permitted to sleep in the Room and the Property or to use it as a residence except for adult guests of the Licensee who may remain in the room at night for a maximum of two nights in any nine. Any such visit must not be repeated for a least seven clear days after the guest's departure. The Licensee must be in the Property when his or her guest stays overnight. Licensees are not permitted to have any guest to stay on consecutive weekends.
- 11.4 The Licensee is not permitted overnight guests if the room specified on the Accommodation Summary is a twin room.
- 11.5 The Licensee may not have overnight visitors in the Room or the Building who are under the age of 16.
- 11.6 The Licensee may only have daytime visitors who are under the age of 16 with the prior written permission of the Office of the Dean of Students.

12 TERMINATION: CESSATION OF STUDIES OR FAILING TO OCCUPY

- 12.1 The Licensee should be aware that the University often has a high demand for student accommodation and that this clause 12.1 is intended to assist the University in meeting that demand.

If the Licensee does not collect the key to the Room either:

- i. within 3 days of the commencement of the Licence Period and does not contact the University's Residential Allocations office either by email in accordance with clause 2.1 or by telephone to inform them of the Licensee's date of arrival; or
- ii. in any event within 2 weeks of the commencement of the Licence Period

then the University may at its election terminate this Agreement by giving immediate notice and this Agreement shall come to an end on the giving of such notice. If this

Agreement shall come to an end pursuant to this clause 12.1 the Licensee shall pay the Licence Fee for the period up to and excluding the date on which this Agreement comes to an end under this clause 12.1

In the event that the Licensee requires accommodation after this Agreement has terminated in accordance with this clause 12.1, then the University will use reasonable endeavours to find suitable accommodation for the Licensee on the same terms as this Agreement, subject to availability of such accommodation.

12.2 Without prejudice to clause 12.1 if the Licensee does not commence full-time study or ceases to be a full-time student of the University (whether voluntarily or due to an exclusion) then the Student shall have terminated this agreement as follows and the University may on becoming aware of the Licensee's status:

i. where the Licensee is in occupation of the Room at the time of the notice not less than 4 weeks' prior written notice (or such shorter period as the Licensee may agree); or

ii. where the Licensee is not in occupation of the Room immediate notice ("**Notice Period**") and this Agreement shall come to an end on the expiration of the Notice Period. If this Agreement is terminated under this clause 12.2, then the Licensee shall:

a. if applicable vacate the Room on or before the expiration of the Notice Period and notify Residential Allocations upon vacating the Room;

b. pay the greater of the sums comprising:

- i. the aggregate of the Licence Fee payable until the end of the Notice Period and any sum in respect damages to the University at a rate equivalent to the Licence Fee for every day that the Licensee remains in occupation (if applicable) after the expiration of the Notice Period; and
- ii. an equivalent to the Licence Fee calculated pro rata over a 4-week period commencing on the date that the University becomes aware that the Licensee shall not commence full-time study or ceases to be a full-time student. This fee is intended to be a contribution toward the University's loss of revenue in connection with the early termination of the Room.

This paragraph (b) is subject to the proviso that if the University is able to re-allocate the Room to another full-time student who is acceptable to the University (acting reasonably) sooner than the expiration of 4 weeks from the date on which the University becomes aware that the Licensee will not commence or has ceased to be in full-time study, then (provided that the Licensee has ceased to occupy the Room) the sum payable under this paragraph (b) will be reduced pro rata and a charge of £25 will be payable for termination of contract.

12.3 If the Licensee during the License Period ceases to occupy the Room (other than in the circumstances described in clause 12.2) and has returned the key then the Licensee may terminate the Licence and University may re-allocate the Room to another full-time student who is acceptable to the University (acting reasonably). If the Room is so re-allocated, then the Licensee shall have terminated the Licence. The University shall be entitled to charge £25 for termination of contract. For the avoidance of doubt, the Licensee shall remain liable for the Licence Fee until the date on which this Agreement

is terminated in accordance with this clause 12.3 and the University is not required to take steps to try to re-allocate the Room. The University would not re-allocate a room to any student already in accommodation that would create a liability elsewhere.

- 12.4 Where the Licensee ceases to be eligible (pursuant to clause 4.1(ii) of this Agreement) for accommodation then the University may terminate this Agreement in accordance with clause 12.2 above.
- 12.5 The University's rights to terminate this agreement under this clause 12 do not affect the Licensee's rights under the Protection from Eviction Act 1977.
- 12.6 Termination of this Agreement under this clause 12 does not affect either party's rights in respect of any outstanding obligations under the Agreement relating to the period prior to termination.

13 TERMINATION: FAILURE TO COMPLY WITH THE AGREEMENT

13.1 If at any time during the Licence Period:

- i. the Licence Fee or any part of it is unpaid for 14 days after becoming payable whether formally demanded or not; or
- ii. the Licensee commits a serious or persistent breach of its obligations in this Agreement; or
- iii. in the University's reasonable opinion the Licensee's behaviour constitutes a serious risk to the health, safety or welfare of the Licensee or others or to the University's property

then the University may terminate this Agreement:

- a. where the Licensee is not in occupation of the Room by giving immediate notice; or
- b. where the Licensee is in occupation of the Room by giving not less than 4 weeks' written notice or such shorter period as shall be agreed between the University and the Licensee.

("Breach Notice Period") and upon the expiry of the Breach Notice Period this Agreement shall come to an end and on the expiry of the Breach Notice Period this Agreement shall terminate.

In the event of termination under clause 13.1 the Licensee shall pay an equivalent to the Licence Fee calculated pro rata over a 4 week period from the date of the termination notice. This fee is intended to be a contribution toward the University's loss of revenue in connection with the early termination of the Room.

- 13.2 Termination of this Agreement under this clause 13 does not affect either party's rights in respect of any outstanding obligations under the Agreement relating to the period prior to termination.
- 13.3 The University's rights to terminate this agreement under this clause 13 do not affect the Licensee's rights under the Protection from Eviction Act 1977.

14. STUDENTS AGED UNDER 18

14.1 If at the time of formation of this Agreement the Licensee is under the age of 18, then the Licensee may within the date that 2 weeks from the Licensee's 18th birthday give to the University not less than 4 weeks' written notice to terminate this Agreement subject to the condition that the Licensee has paid in full all sums due to the University under this Agreement up to the end of the notice and, subject to that condition, on the expiration of that notice period this Agreement shall terminate but without affecting either party's rights in respect of any outstanding obligations under the Agreement relating to the period prior to termination.

15. AT THE END OF THE LICENCE PERIOD

On the termination of this Agreement for whatever reason the Licensee will:

- i yield up the Room in the same clean state and condition (fair wear and tear excepted) as it was at the beginning of the Licence Period and make good or pay for the repair of or replacement of all such items of the furniture fixtures fittings and effects as shall be broken, lost, damaged or destroyed during the Licence Period;
- ii leave the furniture and effects in the Room or places in which they were at the beginning of the Licence Period and not make any additions, alterations or exchanges to the Room or the Property or to the furniture, furnishing, fixtures, fittings and décor without the written consent of the University;
- iii leave the Room at the end of the last night of occupation as specified on The Accommodation Summary or on such other date of termination pursuant to clauses 12,13 or 14 and will be responsible for and indemnify the University in respect of the costs of any court proceedings brought to obtain vacant possession of the Room and for any costs incurred by the University as a result of the Licensee's failure to vacate.

16. VACATION BOOKINGS

16.1 If this Agreement relates to a Vacation Booking:

- i. these Terms and Conditions and the Incorporated Provisions shall apply so far as applicable to a short- term Room booking during a vacation period and excluding specifically
 - a. clauses 4.1, 12.2 and any provisions which stipulate that the Licensee must be a full-time student shall not apply;
 - b. clause 12.1 shall be replaced with the words:

"The Licensee should be aware that the University often has a high demand for vacation accommodation and this clause 12.1 is intended to assist the University in meeting that demand.

If the Licensee does not collect the key to the Room within 1 day of the commencement of the Licence Period and does not contact the University's Residential Allocations office either by email in accordance

with clause 2.1 or by telephone to inform them of the Licensee's date of arrival then the University may at its election terminate this Agreement by giving immediate notice and this Agreement shall come to an end on the giving of such notice. For the avoidance of doubt the Licensee shall remain liable for the Licence Fee for the period up to and excluding the date on which this Agreement terminates under this clause 12.1.

- ii. the Licensee may terminate this Agreement on giving a minimum of 2 days' prior notice to the University. On terminating this Agreement the Licensee shall pay to the University £25 for termination of contract;
- iii. For the avoidance of doubt, the Licensee may (if applicable) be allocated a different Room during the relevant vacation period than the Room he/she occupied during the academic year.

17. VAT

17.1 Any sums payable in respect of any taxable supplies made under this Agreement are exclusive of Value Added Tax (VAT). The Licence Fee is presently exempt from VAT. However, if during the Licence Period the University is required as a legal requirement to charge VAT on the Licence Fee or any other charges or fees levied under this Agreement or if any charges made by third parties to the University, which are properly recharged to the Licensee, are subject to VAT, then the Licensee shall pay the VAT in respect of those charges or fees.

18 GOVERNING LAW AND OTHER GENERAL PROVISIONS

- 18.1 This Agreement is governed by English law. All disputes relating to this Agreement will be heard in the English courts
- 18.2 The parties hereto do not intend to create the legal relationship of landlord and tenant between them, nor by this Agreement to create any leasehold interest.
- 18.3 The parties do not intend that this Agreement should confer any benefit on any third party.
- 18.4 The failure or delay of the University to exercise or enforce any right under this Agreement shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any time or times thereafter.
- 18.5 If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Agreement which will remain in full force and effect.
- 13.5 This Agreement is personal to the Licensee and may not be assigned to any other person.
- 13.6 The Parties agree to comply with the data protection legislation in force in England as at the date of this Agreement, including the Data Protection Act 2018 and the UK retained version of General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR") in addition to any other applicable laws in England relating to the processing of personal data and privacy, any national implementing laws, regulations and

secondary legislation and any successor legislation and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation, each as amended or updated from time to time, together the “**Data Protection Laws**”. No Party shall process or otherwise transfer Personal Data or Sensitive Personal Data/Special Categories of Personal Data (as defined in the Data Protection Laws) outside the United Kingdom of Great Britain and Northern Ireland and the European Economic Area except in accordance with both: a) the provisions of this Agreement; and b) the Data Protection Laws as may permit such transfer.