



RESIDENCES OFFICE

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STUDENT RESIDENCES AGREEMENT for UNIVERSITY RESIDENTIAL ACCOMMODATION

Between (i) the University Court of Abertay University (the University)
 And (ii) (the Student)
 [] (Student number)
 Of [] (home address)
 [] [] (course & year of course)
 Relating to accommodation in [] (Residence)
 Being flat/room number (the Accommodation)
 Together with the joint use of communal areas (if any) within the (the Common Areas)
 Residence and pertaining to the Accommodation (which common areas may be varied by the University in our sole discretion)

SECTION 1

1. Occupancy Period

1.1 The period of occupancy of the Accommodation shall be from [] to [] 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 £????.??

For the purpose of this Agreement the date of the issue of this Agreement is deemed to be:

- (1) In the event that this Agreement was issued to you electronically, the date on which we sent you notification that the Agreement was available to be viewed online; or
- (2) In the event that this Agreement was issued to you by post, the date on which the University signed the Agreement.

In the event that you intend to pay the rent in instalments, then the total rent amount payable will be £????.?? The first instalment payment of £????.?? will be due and payable within **FOURTEEN (14) days of the date of issue of the Agreement**. The first instalment payment must be made online via the 'Pay Online option'. Thereafter, all further subsequent instalment payments and all other payments must be made by recurring credit/debit card payments and by your acceptance hereof, you hereby authorise us to debit the card details which you have provided with the relevant monthly payment on the dates set out below. You must notify us in the event that your card details change.



The remaining EIGHT (8) instalment payments are payable on the following dates:

(1) £??????	Payable within FOURTEEN (14) days of the date of issue of this Agreement
(2) £??????	9 October 201x
(3) £??????	9 November 201x
(4) £??????	9 December 201x
(5) £??????	9 January 201x
(6) £??????	9 February 201x
(7) £??????	9 March 201x
(8) £??????	9 April 201x
(9) £??????	9 May 201x

In the event that you do not wish to pay in instalments then the total rent amount which will be payable will be £??????. You must pay the total amount of rent within FOURTEEN (14) days of the date of issue of this Agreement.

***If we receive the full payment of the total rent amount within FOURTEEN (14) days of the date of issue of this Agreement a 2% discount will be applied to the total rent amount. In such circumstances the total rent amount which will be payable is £??????. (Payments after this date or 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:

- The first instalment payment of £?????? if you are paying by instalments; or
- Full payment of the total rent amount of £??????.

By acceptance of this offer you undertake to make payment of the total rent amount of £??????. (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 an instalment payment only) is not paid within SEVEN (7) days of the date on which it is due in terms of clause 2.1, an administration charge of £20 (which fairly reflects the properly incurred cost to the University) 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 Abertay University 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 & Conditions relating to the occupation of the University residences (which will be referred to throughout this Agreement as the "Rules & Conditions") as may be amended by the University from time to time. The current Rules & Conditions are contained in Part 1 of the Schedule attached to this Agreement. The University may amend such Rules & 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 & Conditions sent to you by the University from time to time. Notwithstanding the University's right to terminate the Agreement in accordance with Clause 4.1.2, any breach by you of the Rules & 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).
- 3.3 Either before or during the Occupancy Period if the University, acting reasonably, deems it necessary for you to transfer to another room or flat within the University residences then the University shall be entitled to do so on providing you with reasonable notice. You will not be entitled to any compensation as a consequence of the change in your Accommodation in this way.



3.4 All personal electrical equipment 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. Certain electrical items referred to in Clause 8.2 of the Rules and Conditions are not permitted within the Accommodation unless there is a justifiable medical need. If you obtain any personal electrical appliance after the beginning of the Occupancy Period which you intend to use in the Accommodation, then you must contact the Residences 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 The University shall be entitled to terminate this Agreement by serving SEVEN (7) days written notice without paying compensation to you if any of the following events occur:

- 4.1.1 If a rent payment is not paid within a period of TWENTY ONE (21) days from the date on which such rent payment is due;
- 4.1.2 If you materially breach the Rules & Conditions relating to the occupation of the University residences and/or the Code of Student Discipline (as attached to this Agreement as Part 2 of the Schedule) and/or the Regulations governing the use of information and communications technology;
- 4.1.3 If the University considers it would be materially detrimental to the interests of the University 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 & Conditions shall apply);
- 4.1.4 If you cease to be a matriculated student of the University or you are excluded from the University;
- 4.1.5 If the University is no longer legally permitted to operate the Accommodation as student accommodation.

4.2 The University's right to terminate this Agreement is without prejudice to any additional right of action or remedy of the University.

4.3 Where this Agreement is terminated under Clause 4.1 or otherwise under the terms of this Agreement:

- 4.3.1 Your obligations under the Agreement (including for payment of rent) will 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;
- 4.3.2 Where 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 the 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, the Code of Student Discipline and/or the Regulations Governing the Use of Information and Communications Technology. The appeals procedure is as set out in the Code of Student Discipline as provided to you with this Agreement.



6. Exclusion of Liability

6.1 If the University fails to comply with this Agreement the University will be responsible for the loss or damage you suffer that is a direct and foreseeable result of the University's breach of this Agreement or the University's negligence, however the University will not be responsible for any loss or damage that is not a foreseeable consequence of the University's acts or omission. Loss or damage is foreseeable if it is an obvious consequence of the University's breach or if they are contemplated by you and the University at the time we entered into this Agreement. The University's entire and aggregate liability under or in relation to this Agreement (including breach of contract and negligence) shall in no event exceed the total value of rent paid or payable by you to the University under this Agreement. The University does not exclude or limit in any way our liability for (a) death or personal injury caused by negligence or the negligence of the University's employees, agents or subcontractors; or (b) fraud or fraudulent misrepresentation.

7. Force Majeure

7.1 The University will not be liable or responsible for any failure to perform, or delay in performance of, any of their obligations under this Agreement that is caused by an event outside their control. An event outside their control means any act or event beyond their reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks. If an event outside the University's control takes place that affects the performance their obligations under this Agreement:

- (1) The University will contact you as soon as reasonably possible to notify you; and
- (2) The University's obligations under this Agreement will be suspended and the time for performance of their obligations will be extended for the duration of the event outside their control. Where this happens the University shall use their best endeavours to reallocate you to other suitable Accommodation.

You may cancel the contract if an event outside the University's control takes place and you no longer wish the University to provide Accommodation to you by informing them in writing. The University will only cancel the contract if the event outside their control continues for longer than FOUR [4] weeks.

8. Payments

8.1 Following payment of the first instalment made online via the 'Pay Online option', subsequent instalment payments and all other payments must be made by recurring payment via credit/debit card.

9. Acceptance of Agreement

9.1 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 Residences Office.

9.2 The agreement between you and the University consists of this Agreement together with the Rules & Conditions (contained in the Schedule), the insurance policy, the Code of Student Discipline and the Regulations Governing the Use of Information and Communications Technology. By signing this Agreement you are deemed to have read this Agreement, the Rules & Conditions, the insurance policy, the Code of Student Discipline and the Regulations Governing the Use of Information and Communications Technology. The duplicate of this Agreement with the signed acceptance must reach the Residences Office no later than FOURTEEN (14) days from the date of issue of this Agreement. It must be clearly understood and is a condition of this offer that either the first instalment payment is made (in the event that the rent is being paid in instalments), or alternatively the total rent amount is paid in accordance with the terms of this Agreement, failing which, this offer may be withdrawn and the Accommodation offered to another student.

9.3 This Agreement is open for acceptance via Abertay University'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.

9.4 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 Private Housing (Tenancies) (Scotland) Act 2016 will not apply to this Agreement or your occupancy of the Accommodation.

9.5 The service which the University is providing to you is accommodation. The accommodation which the University provides to you will vary depending on which University Residence you are offered. Full details of the accommodation you are being offered can be found here. The supplier is the University Court of Abertay University. Their address is 1 Bell Street, Dundee DD1 1HG. The price you will be paying is also clearly outlined in the Occupancy Agreement. The price includes rent, utilities, internet, personal contents insurance and Portable Appliance Testing. Unless the Occupancy Agreement is terminated in accordance with the terms of the Occupancy Agreement, the Accommodation will be provided for the period as per the dates highlighted on the Occupancy Agreement. There are no additional charges for accepting your offer online or by post. The University will endeavour to place you in the specific Accommodation referred to in your Occupancy Agreement. However if for any reason your Accommodation is uninhabitable due to a maintenance or a health and safety issue, then the University may require to offer you alternative Accommodation which will be of the same quality and price.

10. Conditions for Entry

10.1 Notwithstanding the terms of Clause 1 of this Agreement, you will not be entitled to take entry to the Accommodation until the following conditions are satisfied:-

- (1) You have accepted the terms of this Agreement;
- (2) You have successfully completed the safety induction provided by the University; and
- (3) In relation to the rent:-
 - (a) in the event that you are paying the rent in instalments, then you have paid the first instalment payment to the University and the University is satisfied with your reoccurring credit/debit card details; or
 - (b) in the event that you are not paying the rent in instalments then the rent due in terms of Clause 2 of this Agreement has been paid in full.
- (4) You have collected the keys to the Accommodation.

11. Jurisdiction

11.1 The Agreement is governed by Scots Law and the parties submit to the exclusive jurisdiction of the Scottish Courts

12. Entire Agreement

12.1 This Agreement and your acceptance shall at the date of conclusion thereof represent and express the full and complete agreement between the University and you relating to your occupation of the Accommodation and shall supersede the previous arrangements between the University and you (if any) relating thereto.

13. Tacit Relocation

13.1 The University and you hereby agree that on expiry or earlier termination of the Period of the Agreement, the Agreement shall not be extended by Tacit Relocation.



IMPORTANT NOTICE

The information held on your Accommodation application form(s) and in any other records or correspondence relating to your Accommodation are stored as part of your records on a database and as manual records. This data is held and processed in accordance with the requirements of the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 and the University's Data Protection Policy. You hereby authorise the University to use your personal data for all lawful purposes in connection with this contract (including debt recovery and crime prevention) or where there is a serious risk of harm to you or to others or to the University's property.

This Agreement, once signed, is a legally binding contract which commits you to payment of rent (and any other sums due hereunder and the other obligations detailed therein) 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

SECTION 2

Acceptance of the Agreement

I, [], hereby accept the offer of accommodation contained in the above Agreement. I acknowledge to have read and understood a copy of the Rules & Conditions and the Code of Student Discipline and Regulations Governing the Use of Information and Communications Technology 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).

.....
Student's signature

.....
Signature of parent or guardian if parent is under 18 years of age

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Date