

UNIVERSITY of ABERTAY DUNDEE

Accommodation Office:

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OCCUPANCY AGREEMENT for UNIVERSITY RESIDENTIAL ACCOMMODATION

between (i) the University Court 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 **1/1** (the Accommodation)
together with the joint use of the communal areas (if any) within the
Residence and pertaining to the Accommodation (the Common Areas)

SECTION 1

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

1. Period of Occupancy

- 1.2 The period of occupancy of the Accommodation shall be from **12th September 2010 to 5th June 2011** 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 **£2,287.60**

If we receive a completed monthly mandate form from you in a form acceptable to us prior to **12th September 2010** then the total rent amount of **£2,287.60** may be paid by you through such monthly arrangement in **eight** equal payments of **£285.95** on or before each of the following dates:-

- | | | |
|-----------------------------------|------------------------------------|------------------------------------|
| (1) 20 th October 2010 | (2) 20 th November 2010 | (3) 20 th December 2010 |
| (4) 20 th January 2011 | (5) 20 th February 2011 | (6) 20 th March 2011 |
| (7) 20 th April 2011 | (8) 20 th May 2011 | |

However, if you fail to deliver a completed monthly mandate form to us by **12th September 2010**, then the whole of the rent amount of **£2,287.60** shall be payable by you not later than 14 days following **12th September 2010**.

*****If full payment is made with the agreement, the total £2,287.60, less 4% discount, plus £200 deposit can be made. New total to be returned with this agreement £2,396.10. [payments in full at the time of arrival will not be entitled to the discount.]**

By acceptance of this offer you undertake to pay the rent 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 full amount of the rent or of a part only) is not paid within **fourteen** days of the date on which it is due, (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 shall become chargeable in addition to the rent owing.

3. Your Use of the Accommodation

- 3.1 The Accommodation shall be used 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 unless with the prior written consent of the University. In particular, you are not permitted to sub-let the Accommodation to any other person or allow any other person to occupy the Accommodation without the prior written consent of the University.

- 3.2 By entering into this Agreement you are agreeing 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.
- 3.3 The University reserves the right to terminate this Agreement if you 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 using a Portable Appliance Tester authorised by the University. This is obligatory 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 of immediately terminating 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 with regard to payment of rent and other obligations owing under this Agreement will however continue unless and until the University relets the Accommodation.
- 4.2 Notwithstanding any other provision of this Agreement, the University shall have the right by giving to you not less than seven days written notice thereof to immediately terminate this Agreement 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 exercise this right of termination. 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 The University reserves 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 its students for such Occupant to remain in occupation of the Accommodation (and the provisions of condition 17.3 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 Conduct of Student Discipline. The appeals procedure is as set out in the [**Conduct of Student Discipline**] as provided to you with this Agreement.

6. Acceptance of Offer

6.1 This offer is made 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 a **completed monthly mandate form and your payment of £400 (being charges of £60 and a refundable deposit of £340) or £200 if paying in full at the time of returning the lease (being charges of £60 and a refundable deposit of £140) payable 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 Agreement, together with the Rules & Conditions (contained in the Schedule), the Insurance Policy and the Conduct of Student Discipline. **By signing this offer, you are deemed to have read this Agreement, the Rules & Conditions, the Insurance Policy and the Conduct of Student Discipline.** The duplicate offer with the signed acceptance section **must reach the Accommodation Office no later than [FOURTEEN] days from the date hereof.** 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 a proper remittance for the deposit and monthly payment form then this offer may be withdrawn and the accommodation offered to another student.

6.2 This offer is open for acceptance via University of Abertay Dundee's website at [**insert link to online version**]. You will be given your own [**login details (username and password) to access the online version of the offer. You can accept the offer 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 offer.

6.2 By accepting this offer you are entering into a personal licence to occupy the Accommodation, and you accept that you are not entering into a residential lease 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 offer by the University as set out in Clause 6.1, you have a further period of SEVEN (7) working 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) working day period please write to the Accommodation Office either by post or by email.

Signed *J M A Memberofstaff*

on behalf of the University

Date **01 September 2010**

SECTION 2

Acceptance of Offer

I, _____ (student's name in block letters) hereby accept the offer of accommodation above specified. I acknowledge to have received a copy of the Rules and Conditions referred to therein and undertake to comply with these in all respects. I enclose payment of £400. I acknowledge that I have received a copy of the compulsory insurance leaflet – 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..... (student's signature)

..... signature of parent or guardian (if student is under 18 years of age)

Date

IMPORTANT NOTICE This offer, 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. You can 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 sign this Agreement unless you intend to occupy the Accommodation for the whole of the Occupancy Period.