

Abertay University Student Residences

Rules and Conditions relating to the Occupancy of University Residences (2020/21)

1 Definitions

"Residence" means the building or buildings and any ground and other structures thereon forming a particular residence of which the Accommodation forms part.

"Flat" means a flat with a separate entrance comprising a number of individual units of Accommodation within the Residence of which it forms part.

"Occupancy Agreement" means the formal agreement entered into between the University and an Occupant with regard to the occupancy of an Accommodation within a Residence.

"Accommodation" means the individual unit in the Flat or Residence which is the subject of an Occupancy Agreement between the University and an Occupant.

"Communal Areas" those areas which an Occupant has, together with the other Occupants within the Flat and/or Residence, a right to use in accordance with the Occupancy Agreement.

"Occupant" mean a student occupying Accommodation.

"University" means the University Court of Abertay University, the owners or managers of the Residence.

"AU" means the institution of the Abertay University.

"University Officer" means the Warden, Residences Officer or Caretaker at, or responsible for day to day management of, a Residence, or another authorised member of University staff.

"Code of Student Discipline" means the student disciplinary code of the University as amended and updated from time to time and to which all students studying at the University are subject.

"Guests" means a person present in a Flat, Residence or Accommodation who does not hold a current lease for the relevant Flat, Residence or Accommodation.

2 Arrival

- 2.1 Students should arrive at the University Residences Office on the Saturday or Sunday prior to the start of their course/year between the following times -

Saturday 10 am - 12 noon; 1 pm - 4 pm

Sunday 10 am - 12 noon; 1 pm - 4 pm

or at any other time as arranged with the University.

- 2.2 On first arrival at the start of a course year the Occupant must have accepted the Occupancy Agreement, made a payment as per the payment conditions, and completed the induction before the keys for the Residence can be issued. The keys must be returned to the University Officer in person on termination of the Occupancy Agreement.

3 Outgoings

Each Occupant shall be liable for the following outgoings:-

- 3.1 payment of any Council Tax and Water Rates applicable to the Accommodation (but only in the event that such Occupant ceases to have the status of a registered student at UAD);
- 3.2 any charge made by the University for services which are additional to those provided in accordance with the Occupancy Agreement.

4 Damage to the Accommodation or the Residence

4.1 In the event of any damage or loss occurring in or to:-

(i) the Communal Areas of the Flat or the Residence, the Occupants of the Flat and/or the Residence will be jointly and severally responsible to the University for such loss and/or damage howsoever incurred; or

(ii) the Accommodation, the Occupant of the Accommodation will be responsible for such loss and/or damage howsoever incurred.;

An Occupant shall make payment of the amount due in respect of the damage and/or losses detailed in this clause 4.1 within FOURTEEN [14] days of demand.

4.2 In the event that an Occupant of a Flat and/or Residence is solely responsible for causing loss or damage to the Communal Areas of the Flat and/or Residence or such Occupant accepts responsibility for the loss or damage to the Communal Area of the Flat and/or Residence, such loss or damage may be charged to such Occupant individually at the discretion of the University.

5 Inventory

5.1 At the commencement of an occupancy, each Occupant will be given an inventory of the contents of the Accommodation and/or the Flat and a statement of the condition of the Communal Areas of the Flat and the Residence and shall be entitled to check the same with the University Officer. In the absence of any such review of the inventory with a University Officer or following completion of such review, the inventory shall be deemed to be complete and accurate. At the conclusion of the occupancy, the University Officer shall check the inventory and, upon the request of the Occupant and in the event that the Occupant makes himself/herself available at a suitable time, the University Officer shall check the inventory in the presence of the Occupant. Any deficiencies in

the contents of or in the condition (including the condition of the contents) of the Accommodation or of the Communal Areas of the Flat and/or the Residence as compared with that stated in the inventory shall be made good by the Occupant as the University may require.

- 5.2 Occupants of a Flat and/or Residence are responsible jointly and severally for all loss and damage to the furniture, fittings, fixtures and equipment in and to the Communal Areas of the Flat and/or Residence from the receipt of the keys for the Flat and/or Residence on arrival until the keys to the Flat and/or Residence are returned on termination of occupancy. Liability on the part of an Occupant may only be avoided if an Occupant can prove to the satisfaction of the University that the loss or damage was due entirely to circumstances outwith his/her control.
- 5.3 Occupants are responsible jointly and severally for keeping the Communal Areas within the Flat and/or Residence clean, tidy and in good condition to the reasonable satisfaction of the University Officer. The Occupant is solely responsible for keeping the Accommodation clean, tidy and in good condition to the reasonable satisfaction of the University Officer. The University Officer may inspect any Accommodation within a Residence in accordance with condition 11 below.

6 Alterations

No alterations or additions to the furniture, fittings, fixtures and equipment within the Accommodation and within any part of a Bedroom, or Flat, or Residence, or to the structure thereof are permitted without prior consent in writing first having been obtained from the appropriate University Officer.

7 Breakages and Damages

Occupants must as soon as practicable report to the University Officer any breakage, damage or loss of any item comprising University property within or comprising the Accommodation, Flat or the Residence or any part thereof, and any repairs thereto shall be carried out by or at the behest of the University at the Occupants' expense. Occupants are not permitted to repair or authorise or instruct to be repaired any damage or fault in the furniture, fittings, fixtures and equipment or the structure of the Residence or any part thereof.

8 Personal Property and Equipment

- 8.1 The University does not accept any liability or responsibility whatsoever for loss or damage to Occupants' personal property. Although the Occupant's possessions may be covered by an insurance policy effected by the University, additional cover may be required in respect of certain items and Occupants remain solely responsible for ensuring that adequate insurance cover is maintained in respect of their possessions.

- 8.2 Occupants are not permitted to use or store any domestic kitchen appliances, laundry, heating or cooking equipment in any bedrooms in the Accommodation. Said appliances and equipment will only be permitted in a bedroom with the University's consent when there is a justifiable medical need.
- 8.3 The University reserves the right to remove any item from the Accommodation at any time which they deem to be a health and safety risk and/or a risk to the Accommodation.

9 Guests

- 9.1 Each Occupant is responsible for the behaviour and actions of any Guests invited within the Accommodation, Flat or Residence (as the case may be) at any time whether the Guest be that of the Occupant or of another occupant. Damage or loss caused by any such Guests requires to be made good by Occupants in accordance with condition 7 above. An Occupant is responsible for ensuring that his or her Guests are aware of, and abide by, the provisions of these Rules and Conditions.
- 9.2 Guests are not permitted to remain in any part of the Accommodation, Flat or Residence after 1am.
- 9.3 No more than 6 Guests in total of the Occupants in a Flat will be permitted within the Flat or any part thereof at any time except on Friday and Saturday evenings when the occupants of a Flat can have more than 6 but not more than 15 Guests within said Flat for the purposes of a party or other gathering, provided the following conditions are strictly adhered to:
- (a) no more than one party can be held in a Residence during one evening, "Party" shall be as defined by the University Officer, whose decision on same shall be final;
 - (b) not later than forty-eight hours before a party is proposed to commence, the Occupants of the Flat in which it is intended to hold a party are required to obtain the consent in writing of the Occupants of all the adjacent Flats within the applicable Residence, and to give written notice to the University Officer. The foregoing consents must be timeously obtained as otherwise the University will view with gravity the holding of a party. Furthermore, the times when the party is due to begin and end (along with the name of the person responsible for the party) must be notified to the University Officer, and no party shall continue after 12 midnight;
 - (c) the rules as stated in condition 10 below relating to noise in Residences must be strictly complied with; and
 - (d) uninvited people must not be admitted to a Residence.

10 Noise and Other Inconvenience

Neither Occupants nor their Guests shall, at any time, cause other Occupants of the Residence any inconvenience or nuisance as a result of noise or other behaviour.

11 Access

- 11.1 The Occupant undertakes to permit duly authorised staff (including any University Officer, Campus Security and Cleaners) and official contractors to enter the Flat and/or the Accommodation to undertake work such as cleaning or maintenance during normal working hours. The Manager retains the right to inspect the Accommodation at all reasonable hours of the daytime and safety inspections may be carried out without notice. Twenty four hours notice will be given of all routine inspections/repairs.
- 11.2 University Officers may enter any part of a Residence at any time and without notice in an emergency.

12 Medical Matters

Occupants must register with a doctor in Dundee and must notify the University Officer of the name and address of their doctor in Dundee at the beginning of their occupancy or as soon as possible thereafter. Accidents and illnesses occurring while Occupants are resident in their Accommodation must be reported to the University Officer as soon as possible. In particular, illnesses of a nature which may affect other Occupants must be reported forthwith on an Occupant becoming aware of the illness. An Occupant who becomes aware of an accident involving (or an illness suffered by) another Occupant of the Flat or Residence shall, unless he or she reasonably believes that such matter has been reported, report such matter to the University Officer as soon as possible.

13 Security

- 13.1 Occupants must observe all reasonable precautions in regard to their own security and that of others within the Residence.
- 13.2 The University Officer is empowered to request all Occupants or other persons within the Residence to produce current student ID cards or, in the case of a Guest, any other form of appropriate identification. If cards or other such identification are not available and exhibited when requested, the University Officer may eject the persons concerned forthwith from the Residence and/or may take such other action as deemed necessary.

14 Pets

No domestic animals or other pets are allowed within any part of the Residence at any time.

15 Drugs and Alcohol

- 15.1 The presence, use or storage of prohibited substances (including drugs of abuse prohibited under legislation) within any part of the Residence is absolutely prohibited and any contravention of this rule will be reported forthwith by the University to the police. Occupants breaching this rule will have their right of occupancy in the Residence terminated forthwith. Use and possession of alcohol within any part of the Residence is at the discretion of the University Officer, and any misuse thereof or consequential actions arising as a result of such misuse which breach these Rules and Conditions or other AU regulations will be dealt with in accordance with the Code of Student Discipline, or in serious cases (and the University Officer shall have discretion to decide what constitutes a serious case) may be reported to external authorities including the police.
- 15.2 Smoking is strictly prohibited in all University buildings. Activation of fire systems through ignorance of this rule can result in an Occupant being subject to disciplinary proceedings under the Code of Student Discipline.

16 Misuse of Property and Equipment

Misuse of any part of the property and/or equipment within an Accommodation, Flat or Residence (including misuse of emergency or security devices) will result in, in appropriate cases, the Occupant(s) involved being reported to the police or other appropriate authority and action being taken against such Occupant(s) which may involve their right of occupancy being terminated immediately and an Occupant being subject to disciplinary proceedings under the Code of Student Discipline.

17 Compliance with Regulations

- 17.1 All students within AU are subject to the general regulations of AU and the Code of Student Discipline. It is a pre-requisite condition of occupation of the Accommodation within a Flat or Residence that the Occupant will at all times comply with these Rules and Conditions and with any other regulations relating to Residences which may from time to time be approved by the University. In the event of non-compliance or breach thereof, the Occupant may be reported to the appropriate disciplinary committee of the University which is empowered, on being satisfied that a breach of these Rules and Conditions, the Code of Student Discipline or any other appropriate code or regulations has occurred, to impose certain penalties which include suspension from academic or other activities, exclusion or expulsion from AU, and/or termination of the right of occupancy. The University reserves the right to alter or add to the foregoing Rules and Conditions.
- 17.2 In the event the University exercises its right to terminate the Occupancy Agreement, and the Occupant refuses to vacate the Accommodation, Flat

and/or Residence, the University shall obtain a court order to forcibly remove the Occupant from the Accommodation, Flat and/or Residence and the Occupant may be liable for the legal costs incurred by the University in obtaining such a court order.

17.3 The University may, following the grant of a court order, evict an Occupant in the event that the University in its sole opinion considers that it would be materially detrimental to AU and/or its students for such Occupant to remain in occupation of the Accommodation. Without limiting the foregoing, the University reserves the right to apply the foregoing provisions in respect of any Occupant in the following instances:-

- 17.4 (a) the Occupant has, or the University reasonably believe has, breached a rule (whether of these Rules and Conditions, the Code of Student Discipline, or any other rule applying to the Occupant) in circumstances considered by the University to be sufficiently serious to justify immediate eviction (including, but not limited to, assault on fellow occupants, the use of drugs or other substances, serious anti-social behaviour or a breach of a rule resulting in the endangerment to the wellbeing of any other person); or
- (b) the Occupant has, or the University reasonably believes has, engaged in, or been found by a court of law to have been engaged in, a criminal act or acts which in the sole opinion of the University are or would be detrimental to the standing of AU if such person was to continue to be associated with AU or
- (c) the events detailed in clauses 4.1 of the Occupancy Agreement occur.