



**ACCOMMODATION OFFICE: 1 Bell Street, Dundee, DD1 1HG**

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**Email: [accommo@abertay.ac.uk](mailto:accommo@abertay.ac.uk)**

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**OCCUPANCY AGREEMENT for UNIVERSITY RESIDENTIAL ACCOMMODATION**

between (i) the University Court of the University of Abertay Dundee (the University)  
and (ii) **Miss Amber Tay** (the Student)  
**1023456** (student number)  
of **1 Bell Street, Dundee, DD1 1HG** (home address)  
**Business Studies Year 1** (course and year of course)

relating to accommodation in **Alloway Halls** (Residence)  
being flat / room number **R01/1** (the Accommodation)  
together with the joint use of the communal areas (if any) within the Residence and pertaining to the Accommodation (the Common Areas)

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**SECTION 1**

The University offers you (as the Student) the Accommodation on the terms and conditions set out below:

**1. Occupancy Period**

1.1 The period of occupancy of the Accommodation shall be from **11 September 2011** to **3 June 2012** inclusive (and this period is referred to throughout the rest of this Agreement as the "Occupancy Period").

**2. Rent**

2.1 The rent payable by you for the Accommodation for the Occupancy Period shall be the total sum of **£2,460.50**

If we receive confirmation of your intended method of rent payment in a form acceptable to us prior to **11 Sep 2011** then the total rent amount of **£2,460.50** may be paid by you in **nine** instalments in the payment format specified. The first instalment payment of [ **£273.39** ] will be due and payable within 14 days of acceptance of this Agreement by you. The remaining eight instalment payments are payable on or before each of the following dates:-

<b>(1) Initial pre-payment</b>	<b>£273.39</b>
<b>(2) 20 Oct 2011</b>	<b>£273.39</b>
<b>(3) 20 Nov 2011</b>	<b>£273.39</b>
<b>(4) 20 Dec 2011</b>	<b>£273.39</b>
<b>(5) 20 Jan 2012</b>	<b>£273.39</b>
<b>(6) 20 Feb 2012</b>	<b>£273.39</b>
<b>(7) 20 Mar 2012</b>	<b>£273.39</b>
<b>(8) 20 Apr 2012</b>	<b>£273.39</b>
<b>(9) 20 May 2012</b>	<b>£273.39</b>

If we **do not** receive confirmation of your intended method of rent payment prior to **11 Sep 2011 [ or we notify you not less than 14 days prior to 11 Sep 2011 that your proposed payment method is unacceptable ]** then the total rent amount of **£2,460.50** shall be payable by you not later than **25 Sep 2011**.

\*\*\* If we receive full payment of the total rent amount with the acceptance of this Agreement, a 2.5% discount will be applied to the total rent amount. In such circumstances, the total rent amount which will be payable is **£2,398.99**. (Payments in full at the time of arrival will not be entitled to the discount.)

Please note that you will not be permitted to take entry to the Accommodation unless payment of either (i) the first instalment payment of **£273.39** if you are paying in instalments; or (ii) full payment of the total rent amount of **£2,398.99** if you are making payment of the rent in full upon acceptance of this Agreement.

If, after acceptance of this Agreement, you change your mind and terminate this Agreement in accordance with the terms of Clause 6.3, any rental payments paid by you to the University will be refunded in full.

***By acceptance of this offer you undertake to make payment of the total rent amount of £2,460.50 (less any discount applicable) for the full Occupancy Period including any vacations or breaks that may fall within the Occupancy Period.***

2.2 If a rent payment (whether of the total rent amount or of a part only) is not paid within fourteen days of the date on which it is due in terms of clause 2.1, (1) the University has the right to terminate this Agreement in accordance with the termination provisions set out in clause 4 of this Agreement, and (2) an administration charge of £20 + VAT will be payable in addition to the rent owing.

### **3. Your Use of the Accommodation**

3.1 The Accommodation shall be used and occupied by you as a private dwelling room for the purpose of single occupancy living accommodation during a period of full-time study by you at the University of Abertay Dundee, and for no other purpose whatsoever. In particular, you are not permitted to sub-let the Accommodation to any other person or to assign your right to occupy the Accommodation to any other person.

3.2 By entering into this Agreement you agree to be subject to and adhere to the Rules and Conditions relating to the occupation of University residences (which will be referred to throughout this Agreement as the "Rules and Conditions") as may be amended by the University from time to time. The current Rules and Conditions are contained in the Schedule attached to this Agreement. The University may amend such Rules and Conditions if it considers this desirable, and by entering into this Agreement you are agreeing to be subject to and adhere to any amended Rules and Conditions sent to you by the University from time to time.

3.3 The University reserves the right to terminate this Agreement if you materially breach the Rules and Conditions. In addition, any breach by you of the Rules and Conditions may affect any future application by you to reside in accommodation offered by the University (irrespective of whether or not this Agreement is terminated because of such breach).

3.4 Either before or during the Occupancy Period the University may require you to transfer to another room or flat within the University residences for any reason and on such notice as the University may deem appropriate. You will not be entitled to any compensation as a consequence of the change in your Accommodation in this way.

3.5 All personal electrical appliances to be used by you within the Accommodation must be safety checked by a qualified tester authorised by the University using a Portable Appliance Tester. This is mandatory and will take place at the beginning of the Occupancy Period. You are not permitted to use any personal electrical appliances which have not been safety checked in this way. If you obtain any personal electrical appliance after the beginning of the Occupancy Period which you intend to use within the Accommodation, then you must contact the Accommodation Office to have such appliance safety checked before you may use it within the Accommodation. Please note that there is no additional charge for extra items tested during the period of stay, although the University reserves the right to refuse to test an item or items and to prohibit you from using such items within the Accommodation in the event that the University reasonably believes that such items will not be used by you within the Accommodation throughout the remainder of the Occupancy Period.

#### 4. Termination

4.1 In the event that a rent payment is not paid within a period of fourteen days from the date on which such rent payment is due, the University shall have the option to immediately terminate this Agreement on giving to you written notice of such termination, and you will be bound to remove from the Accommodation by the date specified in the said notice of termination. Your obligations under this Agreement (including for payment of rent) will however continue until such time as the University re-lets the Accommodation, or, in the event that the University is unable to re-let the Accommodation, for the duration of the Occupancy Period.

4.2 Notwithstanding any other provision of this Agreement, the University shall have the right to terminate this Agreement by giving to you not less than seven days written notice thereof without any claim by you to damages, compensation or otherwise as a result of such termination, provided that the University is satisfied in its sole opinion that it is in the best interests of the institution of University of Abertay Dundee to bring this Agreement to an end. In such circumstances you will be required to remove from the Accommodation by the date specified in the said notice of termination. As an indication only, and without prejudice to the foregoing right of the University to terminate this Agreement, condition 17 of the Rules and Conditions contained in the Schedule attached to this Agreement contains a non-exhaustive list of events which may result in the University using its aforesaid right to terminate this Agreement.

4.3 Notwithstanding any other provision of this Agreement, the University shall have the right to immediately terminate this Agreement and the occupancy granted hereunder in the event that the University considers it would be materially detrimental to the interests of the institution of the University of Abertay Dundee and/or any of its students for you to remain in occupation of the Accommodation (and the provisions of condition 17.4 of the Rules and Conditions shall apply).

4.4 In the event that either (a) you seek to terminate this Agreement before the end of the Occupancy Period or (b) the University gives you a written notice terminating your occupation of the Accommodation in accordance with either clause 4.2 or clause 4.3 above, your obligations to pay the rent and any other sums due under this Agreement will nonetheless continue unless and until the University relets the Accommodation, and you will be so liable even if you are no longer in occupation of the Accommodation. If either of the foregoing events occurs and you have paid rent in advance for a period following the date of such termination, the University shall be entitled to hold such advance payment of rent and to apply it towards off-setting any loss suffered as a result of the termination of this Agreement.

#### 5. Appeals

5.1 You have the right to appeal against a decision of the University to terminate this Agreement or against any decision made by the University that you have breached the Rules & Conditions and/or the Code of Student Discipline. The appeals procedure is as set out in the **Code of Student Discipline** as provided to you with this Agreement.

#### 6. Acceptance of Agreement

6.1 This Agreement is provided in duplicate and you should, in order to accept it, sign where indicated in section 2 below and return the duplicate copy to the Accommodation Office together with either:-

- (i) a completed monthly mandate form confirming your intention to make payment of the rent in instalments and payment method in terms of Clause 2.1; or
- (ii) your payment of **£2,398.99** if you intend to pay the total rent amount in full at the point of acceptance of this Agreement.

Payments may be made online via OASIS, by cheque, over the telephone by card, money order or postal order, which should be made payable to University of Abertay Dundee. The agreement between you and the University consists of this Agreement, together with the Rules & Conditions (contained in the Schedule), the Insurance Policy and the Code of Student Discipline. By signing this Agreement, you are deemed to have read this Agreement, the Rules & Conditions, the Insurance Policy and the Code of Student Discipline. The duplicate of this Agreement with the signed acceptance must reach the Accommodation Office no later than **FOURTEEN** (14) days from the date hereof indicated in your offer email. It must be clearly understood and is a condition of this offer of accommodation that if your acceptance is not received within that time limit together with either a monthly payment mandate or payment for the total rent amount then this offer may be withdrawn and the Accommodation offered to another student.

6.2.1 This Agreement is open for acceptance via University of Abertay Dundee's website via OASIS. You will be given your own username and password to access the online version of the Agreement. You can accept the Agreement online by ticking the "I accept" buttons to each of the questions asked. Once the form is completed online, the contract between you and the University will commence. The **SEVEN (7)** working day time period set in out in Clause 6.3 will apply from your acceptance of the Agreement.

6.2.2 By accepting this Agreement you are entering into a personal licence to occupy the Accommodation, and you accept that you are not entering into a residential lease or assured tenancy of any kind and as such the provisions of the Housing (Scotland) Act 1988 will not apply to this Agreement or your occupancy of the Accommodation.

6.3 Following receipt of the acceptance of this Agreement by the University as set out above, you have a period of **SEVEN (7)** days in which to change your mind and terminate this Agreement, unless during that time, you have commenced your occupation of the Accommodation. If you wish to terminate your Agreement with the University during the **SEVEN (7)** day period please write to the Accommodation Office either by post, fax or by email at the addresses/numbers specified in this Agreement.

IMPORTANT NOTICE

**This Agreement, once accepted, is a binding contract which commits you to payment of rent (and any other sums due hereunder) for the full duration of the Occupancy Period. In previous years students have created significant problems for themselves by signing such agreements and incorrectly assuming that it was not binding. In certain circumstances and at the University's discretion, you may be offered alternative accommodation from within the University's housing stock, but no move to private flats or lodgings will lead to a waiver of rental payments due under this Occupancy Agreement.**

**Do not accept this Agreement unless you intend to occupy the Accommodation for the whole of the Occupancy Period.**

**Signed**

**on behalf of the University**

**Date**

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SECTION 2

Acceptance of Agreement

I, **Miss Amber Tay**, hereby accept the offer of accommodation contained in the above Agreement. I acknowledge to have read and understood a copy of the Rules and Conditions and Code of Student Discipline referred to in the Agreement and undertake to comply with these in all respects. I acknowledge that I have received a copy of a leaflet detailing the insurance effected by the University in respect of the Accommodation – I have noted the maximum value of possessions which may be covered by such insurance, and I accept that it is my responsibility to ensure that my possessions are adequately covered by such insurance (and to arrange alternative or additional insurance cover if they are not).

**Signed**

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**(Student's signature)**

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**Signature of parent or guardian (if student is under 18 years of age)**

**Date** .....