

Tenancy Agreement 2024-2025

Room Type – XX Week Contract

DD MMMM YYYY to DD MMMM YYYY

Total Rent for Academic Year: £XXXX.XX

Tenant Name: XXXX XXXX

Between:

The Board of Management of Perth College
UHI Perth
Crieff Road
Perth
PH1 2NX
("the College")

And

You ("the Tenant")

And

You ("the Guarantor") if applicable

Whereas the College offers to lease to the Tenant a Room (or shared Room) in one of our Flats/Houses, at UHI Perth Student Accommodation, Crieff Road, Perth and shared occupancy of the communal areas within said Flat/House forming part of the UHI Perth Student Accommodation ("the Residences") on the following terms and conditions:

1.0 Definitions and Interpretation

In these Tenancy Terms and Conditions:

1.1 **"Building"** means the building within which the Flat/House is situated together with any external areas of the property which are owned by us (e.g. car parking, roads, gardens which adjoin the property);

"Building Common Parts" means the entrance hall, stairs, corridors, laundry, and any other common areas within the Building provided for the benefit of all tenants;

"Premises" means the Room and the Flat/House;

"Flat/House" means the Flat/House within which the Room is located, including its fixtures and fittings, carpets, doors, and internal glass, but excluding the Service Media within the Flat;

"Flat/House Common Parts" means the Flat/House, other than the Room and any other rooms within the Flat/House occupied exclusively by other tenants of the Flat/House;

“**Room**” means the Room allocated to you as defined in this agreement, forming part of the Flat/House including its fixtures and fittings, carpets, doors, and internal glass, but excluding the Service Media within the Room;

“**Contents**” means the furnishings and effects to be found in the Room or the Flat/House Common Parts as listed in the inventory provided to the Tenant on moving-in to the Room;

“**Service Media**” means the central heating and hot water systems, electrical services for power and lighting, drainage and water services, and any data or phone services provided to the Building, the Premises, or the Room;

“**Tenancy Agreement**” means the tenancy agreement constituted by these Tenancy Terms and Conditions and the acceptance thereof by the Tenant and the Guarantor (if applicable);

“**Tenancy Details**” means the tenancy details forming part of the Tenancy Agreement;

“**Tenancy Start Date**” means the tenancy start date specified in the Tenancy Details;

“**Tenancy End Date**” means the tenancy end date specified in the Tenancy Details;

“**Tenancy Period**” means the period from and including the Tenancy Start Date and ending on and including the Tenancy End Date;

“**Rent**” means the rent specified in the Tenancy Details.

- 1.2 The expression “the College” includes successors in title, heritable creditors, and any other person who at any particular time has the right to receive rent under the Tenancy Agreement.
- 1.3 Any obligation on the College or the Tenant not to do any act or thing includes an obligation to take all reasonable steps not to permit or suffer any other person to do any such act or thing.
- 1.4 The headings in the Tenancy Agreement are for convenience only and are not to be considered in interpreting the Tenancy Agreement.
- 1.5 At all times tenants are subject to the Student Code of Conduct and Student Conduct Procedure. Where possible, the College will use informal processes in the first instance to resolve breaches of any clause herein, but will escalate to formal disciplinary procedures in case of repeat, persistent, malicious, or serious breaches.
- 1.6 Clauses for which a breach is considered a serious offence/gross misconduct are highlighted in bold and will be subject to immediate formal proceedings. In certain cases, this may involve expulsion from the College and/or referral to the Police. Such offences are not limited to these mentioned herein and tenants must familiarise themselves with the Student Code of Conduct and the Student Conduct Procedure.

2.0 Rights Granted

- 2.1 The College lets the Room to the Tenant for the Tenancy Period.
- 2.2 The Tenant is granted the following rights for the benefit of the Room in common with the College and all other tenants of the Building (including all other persons from time to time duly authorised by the College):
 - 2.2.1 The right to use the Building Common Parts and the Flat/House Common Parts, including the right to come and go to and from the Room over such of the Building Common Parts and Flat/House Common Parts as are designed or designated to afford access; and
 - 2.2.2 The right to use the shared facilities within the Flat/House Common Parts; and
 - 2.2.3 The exclusive occupation of the Room, except where the room type is a shared twin room where the Tenant will share with another tenant allocated by the College. In cases of Shared Accommodation, the terms of Clause 9.0 of this Tenancy Agreement will apply.
- 2.3 The Premises is a shared flat. Each Tenant is solely responsible for their share of the Rent, but jointly and severally responsible with the other tenants in the Premises to implement all other terms of this Tenancy Agreement.
- 2.4 The College reserves the following rights over the Room:
 - 2.4.1 The right for the College and those authorised by the College to enter the Room on reasonable written notice of at least 24 hours (except in cases of emergency) for any purpose mentioned in the Tenancy Agreement; and
 - 2.4.2 The right to free passage and running of water, soil, gas, and electricity through any pipes, cables, wires, drains, or sewers passing in or through the Room.

3.0 Rent

- 3.1 The rent for the Room will be as stated on page 1 and in the Tenancy Details of this Tenancy Agreement.
- 3.2 No deposit will be taken, but the Tenant will be liable for the cost of any cleaning and/or making good any damage identified by the College during regular inspection of the Room and the Premises, and/or during exit inspection at the termination of this Tenancy Agreement.
- 3.3 The Tenant must pay to the College (or to whosoever the College shall direct) one instalment of Rent before the Tenancy Start Date. Any person who is not the Tenant and who makes payments due from the Tenant does so as an agent of the Tenant.

- 3.4 Subsequent Rent payments must be made by the Tenant to the College on the dates set out in the Tenancy Details. If the Tenant makes any late payments of Rent (or any other amount due from the Tenant under the terms of this Tenancy Agreement), an administration fee of £25 plus VAT will be applied for each late payment.
- 3.4.1 If the Tenant's Rent account falls into arrears, the College will be entitled to seek payment from the Tenant's Guarantor (as named on page 18 of this Tenancy Agreement) for all outstanding sums due by the Tenant.
- 3.4.2 If the Tenant's Rent is not paid within a period of 14 days from the date on which it is due, the College shall have the option to terminate this Agreement on giving to the Tenant 14 days' written notice of such termination. On the expiry of such notice, the Tenant will be bound to remove from the Premises. The Tenant's obligations under this Agreement (including the payment of Rent) will persist until such time as the College re-lets the Room to a new tenant, or in the event that the College is unable to re-let the Room to a new tenant, for the duration of the Tenancy Period. If the outstanding amount of Rent is paid, the notice of termination may, at the College's sole discretion, be revoked.
- 3.5 The Rent shall include all reasonable charges for utilities (including electricity and gas).
- 3.6 In exceptional circumstances the College may grant an extension of the Tenancy Period (e.g. from 37 weeks to 40 weeks). The corresponding additional Rent charges, due date for this additional Rent, and amended Tenancy End Date will be confirmed in writing to the Tenant.

4.0 Guarantor (if applicable)

- 4.1 The Guarantor will ensure that the Tenant pays the Rent and performs and observes the Tenant's obligations under the Tenancy Agreement. If the Tenant does not pay the Rent and/or perform and observe the Tenant's obligations, the Guarantor (jointly and severally if more than one) will do so instead, and will reimburse the College for any losses, damages, costs, and expenses suffered by or incurred by the College as a result. The College is under no obligation to bring any claims against the Tenant before bringing any action against the Guarantor.
- 4.2 We require a guarantee for the sum payable on the Tenancy Agreement unless you can provide evidence that you have supported yourself from earnings or benefits for any three years before the first day of the first academic year of your course. This can include periods when you were:
- receiving benefits as a person looking for employment.
 - in training under a government training programme.
 - receiving any pension, allowance or other benefit for maternity, sickness, or injury.
 - receiving an advanced research-level postgraduate award.
 - caring for a dependant who was under 18.
- 4.2.1 We cannot normally count periods when you were in full-time education towards the period you supported yourself.

5.0 Use of the Premises

- 5.1 The Premises are let as a private dwelling house for living accommodation only and for no other purpose.
- 5.1.1 The Tenant will not carry on any profession, trade, or business whatsoever in the Room or the Flat/House.
- 5.1.2 The Tenant will not sublet the Room or have the right to assign their interest in this Tenancy Agreement.
- 5.2 The Tenant must not change rooms with anyone else or vacate the Room without prior authorisation from the Residences Manager.
- 5.2.1 Any approved request for a change of rooms will be subject to a £50 administration charge, unless at the discretion of the College.
- 5.2.2 Any incoming tenant will have fully met the terms of their Tenancy Agreement prior to vacating their current accommodation and must sign a new Tenancy Agreement.
- 5.3 The Tenant must not use or allow the Room or the Flat/House to be used for any improper, immoral, or illegal purpose, nor in any way which may, in the reasonable opinion of the College, be a nuisance, damage, disturbance, or annoyance to the College or to the other tenants of the Building or any local neighbours. This extends to harassment or antisocial behaviour which may interfere with the peace or comfort of any other tenant or neighbour, or cause offence to them. In particular the Tenant will:
- 5.3.1 Treat all other students, staff, and the general public with respect and dignity, and ensure at all times that the good name of the College is upheld.
- 5.3.2 Avoid excessive noise at all times, and in particular after 23:00 hours each night. Always keep music volume at a reasonable level and respond to all reasonable requests from staff and fellow students regarding noise levels.
- 5.3.3 **Not keep or use illegal or prohibited drugs and substances anywhere on the College campus including in the Residences, as per the rules and regulations laid down in the Student Code of Conduct and any further regulations of the College and/or the College disciplinary procedures, the possession of which is prohibited by statute (including but not limited to the Misuse of Drugs Act 1971); and**
- Not possess or use any firearm or weapon (including any knives other than domestic kitchen knives) of any kind in the Room, Flat/House, Building, or anywhere on the College campus.**
- Any breach of this condition will be treated as a serious disciplinary offence and will be dealt with under the Student Conduct Procedure. The College reserves the right to exclude you from the Premises pending the outcome of the Disciplinary Hearing and any subsequent appeal.**

- 5.3.4 **Comply with the College regulations regarding alcohol; Students under the age of 18 are not permitted to buy, drink, or be in possession of alcohol at any time; Students aged 18 years of age and older may possess a reasonable amount of alcohol in their Rooms for their personal consumption, but must not buy or supply alcohol to students under 18 years of age or encourage them to consume alcohol.**
- 5.3.5 **Comply with the College Smoking Policy whereby the College permits smoking and vaping in designated areas only. Smoking and vaping are strictly not permitted anywhere inside the Residences or on any adjoining balconies. Any attempt to tamper with smoke detectors is unacceptable and highly irresponsible as it puts others' lives at risk. The first instance of any tampering with Fire Safety equipment will result in a formal written warning. The second instance of such tampering will result in immediate expulsion from the Residences without the possibility of any refund of Rent paid or due in the future.**
- 5.3.6 Comply with the College Health and Safety regulations.
- 5.3.7 Comply with the College Fire Safety regulations and all other emergency arrangements which apply to the UHI Perth Student Accommodation.
- 5.3.8 **Tenants must not tamper with Fire Safety equipment, including smoke detectors and door closers, and must not misuse fire precautions. Any attempt to tamper with Fire Safety equipment is unacceptable and highly irresponsible as it puts others' lives at risk. The first instance of any tampering with Fire Safety equipment will result in a formal written warning. The second instance of such tampering will result in immediate expulsion from the Residences without the possibility of any refund of Rent paid or due in the future.**
- 5.3.9 Not carry out or permit any visitor or other tenants to carry out any act in the Residences which increases the risk of fire. Tenants must not:
- Possess or use any gas or oil heater, or any other fuel burning appliance in the Room, Flat/House, or Building; and
- Possess or use any barbeques; and
- Burn any naked flames (e.g. candles, incense sticks; with the exception of birthday candles on cakes which may be momentarily lit for the purposes of celebration) or plug in fairy lights in the Room, Flat/House, or Building; and
- Possess or use any combustible or offensive goods (including fireworks).
- 5.3.10 Not keep any animal, bird, fish, insect, or reptile in the Building nor allow entry of any pets/animals into the Building. Only in exceptional circumstances would animals be permitted (e.g. Assistance Dogs).
- 5.3.11 Not store any bicycles, or any parts thereof, anywhere on the Premises or in the Residences, other than in the bicycle shed provided for this purpose.

- 5.3.12 Comply with parking notices displayed in campus car parks and ensure vehicles are roadworthy. Where substantial vehicle repairs are required (e.g. those which may take more than a day to complete), these must be carried out in an appropriate garage setting, and vehicles in a state of disrepair must not be stored in any campus car park.
- 5.3.13 Comply with the Rules and Regulations laid down in the Student Code of Conduct as detailed in the Student Conduct Procedure and specific guidance on conduct within this Tenancy Agreement. This applies to all current and future regulations of the College.
- 5.3.14 Exhibit their student identification (ID) card or virtual student ID if requested by a member of the College or Residences staff. Staff have the right to check the identity of any person, including non-students, in the Residences property at any time.
- 5.3.15 Comply with the College/UHI ICT Acceptable Use Policy and ICT Security Policy in relation to use of the College networked services.
- 5.3.16 Have a valid Television Licence for any television or streaming device brought into the Residences in accordance with current regulations; refer to www.tvlicensing.co.uk.
- 5.4 The Tenant hereby confirms that the Room is not, and is not intended to be, a matrimonial home in terms of Matrimonial Homes (Family Protection) (Scotland) Act 1981 (“the MH Act”), nor a family home in terms of the Civil Partnership Act 2004 (“the CP Act”). At the date that the Tenancy Agreement is signed by the Tenant, they confirm that no non-entitled spouse as defined in the MH Act, nor a civil partner as defined in the CP Act, exists in respect of the room.
- 5.4.1 The Tenant hereby, without prejudice to any other provision of the Tenancy Agreement undertakes not to share possession of the Room and/or the Flat/House with any person who may become a non-entitled spouse in terms of the MH Act, or a civil partner in terms of the CP Act.
- 5.5 The Tenant must disclose any criminal convictions prior to signing of the Tenancy Agreement.

6.0 Care and Maintenance of the Residences

- 6.1 The Tenant must maintain the Room and, jointly and severally with the other tenants of the Flat/House, the Flat/House Common Parts in at least as good tenantable repair and decorative order and clean condition as it is in at the Tenancy Start Date (except for damage by accidental fire and water from the domestic services infrastructure), ensuring that no damage is caused.
- 6.2 The Tenant must maintain the Contents in at least as good repair and condition as they are in on the Tenancy Start Date except for fair wear and tear (and the inventory provided

to the Tenant on moving into the Room shall be evidence of their existing condition and any defect shall be noted in such inventory), ensuring that no damage is caused.

- 6.3 The Tenant must operate the Service Media and electrical appliances in the Flat/House in accordance with the manufacturer's instructions and not change, damage, alter, or interfere with them in any way; and

Must not use any equipment in the Building which is not in good working order; and

Must ensure that any item of electrical equipment brought into the Residences is in good working condition with no signs of damage or deterioration to the device or the cord and plug. The Tenant is responsible for inspecting such items and immediately taking out of use any items which show signs of damage or deterioration. Advice can be obtained from the Residences Manager at any time. Any additional kitchen appliances the Tenant chooses to bring into the Flat/House must be kept in the kitchen as these are not permitted in the Room.

- 6.4 The Tenant must promptly report any fault or damage to either the Room, Flat/House, Building, or the supplied Contents (including appliances) to the Residences Manager or Duty Supervisor in a timely manner.

6.4.1 The Tenant can contact the Residences Manager or Duty Supervisor 24 hours a day, 7 days a week in the Residences Office on campus, or by telephoning 01738 877 800. Non-urgent maintenance reports can be emailed to perthresidencemanager@hostellingscotland.org

6.4.2 Any window or door issues, or defects to electrical equipment must be reported as a matter of urgency to ensure the safety and security of all tenants.

- 6.5 The Tenant must pay a fair and reasonable proportion (as determined by the College) of any costs incurred by the College in making good damage to the Room, the Flat/House, the Flat/House Common Parts, or the Building Common Parts and/or in replacing any fixtures or fittings damaged therein which arises due to any act of the Tenant or any failure by the Tenant to observe and comply with the obligations of the Tenant under this Tenancy Agreement. If there is no evidence to the contrary, then the cost of repairing any damage shall be apportioned as if:

6.5.1 The Tenant caused the damage to the Room.

6.5.2 All of the tenants of the Flat/House caused the damage to the shared facilities in the Flat/House Common Parts.

6.5.3 All of the tenants entitled to use the Building Common Parts caused the damage to the Building Common Parts.

- 6.6 All perishable food must be stored and prepared/cooked in the communal kitchen; no cooking or refrigeration equipment is permitted in the Room.

- 6.7 Adjoining balcony areas must not be used for storage or laundry purposes or the public display of items.

- 6.8 Any additional furniture that the Tenant wishes to bring into the Premises must be approved by the Residences Manager in advance. This is to comply with Health and Safety and Fire regulations.
- 6.9 The Tenant must not remove the Contents, nor the College's fixtures and fittings from the rooms in which they are located unless temporarily. Furniture must not be relocated to an adjoining balcony overnight.
- 6.10 Only notice boards provided by the College may be used to display any pictures, posters, or other items. The Tenant will at no time during the Tenancy Period use Blu-Tack, White-Tack, sellotape, or any other adhesive to display pictures, posters, or any other items in the Premises. Specialised 'Command Strips' may be used elsewhere following manufacturer's directions to avoid wall marking upon removal. The use of drawing pins or map pins is only permitted on the notice boards and the driving of nails or screws into the plasterwork or woodwork is not allowed.
- 6.10.1 Pictures, posters, or other materials which could cause offence to other people must not be displayed in any part of the Building.
- 6.11 Each Tenant must provide their own towels, toiletries, pillows, bedding, kitchenware, and cleaning equipment for their Room and shared facilities. (**Note:** a vacuum cleaner, brush, pan, and mop are provided for each Flat/House).

7.0 Cleanliness and Hygiene

- 7.1 The Tenant must maintain an acceptable level of cleanliness and hygiene in the Room, Flat/House Common Parts, and Building Common Parts.
- 7.2 Where the general level of cleanliness is deemed by the College to be unsatisfactory and presents a hygiene or health and safety risk, the Residences Manager will issue a 24-hour notice requiring the Tenant(s) to take remedial action. Following the 24-hour remedial action notice period, if the College deems the level of cleanliness still presents a hygiene or health and safety risk, then the Residences Manager will instruct a commercial cleaning company to clean the affected areas and the costs of remedial cleaning will be applied pro-rata to all Room tenants for cleaning of any area of a Room. The costs of remedial cleaning of any communal areas will be applied pro-rata to all Flat/House tenants.
- 7.3 A programme of cleaning shower rooms and communal rooms is planned for the Christmas/New Year recess break. Dates will be provided at least 4 weeks before and tenants must allow access to the Room and Flat/House Common Parts at these times. If the cleaning is disrupted due to lack of access, then a charge will be applied, and costs will be recovered from the Tenant(s).
- 7.4 The Tenant must segregate and discard waste/rubbish safely and responsibly, using the litter and rubbish bins provided. Waste/rubbish should be disposed of promptly and should not be allowed to accumulate.

8.0 Access

- 8.1 The Tenant will allow the College Residences Management Staff and those authorised by the College access to shared and private accommodation for the purposes outlined below. Tenants will be provided with at least 24 hours written notice (except in cases of emergency) to enter the Room/Flat/House at reasonable times. Access is allowed for the purposes of:
- 8.1.1 Inspecting its condition and cleanliness; and
 - 8.1.2 Carrying out any necessary repairs or alterations to the Room and/or Flat/House and/or Building; and
 - 8.1.3 Maintaining, repairing, and if necessary, replacing the Service Media and any pipes, cables, wires, drains, and sewers within the Room; and
 - 8.1.4 Carrying out viewings of the Room and/or Flat/House with prospective tenants; and
 - 8.1.5 Carrying out welfare checks on any Tenant or visitor/guest where concerns have been reported or the College has grounds to be concerned.
- 8.2 College Residences staff and those authorised by the College may inspect the Building Common Parts and the Flat/House Common Parts at random periods without notice.
- 8.3 During periods of academic recess when it might be expected that students are not in residence, the College reserves the right to enter the Room or Flat/House and carry out safety checks on fixtures within these areas (e.g. smoke detector tests, PAT testing of College owned electrical equipment). The College may also carry out deep clean activities (e.g. cookers and showers). No notice is required to enter the Flat/House, Flat Common Parts, or Building Common Parts. In exercising its right of entry to the Room and/or Flat/House the College will cause minimum possible inconvenience to the Tenant.

9.0 Shared Accommodation

- 9.1 This clause applies only where the Tenant has been allocated a shared twin Room. In this clause references to “the Sharer” means the person allocated by the College to share the twin Room with the Tenant, and “the Sharers” means the Tenant and the Sharer.
- 9.2 In a shared twin Room, the Sharers are jointly and severally liable for all Tenant’s obligations in this Tenancy Agreement, other than payment of Rent.
- 9.2.1 If a Tenant has accepted a shared twin Room, the Tenant and the Sharer are the only parties permitted to occupy the shared Room.
 - 9.2.2 If the Sharer leaves the Premises or the Tenant is given sole occupancy of a shared Room, the College may:

Replace the Sharer at any time with another Tenant; or

Relocate the remaining Tenant; or

Increase the Rent under this Tenancy Agreement to the full single Room rate for any period of sole occupancy by the Tenant if the remaining tenant refuses the new Sharer or a relocation.

10.0 Visitors and Guests

- 10.1 In non-Covid circumstances, a maximum of 5 visitors or guests (non-tenants or visitors from another Flat/House) in total are permitted in a Flat/House at any one time.
- 10.2 Staff may prohibit a Tenant's visitor or guest from entering the Residences.
- 10.3 The Tenant must ensure any visitors or guests comply with all terms and conditions of this Tenancy Agreement as they relate to standards of behaviour towards the Residences, other tenants, staff, and local neighbours. The Tenant will accept responsibility for the behaviour of any visitors or guests while they are in the Flat/house and associated shared/communal areas and will be held liable for the cost of making good any losses, breakages, or damage to the Flat/House or shared/communal areas or any part thereof caused by such visitors or guests.
- 10.4 No overnight guests are permitted at any time. This is for the safety and comfort of all students. Overnight guest may cause offence or jeopardise the safety of others within the Residences and occupancy may exceed designated limits.

11.0 Welfare of Tenants and Emergency/Next of Kin Contact

- 11.1 At the point of application the Tenant will disclose to the College any pre-existing physical or medical condition which may impact on their occupation of the Residences. Any medicines to be taken under controlled circumstances remain the responsibility of the Tenant and the College will take no responsibility for storing or supporting the control that is in place.
- 11.2 All tenants should register with a local medical practice within 30 days of the Tenancy Start Date.
- 11.3 The College will be entitled to authorise emergency medical treatment for a Tenant if advised by a medical practitioner and if the Tenant is unable to authorise such treatment and it is not possible to contact the Tenant's Emergency/Next of Kin Contact(s) in a timely manner.
- 11.4 The College may contact the Tenant's named Emergency/Next of Kin Contact(s) if there is a serious concern about the Tenant's welfare. The Tenant's personal circumstances and the situation at the time will be considered carefully on a case-by-case basis before the College decides to use any emergency contact details the Tenant has provided.

11.4.1 Where possible and appropriate the College will try to obtain the Tenant's consent first. Under data protection legislation, the College may share the Tenant's personal information without the Tenant's consent if the College believes that it is in the Tenant's 'vital interests' to do so; this means in serious or life and death situations. The College may also share the Tenant's personal information if it is not possible to obtain the Tenant's consent. This includes passing along Emergency/Next of Kin Contact details to the emergency services (e.g. ambulance crew, Accident and Emergency staff) so they can support the Tenant as their patient.

11.4.2 Examples of circumstances in which the College may alert a Tenant's Emergency/Next of Kin Contact(s) include, but are not limited to:

- The Tenant has been injured or admitted to hospital in an emergency.
- The Tenant has suffered a serious physical injury, including self-harm.
- The Tenant is exhibiting behaviour that may pose a serious risk to their safety and wellbeing or that of others.
- The Tenant has not been seen recently in the accommodation and the College have been unable to contact the Tenant to confirm their safety and wellbeing.
- The Tenant has an ongoing illness and appears to be deteriorating.
- The Tenant is experiencing a mental health crisis.
- The Tenant has been the victim of a serious crime.
- A third party has reported significant concerns about the Tenant and the College has been unable to contact the Tenant to confirm their safety and wellbeing.

11.5 The Tenant must notify the Residences Manager or Duty Supervisor in advance of any periods when they are not staying overnight in the Residences. This includes signing in and out accordingly and leaving your keys with the Residences Office staff if applicable.

11.6 The Tenant must notify the Residences Manager or Duty Supervisor if they are unwell or unfit to attend classes for more than 3 days.

11.7 The Tenant must notify the Residences Manager, Duty Supervisor, or Warden if they have concerns about the welfare of a fellow tenant.

12.0 The College's Obligations

12.1 If the Tenant pays the Rent and performs all the obligations of the Tenant under the Tenancy Agreement, then the Tenant may quietly possess and enjoy the Room during the Tenancy Period without any interruption from the College or any person acting on the College's behalf (except as otherwise expressly set out in the Tenancy Agreement to the contrary).

12.2 The College agrees to:

Maintain and repair the structure of the Building, including the window frames and window glass; and

Maintain, repair, decorate, and provide adequate heating and lighting to the Flat/House and Building; and

Maintain all Service Media serving the Flat/House and the Building; and

Provide an adequate supply of hot and cold water, heating, and electrical power to the Flat/House; and

Provide security facilities for the Building; and

Provide and maintain equipment in the Flat/House Common Parts and the Building Common Parts.

- 12.3 The College will continue to be guided by the Scottish Government's student accommodation rules in relation to COVID.

13.0 Alternative Accommodation

- 13.1 In the event that the Residences are not ready for occupation at the Tenancy Start Date the College reserves the right to place the Tenant in suitable alternative accommodation for such period as may be necessary and on the same terms and conditions of occupancy as are referred to herein.
- 13.2 The College reserves the right during the Tenancy Period to move the Tenant to alternative accommodation (which may be in a hotel) for the purpose of carrying out emergency repairs provided that:
- 13.2.1 The Tenant is given reasonable notice; and
- 13.2.2 The Tenant will occupy the alternative accommodation on the terms of the Tenancy Agreement.
- 13.3 If the College has concerns for safeguarding or wellbeing of the tenants in the Residences then the College shall be entitled to reallocate the accommodation amongst the tenants and offer the Tenant alternative accommodation within the Residences either prior to the commencement of or during the Tenancy Period. The Tenant shall be required to vacate the Premises and enter into a Tenancy Agreement for the said alternative accommodation.

14.0 Termination

- 14.1 The College reserves the right to refuse admittance to the College Residences and to ask a Tenant to leave the Residences if he or she fails to comply with the Tenancy Agreement.
- 14.2 If the Tenant's Rent is not paid within a period of 14 days from the date on which it is due, the College shall have the option to terminate this Agreement on giving to the Tenant 14 days' written notice of such termination. On the expiry of such notice, the Tenant will be

bound to remove from the Premises. The Tenant's obligations under this Agreement (including the payment of Rent) will persist until such time as the College re-lets the Room to a new tenant, or in the event that the College is unable to re-let the Room to a new tenant, for the duration of the Tenancy Period. If the outstanding amount of Rent is paid, the notice of termination may, at the College's sole discretion, be revoked.

- 14.3 If the Tenant withdraws or suspends from his or her enrolled course or is asked to leave his or her course by the College, the Tenant must inform the Residences Administrator as soon as possible by emailing residences.perth@uhi.ac.uk. The Tenant must leave the Residences within 3 days of formal notification of withdrawal/removal from the course. There will be no entitlement to a refund of the fees paid for accommodation.
- 14.3.1 If a Tenant leaves the Residences prior to the Tenancy End Date, payment of any balance of Rent and other accommodation charges still outstanding shall be made in full. Where the Tenant has left under medical grounds, a refund will only be considered if the serious illness or disability has occurred after entering into the contract or a serious change in personal circumstances has occurred (supporting documentation will be required). The Tenant should contact the Residences Administrator to appeal the ongoing Rent by emailing residences.perth@uhi.ac.uk.
- 14.3.2 This tenancy is a letting to a student within the meaning of Schedule 4, section 7(1) of the Housing (Scotland) Act 1988 and in the event of the Tenant ceasing to be a student at the College (including suspending studies), possession of the premise may be recovered by the College under Ground 4 of Part 1 of Schedule 5 of the said Act.
- 14.4 It is an essential condition of this Tenancy Agreement that the Tenant must disclose any criminal convictions prior to signing of the Tenancy Agreement. Failure to disclose a criminal conviction may result in automatic termination of the Tenancy Agreement.
- 14.5 Notwithstanding any other provision of this Tenancy Agreement, the College shall have the right to immediately terminate this Tenancy Agreement and the Tenancy granted thereunder in the event that the College considers that it would be materially detrimental to the interests of the College and/or any of its students for the Tenant to remain in occupation of the Premises.
- 14.6 Where Gross Misconduct is alleged which breaches the terms of this Tenancy Agreement, the rules and regulations laid down in the Student Conduct Procedure and any further regulations of the College and/or the College disciplinary procedures, the College shall have the right to exclude the Tenant from the Premises during the Disciplinary Process and any subsequent appeal. There will be no entitlement to a refund of the fees paid for accommodation during any such exclusion.
- 14.7 In the event that (a) the Tenant seeks to terminate this Tenancy Agreement before the end of the Tenancy Period, or (b) the College gives the Tenant written notice terminating their Tenancy of the Premises in accordance with Conditions 14.1 through 14.6 above, the Tenant's obligation to pay the Rent and any other sums due under this Tenancy Agreement will nonetheless continue unless and until the College re-lets the Room on a permanent basis to a new tenant, even if the Tenant is no longer occupying the Room. If either of the foregoing events occurs and the Tenant has paid Rent in advance for a period following the date of such termination, the College shall be entitled to hold such

advance payment of Rent and apply it towards offsetting any loss suffered as a result of the termination of this Tenancy Agreement.

- 14.8 The College reserves the right to offer temporary emergency accommodation for a maximum of 5 days to another student in a room where the Tenant has terminated this Tenancy Agreement, or the College has terminated the Tenant's occupation of the Premises. In this event the Tenant's obligations remain, and the College will reimburse or deduct the equivalent of one week's rent from the outstanding amount.
- 14.9 The Tenant has the right to appeal against the decision of the College to terminate this Tenancy Agreement or against any decision made by the College that the Tenant has breached the terms of this Tenancy Agreement, the rules and regulations laid down in the Student Code of Conduct and any further regulations of the College and/or the College disciplinary procedures. The appeals procedure is set out in the Student Conduct Procedure.

15.0 End of Tenancy Period

- 15.1 The Tenant will remove all of their possessions from the Residences by 5pm on the Tenancy End Date stated on page 1 of this Tenancy Agreement.
- 15.1.1 Any items left will become the property of the College and may be disposed of within 24 hours.
- 15.1.2 A charge of £10 per item or bag of refuse will be applied pro-rata to all Room tenants for removal of any personal items or refuse from a Room.
- 15.1.3 A charge of £10 per item or bag of refuse will be applied pro-rata to all Flat/House tenants for the removal of any personal items or refuse from a Flat/House.
- 15.2 Before departing from the Residences at the end of their Tenancy (or earlier if the Tenant withdraws or otherwise leaves) the Tenant must inform the Residences Duty Manager and an exit inspection of the Room and Flat/House must be completed. The condition and cleanliness of the room will be examined, and the Tenant will be liable for the cost of any cleaning and/or making good any damage identified by the College.
- 15.3 The Tenant will return all keys/fobs to the Residences Office or Residences Manager by 5pm on the Tenancy End Date. An on-the-spot charge of £10 per key or fob will be applied for replacement of any missing keys or fobs.

16.0 Severability

- 16.1 If any term, condition, or provision contained in the Tenancy Agreement shall be held to be invalid, unlawful, or unenforceable to any extent, the validity, legality or enforceability of the remaining parts of the Tenancy Agreement shall not be affected.

Tenancy Details

Contract Let Periods:

40 Week Contract – Further Education (FE), HNC and HND courses with a tenancy start date of 24 August 2024 and tenancy end date of 1 June 2025.

37 Week Contract – Degree courses with a tenancy start date of 24 August 2024 and a tenancy end date of 11 May 2025. (Please note: a small number of degree courses may run longer – if we are aware of this possibility, we will inform you and recommend the longer 40 week contract.)

Home & Rest of UK (RUK) Students

If you are a resident of Scotland, England, Wales, Northern Ireland, or Republic of Ireland you will be classed as a 'Home & Rest of UK' student.

Costs 2024-2025 (Home & Rest of UK Students):

No of Weeks	Total Annual Cost		Weekly Cost		Monthly Instalment Amount (9 Payments)	
	Single	Twin	Single	Twin	Single	Twin
40	£5,727.60	£4,447.20	£143.19	£111.18	£636.40	£494.13
37	£5,298.03	£4,113.66	£143.19	£111.18	£588.67	£457.07

Payment Schedule (Home & Rest of UK Students):

Our Finance Team will send you an invoice for the total rent amount due for the full academic year. Payment should be made by BACS bank transfer. You can choose to pay the full year's rent amount upfront all at once prior to moving in. Or alternatively set up a recurring bank transfer to pay across 9 monthly instalments as follows:

The first payment of one full monthly instalment is due by 18th August 2024. We must receive your first payment before you will be permitted to move-in.

This is followed by 8 further instalments due by the 10th of each month, from 10th October 2024 through to the final payment which is due by 10th May 2025.

If you choose to pay by instalments, it is expected that you will set-up a Standing Order with your bank to automatically transfer your rent payments each month.

The instalment rate is in place to spread equally the amount due for the entire year and to help you budget accordingly. It does not necessarily reflect the weekly rate, however the overall total due is the same.

Tenancy Details (continued)**International/Overseas Students**

If you live outside the UK and Republic of Ireland, you will be classed as an international/overseas student.

Costs 2024-2025 (International/Overseas Students):

No of Weeks	Total Annual Cost		Weekly Cost		Semester Instalment Amount (2 Payments)	
	Single	Twin	Single	Twin	Single	Twin
40	£5,727.60	£4,447.20	£143.19	£111.18	£2,863.80	£2,223.60
37	£5,298.03	£4,113.66	£143.19	£111.18	£2,649.01	£2056.83

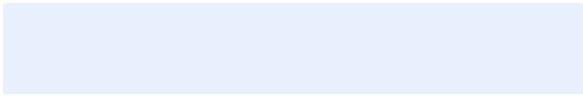
Payment Schedule (International/Overseas Students):

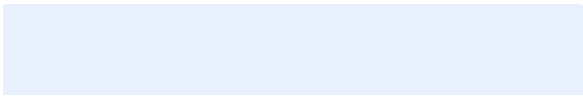
Our Finance team will send you an invoice for the total rent amount due for the full academic year. Payment should be made by bank transfer. You can choose to pay the full year's rent amount upfront all at once prior to moving in. Or alternatively you can pay across 2 instalments, at the start of each semester, as follows:

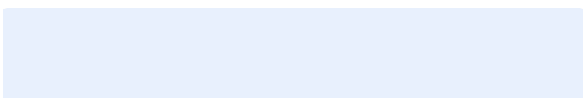
The first payment for semester one's rent is due by 18th August 2024. We must receive your first payment before you will be permitted to move-in.

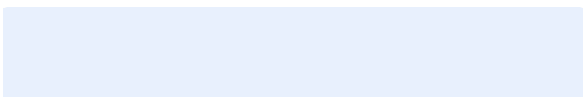
The second payment for semester two's rent is due by 8th January 2025.

The instalment rate is in place to spread equally the amount due for the entire year and to help you budget accordingly. It does not necessarily reflect the weekly rate, however the overall total due is the same.

Tenant Declaration: I have read and accept the foregoing terms of the Tenancy Agreement. I understand that I am entering into a legally binding contract which will endure until the Tenancy End Date.	
Tenant Full Name:	
Tenant Signature: 	Date:

Parent/Guardian Signature: Where the student is under 18 years of age on the Tenancy Start Date, we require a parent/guardian signature.	
Parent/Guardian Full Name:	
Parent/Guardian Signature: 	Date:

Guarantor Declaration (if applicable):	
I have read and understood the foregoing terms of the Tenancy Agreement. I understand that I am liable for any overdue and/or unpaid sums and performance of the Tenant’s obligations, and I am entering into a legally binding contract.	
Guarantor Full Name:	
Relationship to Tenant:	
Guarantor Address:	
Guarantor Contact Number:	
Guarantor E-mail Address:	
Guarantor Signature: 	Date:

Witness Signature: This document must be witnessed by someone who is not an immediately family member of the Tenant or the Guarantor. The witness must enter their details and signature below.	
Witness Full Name:	
Relationship to Tenant:	
Witness Address:	
Witness Occupation:	
Witness Signature: 	Date:

****NEXT SECTION TO BE COMPLETED BY UHI PERTH STAFF ONLY****

<p>Signed on behalf of UHI Perth (Perth College): (This will be signed by an authorised signatory of the College when you move in)</p>	
<p>Authorised Signatory Full Name:</p>	
<p>Authorised Signatory Occupation:</p>	
<p>Authorised Signatory Address:</p>	
<p>Authorised Signatory Signature:</p>	<p>Date:</p>

<p>Witness Signature: This document must be witnessed, and the witness’s details entered below.</p>	
<p>Witness Full Name:</p>	
<p>Witness Occupation:</p>	
<p>Witness Signature:</p>	<p>Date:</p>

Please complete this e-Tenancy Agreement electronically by typing into the required sections and inserting signatures as images. Once completed, please email it to residences.perth@uhi.ac.uk You will receive a countersigned e-copy after you move in.

A print-friendly version of this Tenancy Agreement is also available if you would prefer to complete this document manually with pen and paper. Please email residences.perth@uhi.ac.uk to ask for a version you can print off at home.

Failure to return this Tenancy Agreement completed in full and/or to make the designated first payment by 18th August 2024 will result in a delay to your move-in date.