

## TENANCY AGREEMENT 2021/2022

### Parties:

- (1) UNIVERSITY OF THE HIGHLANDS AND ISLANDS, 12b Ness Walk, Inverness, Inverness-shire IV3 5SQ (Company Number SC148203) ("the University" "us", "we").
- (2) [STUDENT NAME]

[Student home address] ("the Tenant" "you")

INTRODUCTION	
<b>Nature of Agreement</b>	This Agreement creates a tenancy to give you a personal right to occupy the Accommodation during the Tenancy Period. We have the right, in accordance with this Agreement, to:-  Enter the Room and the Accommodation and authorise our employees to enter at any time and for any reason; and  require you to move to alternative Accommodation if necessary;
<b>Terms of this Agreement</b>	The terms of this Agreement are contained in this Agreement and any other regulations we may advise you of from time to time.
<b>Formation of Tenancy</b>	This Agreement will create a legally binding Tenancy between us and you.
<b>Duration of Tenancy ("Tenancy period")</b>	Unless specified otherwise the duration of the Tenancy created by this Agreement is continuous for the academic year 21/22 (inclusive of any public holidays) that fall within the period and commence on 28 <sup>th</sup> August 2021 and terminate on 19 <sup>th</sup> August 2022. You must vacate the Accommodation and remove all of your possessions by 12 Noon on the last day of the Tenancy Period.  Please note that if you vacate the Accommodation prior to the last day of the Tenancy Period you remain liable to comply with all your responsibilities under this Agreement (including payment of the rent) until the end of the Period of the Tenancy, unless the Agreement has been terminated in accordance with the procedures set out in terms of this Agreement. Moving out of the Accommodation and returning the key, key fob or key card to us is not sufficient to terminate this Agreement early and you will remain liable to comply with all your responsibilities under this Agreement to the end of the Tenancy.
<b>Our responsibilities</b>	Our responsibilities are set out in Clause 1
<b>Our rights</b>	Our rights are set out in Clauses, 3, 5 and 6.
<b>Your responsibilities</b>	You agree to accept the responsibilities set out in Clause 2. If you fail to meet these, we will tell you and (unless the failure is serious or persistent) we will give you a chance to put things right. If the failure is serious or persistent, we will be entitled to take action against you which may result in termination of this Tenancy.
<b>Your rights</b>	Your rights are set out in Clause 4
<b>Guarantor's Obligations</b>	Your Guarantor's obligations are set out in Clause 10 of this Agreement

<b>Variations to this Agreement</b>	Except for changes made by government legislation, this Agreement cannot be changed without our prior agreement.	
<b>Enquiries</b>	<p>If there is anything you do not understand or if you have queries relating to this Agreement contact the Accommodation Office.</p> <p>If you require advice about this Agreement, please seek advice from a Citizens' Advice Bureau, Law Centre or a solicitor.</p>	
<b>Glossary</b>	This Agreement contains certain words which legal meanings which are explained in the Glossary in Part 2 of the Schedule	
<b>1.</b>	<b>OUR RESPONSIBILITIES</b>	
1.1	<b>Services &amp; facilities</b>	<p>During the Tenancy Period we will use reasonable endeavours to:-</p> <p>1.1.1 maintain the structure of the Building and keep the Building and the central heating and hot water systems, electrical services for power and lighting , drainage and water services and data and phone services serving the Building ("the Service Media) in reasonable repair and fit for use;</p> <p>1.1.2 provide such heating as we consider adequate (acting reasonably);</p> <p>1.1.3 provide an adequate supply of hot water for normal domestic use;</p> <p>1.1.4 provide basic Wi-Fi (which can be upgraded by you at your cost in accordance with the details contained in the Room, in which case you will be responsible for all, Wi-Fi service accounts for the Room attributable to your Tenancy).</p> <p>1.1.5 provide security services to the Building;</p>
		We shall not be liable for the temporary deprivation of the occupancy or the use and enjoyment of the Room by or through the bursting, leaking, failure or interruption to services provided by the Service Media.
<b>2.</b>	<b>YOUR RESPONSIBILITIES</b>	
2.1	<b>Rent</b>	<p>2.1.1 You must pay the Rent during the Tenancy Period in accordance with Part 1 of the Schedule.</p> <p>2.1.2 The obligation to pay the Rent applies irrespective of your individual course dates (which may start later or finish earlier than the Tenancy Period) and irrespective of when or if you actually move into the Accommodation.</p> <p>2.1.3 If the whole or any part of the Rent remains unpaid you must pay interest at the rate of 3% above the base rate of Clydesdale Bank plc from time to time on the outstanding amount from the due date of payment until payment is received in full</p> <p>2.1.4 If someone other than you pays the Rent this will not affect your responsibilities under the Agreement or confer any rights or benefits on that party.</p> <p>2.1.5 If this Tenancy continues after the stated end of the Tenancy Period the Rent will be the reviewed up to the then current market rental determined, failing agreement, by an arbiter appointed, failing agreement, by the Chairman for the time being of the Scottish Branch</p>

		of the Royal Institution of Chartered Surveyors. We will give you a minimum of 4 weeks' notice in writing of the reviewed Rent
2.2	<b>Room Condition</b>	<p>2.2.1 We will give you inventory of contents on the date you occupy your Room. You must check the inventory within five days and return it to the Accommodation Office within seven days. Failure to do so means you accept the inventory is accurate. The inventory will be checked on or immediately prior to the date on which you vacate the Room.</p> <p>2.2.2 You accept the Accommodation and contents as being clean and in good condition, fit for the purpose. You are must keep them in good order and clean condition except for fair wear and tear (the inventory referred to in this Clause being evidence of the existing condition).</p> <p>2.2.3 It is your responsibility to notify us as soon as possible of any defects, breakages in or repairs needed to the Room, the Flat Common Areas or the contents. If you fail to notify us you may be held liable for the cost in whole or in part of repairs when discovered by us.</p>
2.3	<b>Using the Accommodation</b>	<p>1.3.1 You are the only person authorised to occupy the Accommodation.</p> <p>1.3.2 You must not run a business from the Accommodation.</p> <p>1.3.3 You cannot transfer this Agreement (or your rights) to anyone else or allow anyone else to live in or use the Accommodation.</p> <p>1.3.4 You must allow our staff and/or contractors and/ or those authorised by us to enter the Accommodation in accordance with this Agreement.</p>
2.4	<b>Visitors</b>	<p>2.4.1 You are responsible for the behaviour of your Visitors and must ensure that they do not breach this Agreement. If they do, this will be a breach by you.</p> <p>2.4.2 You agree that we may remove or exclude your Visitors from the Accommodation or the Building where we have grounds to believe this is necessary for the safety or well- being of others.</p> <p>2.4.3 You are not permitted to allow anyone to stay overnight in the Accommodation.</p> <p>2.4.4 You must not allow visitors to the Room or the Building to be noisy or disruptive.</p> <p>2.4.5 You will be liable for the cost of making good all damage cause by your Visitors.</p>
2.5	<b>Your Conduct and Respect for others</b>	<p>You must:-</p> <p>2.8.1 show respect, at all times, for all persons living and/or working in the in the locality of the Building;</p> <p>2.8.2 not cause or act in a way likely to cause alarm, distress, nuisance, harassment or annoyance to any person or cause damage to anyone's property or engage in a course of conduct of antisocial behaviour.</p> <p>2.8.3 not harass or act in an antisocial manner to, or pursue a course of antisocial conduct against any person in the neighbourhood. Such persons include residents, visitors, agents and contractors and those in the Room and the Building. Harassment of a person includes causing the person alarm or distress. Antisocial behaviour includes speech. A course of conduct means antisocial behaviour on at least two occasions.</p> <p>2.8.4 not use violence or threaten to use violence, verbally assault or harass or threaten to harass (including harassment on grounds of age, gender, sexual orientation, religion, belief, race, culture, disability or lifestyle) any person;</p>

		<p>2.8.5 keep noise at a level that does not interfere with the study, sleep or comfort of persons living and/or working in the Building or any neighbouring property (whether or not such property is owned by us) and, in particular, not to make or allow any loud noise (including televisions, sound systems, musical instruments and DIY tools) between <b>23.30</b> hours and <b>07.30</b> hours;</p> <p>2.8.6 not bring into either the Accommodation or the Building any weapons, illegal items or offensive or dangerous items (e.g. including but without limitation licenced firearms, models, paintball guns, replica, ceremonial or toy weapons, knives, martial arts weapons or air-weapons and dangerous sporting items) or allow the Accommodation to be used for purposes that we consider to be, or are, criminal, immoral or illegal;</p> <p>2.8.7 not use the Accommodation to be used for the selling, supplying or using of illegal substances (including drugs, psychoactive substances and nitrous oxide), storing or handling stolen goods or prostitution;</p> <hr/> <p>2.8.6 not commit any arrestable offence or criminal act which we consider (acting reasonably) makes you unsuitable to continue to live in the Accommodation;</p> <p>2.8.7 not allow use of Building facilities by non-residents;</p> <p>2.8.8 not smoke in the Accommodation or the Building;</p> <p>2.8.9 not place any items on, or hang or throw anything from the balconies or windows of either the Accommodation or the Building and not place anything on external windowsills;</p> <p>2.8.10 not use blu-tac, nails, pins or sellotape on any walls, doors, windows or furniture within your Room or the Accommodation or the Building (except where permitted on noticeboards designated for such use);</p> <p>2.8.11 not display or distribute any material (including posters and leaflets) that we</p> <p style="padding-left: 40px;">acting reasonably) deem offensive or potentially offensive anywhere in the Accommodation or the Building;</p> <p>2.8.12 place any rubbish and recyclable materials in designated areas in the Building</p> <p>2.8.13 not store bicycles in the Accommodation or the Building except in the designated bicycle storage areas;</p> <p>2.8.14 comply with car, motorcycle and bicycle parking rules issued by us and park only in designated parking spaces</p>
2.9	<b>Maintenance alterations and</b>	<p>You agree:-</p> <p>2.9.1 not to make any alterations to or damage the Accommodation or the Building (including, but not limited to fitting or installing any satellite dish, television or radio aerial, decorating or damage caused by neglect or misuse) or remove, alter or damage anything provided by us;</p> <p>2.9.2 save for bedding, not to bring any soft furnishings or other furniture into the Accommodation and/or the Building</p> <p>2.9.3 not to leave any personal belongings or other obstacles in the Building Communal Areas or shared areas of the Accommodation or make these areas dirty, unsafe or untidy. If we have to remove anything or arrange for additional cleaning, we may charge you for the cost of</p>

		<p>doing so.</p> <p>2.9.4 not to put anything which is likely to cause blockage in any pipes or drains.-or allow showers, sinks or basins to overflow;</p>
2.10	<b>Safety and security</b>	<p>2.10.1 The fire safety and detection equipment must not be tampered with. If you misuse the equipment, it will be treated as a serious disciplinary offence and we may terminate this Tenancy. You must attend a fire training session when requested and must obey the fire evacuation procedures and vacate the Building when an alarm sounds (except for pre-advised tests).</p> <p>2.10.2 You must not do anything or allow anything to be done in the Accommodation nor bring anything in that increases the risk of fire or the rate of fire insurance on the Building, or obstructs or interferes with the rights of other persons within the Building or in any way injures or annoys them or conflicts with the laws relating to fires or other risks or with any insurance policy upon the Building.</p> <p>2.10.3. All windows within the Building are fitted with safety catches; these are designed to restrict opening width. You are not permitted to open the windows beyond the restrictors.</p> <p>2.10.4 It is essential that the extractor fans in toilets and shower rooms are kept switched on at all times as they are designed to work automatically to keep the Accommodation free of condensation and mould.</p> <p>2.10.5 You must comply with all notices from us regarding health and safety. These may be displayed within the Building, emailed or verbally given.</p> <p>2.10.6 You must not use flammable, inflammable or explosive materials (except in small quantities normally used in homes (hair spray, paper, aerosols)</p> <p>2.10.7 You must not use cookers, candles, oil lamps, tea lights, incense burners, shisha pipes, portable gas heaters, deep fat fryers or fairy lights (mains and battery operated) within any part of the Building, including your Room</p> <p>2.20.8 You must not prop fire doors open or damage any firefighting equipment.</p> <p>2.10.9 Electrical appliances</p> <p>You agree:</p> <ul style="list-style-type: none"> <li>(a) only to use the cooking and/or other electrical kitchen equipment supplied by us and not to use any other cooking or heating appliances in the Accommodation or Building,;</li> <li>(b) to permit us to have access to your room to conduct a Portable Appliance Test on electrical appliances in the Room</li> </ul>
		<p>2.10.13 Security</p> <p>You must ensure that the Accommodation and the Building are secure at all times. This includes (but is not limited to):</p> <p>2.10.13.1 keeping your key card with you at all times;</p> <p>2.10.13.2 never marking your key card with your address, or copying them or giving them or any key codes to anyone else;</p> <p>2.10.13.3 locking the door to your Accommodation and corridor/main entrance doors in the Building when entering or leaving and ensuring that</p>

		<p>windows in the Accommodation are closed before you go out;</p> <p>2.10.13.4 not letting anyone you do not know into the Building and accompanying your Visitors at all times;</p> <p>2.10.13.5 reporting lost key cards to the Accommodation Office as soon as practicable after discovery (you will remain responsible for such items until they are reported as lost). You will be liable for the costs of replacing Lost key cards (currently £15 but may be reviewed from time to time) and if such lost items have personal details we may have to change the locks;</p> <p>2.10.13.6 promptly reporting to Accommodation Office any suspicious circumstances likely to affect the security of the Building;</p> <p>2.10.13.7 reporting damage to the Building caused by an intruder to the Accommodation Office as soon as reasonably practicable (and in any event within 24 hours of becoming aware of the same); and</p> <p>2.10.13.7 promptly showing your University identity card if requested to do so by any member of University staff.</p>
		<p>2.10.14 Heal th and Safet y</p> <p>You agree:-</p> <p>2.10.14.1to report to the Accommodation Office any accident in which you are involved or any incident that could have resulted in injury which may indicate a need for facilities in the Accommodation or Building to be adjusted;</p> <p>2.10.14.2to provide advance notice to the t Accommodation Office if you intend to be away from the Accommodation for more than 7 nights;</p> <p>2.10.14.3to comply with guidance regarding the use of lifts (if any) in the Building;</p> <p>2.10.14.4to notify the Accommodation Office in writing if you are subject to any bail conditions that relate to or may affect the Accommodation or the Building or your use of them;</p> <p>2.10.14.5to inform the Accommodation Office and your local doctor, if you are diagnosed with or have been in contact with an infectious or contagious disease. If the infection or contact takes place in the vacation, you should not resume residence unless we are reasonably satisfied that there is no risk of disease affecting other residents, and to this end we may (always acting reasonably) request that you provide a medical or quarantine certificate as a pre-condition of returningto the Accommodation;</p> <p>2.10.14.6not to fly drones within, or in the vicinity of, the Building or any of our other residences; and</p> <p>2.10.14.7not to order any food/perishables or alcohol for delivery to the Accommodation or the Building unless you are available to accept delivery of such items in person.</p>
2.11	<b>Pets</b>	<p>You must not keep animals, birds, reptiles, insects or fish. If you require an Assistance Dog or therapy pet please contact the Accommodation Office before Accepting this Agreement;</p>

2.12	<b>At the end of the Agreement</b>	<p>At the end of the Tenancy Period (or earlier termination of this Agreement) you agree:</p> <p>2.12.1 to vacate the Accommodation by 10am on either the last day of the Tenancy Period;</p> <p>2.12.2 to return all key cards to the Accommodation Office. If key cards are not returned or are lost during the Tenancy Period we will have to either fit new locks or replace the key card and we will charge you for the reasonable cost of this. If lost key cards are located, they must be returned to the Accommodation Office as soon as possible;</p> <p>2.12.3 to leave the Accommodation in a clean and tidy condition and leave all items listed in the Inventory in the same condition as at the start of the Tenancy Period, fair wear and tear excepted. If you fail to do this, you will be responsible for the cost of cleaning and/ or carrying out any necessary repairs to the Accommodation, and repairing or replacing damaged items; and</p> <p>2.12.4. if you leave rubbish in the Accommodation, you agree that we can dispose of it and charge you for the reasonable cost of doing so. If you leave personal belongings we will notify you and give you up to 21 days to collect them. If you do not collect them within that period, we will dispose of them and charge you for the reasonable cost of doing so. If bicycles are left in the communal bike storage areas, we will use reasonable endeavours to identify their owner but if we are unable to do so, we will place a notice on the bicycle notifying the owner that they have 21 days in which to collect the bicycle.</p>
2.13	<b>Shared Areas</b>	<p>If your Room is part of a shared flat and you are sharing the Accommodation you agree that:-</p> <p>2.13.1 you will not allow more than 10 people (in total, regardless of whether the Visitor is visiting you or the other occupier of the shared Accommodation) in the Accommodation at any given time;</p> <p>2.13.2 you will act fairly, reasonably and considerately towards the co-occupier of the Accommodation when hosting Visitors;</p> <p>2.13.3 you will have proper respect for the privacy, possessions and reasonable wishes of the co-occupier of the Accommodation;</p> <p>2.13.4 if any of the co-occupiers of the Accommodation (the "Sharer") leaves the shared Flat / then we may:</p> <p>(a) replace the Sharer at any time with another student;</p> <p>(b) relocate you in accordance with the provisions in Clause 3.4.</p>
<b>3. OUR RIGHTS</b>		
3.1	<b>Alterations and building works</b>	<p>We have the right to carry out any alterations or building works at the Accommodation, the Building without liability for disturbance provided that, as far as practicable, we have used reasonable endeavours to minimise disturbance.</p>
3.2	<b>Access &amp; inspection</b>	<p>3.2.1 We and our agents have a right of access to the Room for the purpose of inspecting the Room at all reasonable times subject to giving twenty four hours' notice (save in the event of an emergency) We shall retain an access device for the Room, the Accommodation and the Building. As a statutory requirement this will include undertaking periodic inspection of the Service Media which may involve switching</p>

		<p>off the electricity for up to four hours. If an email is sent to you at your contact email address held on file this will be deemed to constitute “written notice”. Where you have reported a fault or a fault has been noted following inspection, no written notice will be given). You have the right to be present at the checking of the inventory of Contents and you must be present when the inventory is checked on or immediately prior to the end date of this Agreement.</p> <p>3.2.2 You shall permit us or our agents’ immediate access to the Room in the case of emergency whether or not notice has been given.</p> <p>3.2.3 If you fail to implement the obligations imposed on you in relation to repair and maintenance of the Room or contents, we or our agents may enter the Room and carry out work as may be necessary and charge the you with the full cost thereof, which cost shall be payable not later than two months after demanded.</p> <p>3.2.4 Examples of situations in which we will need to access the Accommodation include, but are not limited to, the following: (a) in an emergency, for example fire or flooding; (c) in order to maintain or repair the Accommodation, or any other part of the Buildings to comply with our responsibilities under this Agreement; (d) to carry out Room and/or Accommodation inspections; (e) to test any fire equipment; (f) to inspect the Accommodation prior to your departure; (g) if we have grounds to be concerned for your welfare or the welfare of your Visitors, for example if there are reports of self- harm or attempted suicide; and/or (h) if we have reasonable grounds for suspecting that illegal activities are being carried out in the Accommodation, for example drug taking or prostitution.</p> <p>3.2.5 If we do not give you prior notice of our intention to enter the Accommodation, we will knock on the door first in order to see if you are present.</p> <p>3.2.6 If you are not present then, irrespective of whether or not this relates to a visit of which we have given you notice, we will let ourselves into the Accommodation. We will charge you with any reasonable costs we incur if, when calling on a pre-arranged visit, we cannot gain access to the Accommodation (e.g. because access is refused or you are not in).</p> <p>3.2.7 In an emergency (e.g. water is overflowing or someone’s life or safety is at risk), if you do not give us access we may have to force entry; if we do, we will secure the Accommodation and repair any damage caused. If we have to force entry because of your neglect or misuse of the Accommodation or your failure to report repairs, we will charge you with the reasonable cost of having to force entry and repair any associated damage.</p>
3.3	<b>Removal of items from the Accommodation</b>	<p>We may remove from the Accommodation or Building any items that belong to you or your Visitors and which we consider (acting reasonably) are dangerous and/or may cause a fire hazard or a nuisance, subject to giving you prior warning. If we remove an item, we will notify you of this and confirm who you need to contact in order to recover it. You will not be allowed to take the item back into the Accommodation or Building.</p>
3.4	<b>Our right to require you to relocate</b>	<p>3.4.1 We reserve the right to move you to alternative accommodation at any time. We will normally only require you to move to alternative accommodation for:-</p> <p>(a) for reasonable management reasons (e.g. where we consider, acting reasonably, that we need to carry out works to the Accommodation that the Accommodation or Building is unfit for</p>



		<p>occupation, or where the Tenancy Period includes the Christmas, Easter and/or Summer vacations and the Building is not fully occupied during the vacation);</p> <p>(b) where we reasonably consider that, because of your behaviour, it is necessary to move you from the Accommodation to protect your well-being or safety or the well-being or safety of others or to prevent damage to the Accommodation;</p>
		<p>3.4.2 If we request you to relocate:</p> <p>(a) we will give you written notice of this, provide details of the alternative accommodation and notify you of the date on which you are to relocate. We will give you reasonable notice of this date, taking into account the circumstances. This may mean that, in certain circumstances, the notice period may be as little as 24 hours or immediately in case of emergency;</p> <p>(b) if the alternative accommodation is not satisfactory to you (acting reasonably), you may terminate this Agreement. If you wish to do so, you must give the Accommodation Office written notice of this no later than 7 days after the date of the written notice that we have given to you under clause (a). The Agreement will then end on a date 7 days after your notice to terminate was given to the Accommodation Office, or such other date as you may agree with the Accommodation Office (acting reasonably). We will refund any Rent you have paid in respect of the period after the termination date;</p> <p>If you do not move out of the original Accommodation following a request by us to do so, we can take legal action to force you to move out.</p>
<b>4.</b>	<b>YOUR RIGHTS</b>	
4.1	<b>Occupation</b>	<p>For the Tenancy Period we grant you the following rights:-</p> <p>4.1.1 the right to occupy the Room and to use the Flat Common Areas;</p> <p>4.1.2 (if applicable) the non-exclusive right (in common with us and all others that we authorise to do so) to use any parts of the Accommodation which do not form part of the Room; and</p> <p>4.1.3 the non-exclusive right (in common with us and all others that we authorise to do so) to use the Building Communal Areas.</p>
<b>5.</b>	<b>IF YOU BREACH THIS AGREEMENT</b>	
5.1	<b>Payment for loss or damage</b>	<p>5.1.1 You must pay for all reasonable loss and damage we suffer as a result of a breach of this Agreement by you or your Visitors. This includes (but is not limited to), costs properly and reasonably incurred by us in arranging additional cleaning, repairing or replacing our fixtures, fittings, furniture or equipment, collecting arrears, paying professional advisors, pursuing court proceedings, administration expenses and any income we lose arising from your failure to move out of the Accommodation.</p> <p>5.1.2 Where damage is caused to the Accommodation or the Building Communal Areas and we are unable to identify the perpetrators (and we will use reasonable endeavours to identify them), we may (acting reasonably) charge you a fair proportion of the reasonable cost of making good any loss or damage unless you can demonstrate that you were not at the Accommodation or in the Building when the damage occurred.</p>

5.2	<b>Procedures for dealing with breaches</b>	<p>If you or your Visitors breach the terms of this Agreement then action may be taken against you under the procedure set out below:</p> <p>5.2.1 On us identifying or becoming aware of any breach by you we will decide whether to:</p> <ul style="list-style-type: none"> <li>(a) take no action;</li> <li>(b) discuss this with you informally;</li> <li>(c) write to you to draw your attention to the alleged breach and/or take further action in accordance with this clause 5 (at our discretion).</li> </ul> <p>The above procedure will not apply if you have failed to pay the Rent in accordance with the terms of this Agreement.</p>
<b>6. TERMINATION OF THIS AGREEMENT</b>		
6.1	<b>Your rights to terminate</b>	<p>You may terminate this Agreement if you:</p> <p>6.1.1 withdraw from or interrupt your course of study and you satisfy the following conditions:</p> <ul style="list-style-type: none"> <li>(a) you give to the Accommodation Office not less than four weeks written notice of your intention to terminate this Agreement and, in the notice, you specify the End Date; and</li> <li>(b) you have paid, in full on or before the End Date all of Rent due under this Agreement up to and including the End Date.</li> </ul> <p>6.1.2 If you terminate this Agreement without giving the required period of notice under clause 6.1.1 above we will charge you a fee of £50 towards losses incurred by us as a result of early termination of the Agreement.</p>
6.2	<b>Our right to terminate for breaches</b>	<p>We may terminate this Agreement in any of the following circumstances -</p> <p>6.2.1 if you have failed to pay the whole or any part of the Rent in accordance with the payment terms set out in Schedule 1 (whether formally demanded or not) and the Rent (or any part of it) has been outstanding for 4 weeks or more;</p> <p>6.2.2 In the above circumstances we shall be entitled to end this Agreement by serving not less than 14 days' notice on you and failing you vacating the Room to apply for a Court Order confirming the termination of this Agreement and allowing us to recover possession of the Accommodation. or;</p> <p>6.2.3 where you have committed a serious breach or have persistently breached the conditions of this Agreement and, having followed the procedure set out at Clause 5 above, we have decided to terminate the Agreement (for the avoidance of doubt we consider any breach of your obligations relating to Respect for Others and Fire Safety as a serious breach of this Agreement and if you or one of your Visitors, breaches these clauses we may terminate this Agreement).</p>
6.3	<b>Our right to terminate for other reasons</b>	<p>We may also terminate this Agreement by giving you not less than:-</p> <p>6.3.1 4 weeks written notice if any information supplied by you, or on your behalf, in connection with your application to us for a place in the Accommodation is untrue, inaccurate or misleading, or if you fail to disclose relevant information which would amount to a misrepresentation, and we consider (acting reasonably) that the</p>

		<p>relevant information makes you unsuitable to live in the Accommodation;</p> <p>6.3.2 4 weeks written notice if you take a leave of absence or suspension of or interruption in your course of study that you are pursuing with us for a period of one month or more; or</p> <p>6.3.3 4 weeks written notice if you are no longer pursuing a course of study with us or a Relevant Education Provider. You must inform us in writing of your intention to terminate your studies and ensure the completion of all necessary documentation to formally register your withdrawal from the University. You will, in the period after giving such notice, allow us to have access to the Accommodation (on at least one day's notice being given to you, which can be by e-mail or other electronic means of communication) for the purposes of showing the Accommodation to prospective tenants.</p> <p>6.3.4 If you are expelled from your course of study by us or a Relevant Education Provider your Tenancy will be terminated with immediate effect.</p>
6.4	<b>Effect if we terminate the Agreement</b>	<p>6.4.1 If this Agreement is terminated this will not affect our rights to claim against you</p> <p>(a) for any loss or damage caused by any breach of the Agreement by you or your Visitors; and</p> <p>(b) for arrears of Rent due up to the termination date, End Date or the date you vacate the Accommodation, whichever is the later;</p> <p>6.4.2 If you do not move out of the Accommodation by the termination date or the End date, we may take legal action in order to obtain a court order requiring you to move out.</p>
7.	<b>COMPLAINTS/ APPEALS</b>	
7.1	<b>Procedure</b>	If you are unhappy with a decision that we have made you should, in the first instance, discuss this with the Accommodation Office.
8.	<b>Students of Relevant Education Providers</b>	
8.1	<b>Proof of Status with a Relevant Education Providers</b>	<p>8.1.1 If you are not a student with us you must for the whole Tenancy Period be a student of, and attend at a course provided by, a Relevant Education Provider</p> <p>8.1.2 If your studies with the Relevant Education Provider are terminated for any reason this will be a breach of this Agreement entitling us to terminate this Agreement. In those circumstances we will be entitled to recover possession of the Accommodation and recover all losses and damages incurred due to your breach and to otherwise enforce the terms of this Agreement</p> <p>8.1.3 If you are not student with us, you will deliver evidence to us (a) before taking up the Accommodation and (b) at the start of each term, that you are a student of and attend at, a Relevant Education Provider.</p> <p>8.1.4 Without prejudice to any other condition of this Agreement it is an essential condition of this Agreement that if you withdraw from your course with the Relevant Education Provider for any reason you must inform us in writing of your and ensure the completion of all necessary documentation to formally register your withdrawal. You will require to give us 4 weeks' notice in writing of your intention to withdraw from</p>

		<p>your course. You will, after giving such notice, allow us to have access to the Accommodation (on at least one day's notice being given to you, which can be by e-mail or text) for the purposes of showing the Accommodation to prospective tenants.</p> <p>8.1.5 If you are expelled from your course of study by the Relevant Education Provider you will immediately notify us in writing and in these circumstances your Tenancy will be terminated with immediate effect,</p>
<b>9.</b>	<b>Other Matters</b>	
9.1	<b>Notices</b>	<p>9.1.1 In the case of all letters and notices sent to us these must be sent as follows (in order for the letters or notices to be deemed to be received):</p> <p>(a) us to you will be properly served if they are (i) prior to you arriving at the University, delivered to you by hand, first class post, or special delivery at the address you provide to us when applying to us for the Accommodation (or such other address that you have notified us about in accordance ) and (ii) following your arrival at the University, delivered to you by hand, leaving it at your Room or at the Accommodation Office or by e-mail to your contact e-mail address;</p> <p>(b) you to us will be properly served if left or sent to us (by first class post or special delivery) at the Accommodation Office.</p> <p>9.1.2 A notice sent by the following means is to be treated as having been received:</p> <p style="padding-left: 40px;">if delivered by hand, on the day of delivery; or</p> <p style="padding-left: 40px;">if sent by first class post or special delivery, on the first working day after posting; or</p> <p style="padding-left: 40px;">if sent by e-mail on the day it is sent (provided it is sent prior to 5pm, if it is sent after 5pm, it will be deemed to have been delivered the following day)</p> <p>9.2. You will notify us of any change to the address you provide to us when applying to us for the Accommodation.</p> <p>9.3 You will pass on to us immediately any statutory letters or notices served on you by a third party).</p>
9.3	<b>Data Protection</b>	<p>9.3.1 We require to process data relating to you for the purpose of administering this Agreement</p> <p>9.3.2 By entering into this Agreement you authorise us to:-</p> <p>9.3.2.1 use your personal data for all lawful purposes in connection with this Tenancy (including debt recovery, crime prevention, allocating rooms or where there is a serious risk of harm to you or to others in the Building or to the Landlord's or other people's property) and.</p> <p>9.3.2.2 share your sensitive personal data with our academic partners and/or for all reasonable purposes connected with the Tenancy.</p> <p>9.3.3 <b>More details of how we process your personal data is available in our</b></p>

		<p><b>"Privacy Notice" available on our website</b> <a href="https://www.uhi.ac.uk/en/t4-media/one-web/university/privacy-notices/privacy-notice-tenancy-agreement-for-uhi-residences.pdf">https://www.uhi.ac.uk/en/t4-media/one-web/university/privacy-notices/privacy-notice-tenancy-agreement-for-uhi-residences.pdf</a></p>
9.4	<b>Liability for loss or damage</b>	We shall not in any circumstances incur any liability in respect of loss or damage to any person or property or otherwise unless the loss or damage was caused by our negligence.
9.5	<b>Recovery of expenditure</b>	Where we have referred in this Agreement to our right to recover our costs and losses from you because of breaches by you of the terms of this Agreement the current indicative scale of expenditure which we might incur and for which you might be liable is set out in Part Three of the Schedule called "Scale of Charges"
9.6	<b>Governing law</b>	<p>9.6.1 This Agreement is governed by Scots law and international students should be aware that this may differ from the law in their home country.</p> <p>9.6.2 If any aspect of this Agreement is held to be illegal, invalid or unenforceable, the remainder of this Agreement will be unaffected.</p>
9.7	<b>Legislation</b>	<p>The Contract (Third Party Rights) (Scotland) Act 2017 does not apply to this Agreement. This means that no one can enforce any rights or obligations under the Agreement other than you and us.</p> <p>The Tenancy created by this Agreement is not a tenancy which has the status and protections conferred by The Private Housing (Tenancies) (Scotland) Act 2016 and is not a "Private Residential Tenancy" as defined in that Act</p>
9.8	<b>VAT</b>	At the date of this Agreement the Rent is exempt from VAT but we reserve the right to charge VAT if it becomes payable during the Tenancy Period.
9.9	<b>Council tax</b>	If for any reason Council Tax becomes due for the Accommodation because of your actions then you will pay it (or reimburse us for any sums we pay within 14 days of written demand).
9.10	<b>Television Licence</b>	If you bring a television onto the Accommodation, watch live or on-demand television through your computer or otherwise require a television licence for any device that you use in the Accommodation or the Building (save for any device supplied to the Communal Areas by the University), you will be responsible for obtaining your own television licence and by bringing the device into the Accommodation/Building you confirm that you have obtained a television licence.
<b>10.</b>	<b>Guarantors</b>	
10.1	<b>If we ask for a Guarantor</b>	10.1 If we ask you to provide a Guarantor the Guarantor is responsible for ensuring that you pay the rent and perform and any other monetary obligations under this Agreement. If you do not pay the Rent and/or any other sums due under this Agreement, the Guarantor we will be entitled to ask your Guarantor to pay on demand to us instead and the Guarantor will reimburse us for any losses, damages, costs and expenses suffered by or incurred by us as a result of your failure to adhere to the terms of this Agreement. We are under no obligation to claim against you before bringing any action against the Guarantor.
10.2	<b>Guarantor's guarantee to pay</b>	10.2 The Guarantor guarantees to us that you shall pay the Rent and any other amount due under this Agreement and comply with your other obligations under this Agreement and that if you fail to pay the rent or other money due or to observe or perform any of your obligations, the Guarantor shall pay or observe and perform them.

10.3	<b>Guarantor's Undertakings</b>	10.3 The Guarantor confirms and undertakes that they are: - 10.3.1 Resident in the United Kingdom; and 10.3.2 In full-time employment or retired and in receipt of a private pension
10.4	<b>Guarantor's Indemnity</b>	10.4 The Guarantor undertakes with us as a principal obligor and as a separate and independent obligation and liability from their obligations and liabilities under this clause to indemnify us against any failure by you to pay the Rent or other amount due or any failure by you to observe or perform any of your obligations under this Agreement.
10.5	<b>Notification to Guarantor</b>	10.5 If you breach this Agreement at any time, we reserve the right to advise the Guarantor of any such breach without prior notice.
10.6	<b>Guarantor's Ongoing Liability</b>	10.6 The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by: 10.6.1 any time or indulgence granted by the us to you for you to comply with your obligations; 10.6.2 any delay or forbearance by us in enforcing the payment of the Rent or other amount due or the performance of any of the your obligations, including payment of rent, under this Agreement; 10.6.3 Our exercising any right or remedy against you for any failure to pay the Rent or other amount due or to observe or perform your obligations under this Agreement; 10.6.4 Our taking any action or refraining from taking any action in connection with the this Agreement; or 10.6.5 Your death or becoming incapable of managing your affairs.
10.7	<b>Our right to request replacement Guarantor</b>	10.7 We are entitled to insist on a replacement guarantor if the Guarantor is at any time neither in full-time employment or retired nor in receipt of a private pension nor a United Kingdom resident.
<b>11.</b>	<b>Coronavirus Provisions</b>	
11.1	<b>Your right to terminate because of Coronavirus</b>	You may only, for a reason relating to Coronavirus, terminate the Tenancy created by this Agreement by giving to us 28 days' notice in writing of the intention to terminate at the end of the relevant 28 day period in accordance with the provisions of Schedule 1, Part 1 of the Coronavirus (Scotland) (No. 2) Act 2020

**BEFORE SIGNING THIS AGREEMENT, THE TENANT SHOULD READ THE FOLLOWING NOTES:**

This Agreement is a legally binding document. Signing it means that you have read, understand and agree to be bound by its terms. You should therefore satisfy yourself that this is indeed the case before signing. You should be aware that you will be bound for the whole of the Tenancy Period (as defined above) and will not be released from you obligations until the Tenancy period expires. If you do not understand anything in this Agreement, then it is strongly suggested you ask for an explanation before signing it. The Tenant may consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

**Tenant**

.....  
signature of witness

.....  
signature of

.....  
full name of witness (print)

.....  
date of signing

.....  
.....  
address of witness

.....  
.....  
place of signing

**BEFORE SIGNING THIS AGREEMENT, THE GUARANTOR SHOULD READ THE FOLLOWING NOTES:**  
This Agreement is a legally binding document. Signing it means that the Guarantor has read, understands and agrees to be bound by its terms. The Guarantor should therefore satisfy themselves that this is indeed the case before signing. The Guarantor should be aware that they will be bound for the whole of the Tenancy Period (as defined above) and will not be released from their obligations until the Tenancy Period expires. If the Guarantor does not understand anything in this Agreement, then it is strongly suggested that they ask for an explanation before signing it. The Guarantor may consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

**Guarantor**

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signature of witness

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signature of

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.....  
full name of witness (print)

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.....  
date of signing

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address of witness

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place of signing

**University of the Highlands and Islands**

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signature of witness

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signature of authorised signatory

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full name of witness (print)

.....  
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date of signing

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address of witness

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place of signing

## This is the Schedule of 3 parts referred to in this Agreement

Part 1 Rent		
1.	<b>Payment of Rent</b>	<p>1.1 Your Rent must be paid as provided below:-</p> <p>1.1.1 a payment of £200 when you accept our offer of accommodation. This will be a payment in advance of Rent and thereafter. This payment will be forfeited if you do not take up occupation of the Accommodation.</p> <p>1.1.2 £115 per week. You can choose to pay the entire amount at once or alternatively set up a monthly recurring bank transfer with the first payment due on or before the date of the start of the Tenancy.</p> <p>1.2 Rent should be paid by bank transfer. The Accommodation Office will provide you with details of the dates and amounts due and our bank account details.</p>
Part 2 GLOSSARY		
Words used in this Agreement and in these Terms and Conditions have the following meanings:		
<b>Accept</b>	<p>Means to formally accept these terms by clicking or signing this Agreement and "Accepted" and "Accepting" are to be interpreted accordingly.</p> <p>If you move into the Accommodation without formally accepting the terms of this Agreement you will be deemed to have Accepted the terms of this Agreement and entered into a legally binding contract with us, which is subject to the terms of this Agreement, by your action of moving into the Accommodation.</p>	
<b>Accommodation</b>	Means the Room (which in the case of a shared flat, includes all shared areas in that flat) or any alternative accommodation supplied to you.	
<b>Accommodation Office</b>	Means University Accommodation Office Team contactable by telephone on 01463 225201 or by e-mail at <a href="mailto:student.accommodation@uhi.ac.uk">student.accommodation@uhi.ac.uk</a>	
<b>Agreement</b>	Means the contract relating to the Accommodation and comprising this Agreement:	
<b>Assistance Dog</b>	Means any assistance dog, including a service dog and a working dog.	
<b>Authorised Staff</b>	Means our staff, employees and contractors.	
<b>Building</b>	Means the block or blocks of Flats owned by us at UHI Student Accommodation, Elgin Campus, Laich Rise, Alba Place, Bishop Mill, Elgin, IV30 4FA, together with any external areas of the residence which are owned by us (eg car parks, roads or gardens which adjoin the residence).	
<b>Building Communal Areas</b>	Means the entrance hall, stairs, corridors and any other common areas within the Building that we designate as common areas but not any shared kitchens and/or bathrooms in a flat.	
<b>End Date</b>	Means the date on which you wish this Agreement to end where you are seeking to terminate this Agreement before the end of the Tenancy Period under clause	
<b>Flat</b>	Means the flat within which the Room is located within including the fixtures and fittings, carpets, doors and internal glass including the Flat Common Areas	
<b>Flat Common Areas</b>	Means the Flat other than the Room allocated to you and other rooms within the Flat occupied exclusively by other tenants of the Flat and includes those parts of the Flat that are available for the shared use of all the tenants (for example, kitchens, common rooms, laundry rooms, bin stores, corridors, staircases, landings and outdoor areas)	
<b>Regulations</b>	Means regulations we make for the safety, security, cleanliness and good management of the Building or the comfort or convenience of the tenants of	



	Rooms or Flats in the Building or the efficient implementation of our obligations.
<b>Relevant Education Provider</b>	A body in the United Kingdom which provides tertiary education and is listed in paragraph 5(2)(a) to (g) of schedule 1 of the Private Housing (Tenancies) (Scotland) 2016.
<b>Rent</b>	Means the rent for the Accommodation stated in this Schedule
<b>Room</b>	Means the Room allocated to you.
<b>Tenancy Period</b>	Means the period starting and ending on the dates specified in this Agreement
<b>Visitors</b>	Means any guest invited by you, whether that invitation is express or implied or any person visiting you at the Accommodation and/or the Building

### Part 3 Scale of Charges

Should damages be found in Accommodation that necessitates repair/replacement of items then the list of charges below should serve as a guide. It is emphasized that the list below is a guide. We will endeavour to undertake necessary works and replacements as economically as possible.

Description	Cost – up to £
Repair / Replace front door (fire door)	£400
Replace access device (key fob)	£5
Redecorate bedroom (inc damage rectification and/or de-fumigation as a result of smoking)	£200 - £300
Redecorate kitchen	£400 - £450
Redecorate corridor	£300 - £500
Replace mattress	£130
Replace/repair bed	£400
Replace/repair wardrobe	£350
Replace study desk	£250
Replace desk chair	£50
Replace curtains/blinds (depending on size)	£100
Replace bedroom flooring	£450
Replace bedside cabinet	£90
Replace chest of drawers	£150
Replace intercom phone	£175
Replace flat communal flooring (corridors / lounge)	£700
Replace sofas	£500
Replace flat screen TV	£250
Replace TV unit	£70
Replace TV bracket	£100
Replace wall mounted shelf unit	£85
Replace room mirror	£50
Replace bedside light	£60
Replace light switches	£45
Replace power sockets	£45
Replace kitchen flooring	£500
Replace kitchen blind	£120
Replace microwave	£65
Replace kitchen bin	£15
Replace kettle	£15
Replace vacuum cleaner	£75

Replace oven / hob – each	£350
Replace kitchen/dining table	£250
Replace kitchen chair	£35
Replace coffee table	£200
Replace worktop	£400
Replace fridge freezer / fridge or freezer	£350
Replacement fire extinguisher or tampering with fire extinguisher	£60
Replace pin board	£45
False activation of Fire Alarm – if charged by attending Fire Service – Scottish Fire and Rescue don't as a policy charge, it is worth leaving in though, but would technically count as a "fine"	£250
Damaged Window Safety Devices	£100
Replace book shelves	£65
Replace desk top	£200
Replace shower cubicle/side panel	£170/£110
Replace shower tray	£350
Replace kitchen door	£275
Replace flat entry door	£520
Replace riser door	£250
Replace bathroom mirror	£50
Replace toiletry shelf/cupboard	£75
Replace toilet seat	£50
Replace bedroom door	£320
Clean bedroom flooring	£25
Clean communal flooring (corridor / lounge) (if applicable)	£40
Clean bedroom at end of occupation if not up to standard	£40
Clean en-suite at end of occupation if not up to standard	£50
Clean kitchen at end of occupation if not up to standard	£75
Removal rubbish from flat/room	£10 per sack

This list is not exhaustive and we may charge for any damages not considered to be due to reasonable wear and tear.

..... Tenant

.....University of the Highlands and Islands