



## OCCUPANCY AGREEMENT 2012 / 2013

The following terms shall have the meanings specified:

- “Commencement Date” means the date from which your period of occupancy in accommodation starts.
- “Termination Date” means the date you are required to leave the accommodation.
- “Sessional Charge” means the amount of money due for rent payments for the agreed accommodation.
- “Period of Occupancy” means the period of time for which you have reserved accommodation.
- “You” means the student to whom this Occupancy Agreement is applicable.
- “University” means the University of Stirling.
- “Residential Services” is the department which manages accommodation and is the official representative of the University of Stirling.

Please read the Occupancy Agreement carefully before accepting the accommodation. Once you have accepted this agreement (either during the online application process or in person) you have entered into a **legally binding agreement**. Your electronic acceptance acts in the same way as a signature on a document. Once accepted you are then liable for all Sessional Charges that apply.

In accordance with Distance Selling Regulations, when you accept the Occupancy Agreement without face to face contact with Residential Services, you have a seven day cooling off period. If you contact Residential Services in writing (including e-mail) within this 7 day period to cancel your accommodation you will be released from the Occupancy Agreement without financial obligation.

The seven day cooling off period will not apply if:

- You have already moved into the property.
- You sign an Occupancy Agreement whilst at Residential Services.
- You stay overnight in the accommodation.
- You pick up the key for the accommodation.
- Your request to cancel is received later than 7 days following acceptance.

If you are an international student who has been refused a visa, you must notify Residential Services immediately and, in any event, before the Commencement Date. Residential Services will usually release you from your obligations once proof of the visa refusal has been provided. If this is after the Commencement Date, Residential Services will charge the Sessional Charge as stated until the date that this proof is received.

### Rent Prepayment (New Postgraduate Students Only)

- You agree to make a pre payment of rent to the value of £300.00 during the application process for accommodation.
- The £300.00 pre payment will be credited to your rent account and will be deducted from the first rent payment due.

- The rent prepayment is not returnable in the event of cancellation by you prior to, or during the period of occupancy, with the exception of international student visa refusals as outlined above and in accordance with distance selling regulations

## **1. Use of Accommodation**

- i. This Occupancy Agreement is between the University of Stirling a Scottish Charity (Number SC011159) having its Registered Office at The University of Stirling, Stirling, FK9 4LA (“the University”) and you (“the Student”).
- ii. Residential Services in terms of this agreement allows you to live in the room specified in the above offer within the property specified above (“the Property”).
- iii. Residential Services reserves the right to move residents either temporarily or permanently for reasons as deemed necessary, this will not occur without good reason.
- iv. The occupancy of the room will start on the Commencement Date and will continue until the Termination Date. You will be entitled to occupy the property from 10.00am on the Commencement Date until 9.30am on the Termination Date. Once accepted this Occupancy Agreement is binding and you will be held liable for the full Sessional Charge for the Period of Occupancy as outlined above.
- v. The Period of Occupancy and any rights you have to reside in the property will terminate if you cease to be a registered student or are granted leave of absence.
- vi. You should use the room only as a single study bedroom, unless the room is allocated by Residential Services for twin occupancy.
- vii. Room transfers will only be considered when all students waiting for accommodation have been allocated, unless a special case merits the consideration and approval of the Head of Residential Services. The case should be submitted in writing to Residential Services.
- viii. Students with rent arrears will not be considered for room transfers.
- ix. Under no circumstances are you permitted to move rooms without prior agreement from Residential Services.
- x. A transfer fee of £25 per person is payable prior to room transfer. Where an agreed room transfer subsequently fails to take place the transfer fee will not be refunded.
- xi. Only once a request to transfer has been agreed, transfer fee payment made in full by both parties and new Occupancy Agreements signed will the University deem the transfer complete at which time students are eligible to move.
- xii. All terms and conditions as detailed are transferable to any new allocated room.
- xiii. Residential Services has the right to terminate this agreement if, through no fault of their own the accommodation becomes severely damaged and is deemed unfit for occupation or are unable to provide the accommodation as a result of events beyond their control.

- xiv. When you accept this Occupancy Agreement you also accept registration by Residential Services for any purposes required by law.
- xv. The Head of Residential Services or nominee will be the sole judge on any question relating to interpretation, conduct, enforcement or termination of this Occupancy Agreement.

## **2. Charges**

- i. The Sessional Charge for living in the property is set out in the offer together with the number of instalments chosen by you under the payment plan.
- ii. If you are in attendance for half or part of a session you will be liable to pay the appropriate amount of the Sessional Charge. You do not have the option to pay by instalments. Residential Services will advise you in writing within 7 days of the due date.
- iii. You agree to pay the Sessional Charge by direct debit, unless previous agreement has been reached with the Head of Residential Services prior to the Commencement Date.
- iv. If a completed direct debit mandate is not received at Residential Services by 8 September 2012 you will be liable for the full Sessional Charge on 12 October 2012.
- v. You agree to ensure sufficient funds are available to cover the direct debit payments on the due dates under the chosen payment plan. Residential Services does not accept liability for bank charges incurred by you for non payment by your bank.
- vi. You are responsible for ensuring that any request for cancellation of a direct debit is communicated to Residential Services at least one week prior to the date that the direct debit would be due. It is also your responsibility to make these changes directly with your bank. Residential Services does not accept liability for bank charges incurred by you following failure to cancel a direct debit instruction.
- vii. VAT is currently not payable on Sessional Charges. The University reserve the right to charge VAT at the published rate if it becomes payable during the Period of Occupancy (for example if there is a change in the law).
- viii. All rooms are initially allocated on a single occupancy basis and as such, you will be charged for single occupancy. However, if it becomes necessary the Head of Residential Services has the sole right to allocate another student to a twin – bedded room, without consultation. Each student will then be charged rent for double occupancy.
- ix. When allocated on a twin occupancy basis, if one student transfers to another room or withdraws from the University, the remaining student will then be liable for the single room charge for the remaining Period of Occupancy.
- x. All residences with the exception of Union Street Stirling, Lyon Crescent and John Forty's Court are provided with heating, the charge for which is included in the Sessional Charge. The heating is centrally controlled; you should therefore not expect unlimited heating.

- xi. Students at Union Street Stirling, Lyon Crescent and John Forty's Court are required to contribute toward their heating and electricity costs via the pre payment meter provided. You agree to contribute to ensure sufficient money is credited to the meter to ensure a continuous supply.
- xii. Students at Union Street, Bridge of Allan are required to pay for their gas and electricity usage and agree to register their liability with the named company provided to them by Residential Services.
- xiii. Should a metered property run out of power, Residential Services reserve the right to enter credit onto the meter and invoice all students accordingly. This will include an administration charge for each invoice issued. You hereby agree to pay the said invoice.
- xiv. Residential Services agree to provide a friendly credit period from the hours of 5pm to 9am during the week and all weekend to ensure no disconnection of electricity occurs during this time. Properties will be automatically disconnected at the end of the friendly credit period and will be required to pay back all costs incurred via the pre payment meter.
- xv. Any property with a meter found to be in deficit on the Termination Date will have the outstanding amount invoiced to all residents. This will include an administration charge for each invoice issued. You hereby agree to pay the said invoice.
- xvi. The Sessional Charge indicated includes access to the University network. There is no refund payable if you choose not to use the said provided network.

### **3. Contents and Damage**

- i. You will meet the cost of making good any damage or loss caused to the accommodation or its furniture. Any loss or damage to the accommodation or furniture provided must be reported as soon as practicable to Residential Services, who will instruct the necessary repair work to be carried out and invoice all costs to the student(s) accordingly.
- ii. You should ensure an inventory is completed on arrival at the property and returned to the concierge desk within 7 days of arrival. Any damage found at the Termination Date when compared to the completed inventory will be invoiced to you.
- iii. You shall not alter the fabric of the accommodation or its furniture and shall maintain the accommodation and its furniture in good / clean condition throughout the period of the occupancy and leave it in such good / clean condition at the Termination Date, fair wear and tear excepted.
- iv. You will be held responsible for the costs of any breakages or damage to the room or property on an individual basis and are liable jointly and severally with other students for any damage or breakages in shared areas and the costs shared as such. You will notify Residential Services of any damage or fault in the room, property or its contents immediately.
- v. You are entitled to bring extra furniture into the room and property only with the prior written permission of Residential Services. Residential Services has the right to refuse such a request. You are required to remove all such items at the Termination Date. In the event that you fail to do so Residential Services reserves the right to

dispose of such items. You hereby agree to reimburse Residential Services for any costs incurred as a result of disposal.

- vi. You are entitled to bring electrical items into the room and property subject to them being safety tested (PAT) prior to arrival. Residential Services require evidence that this has been satisfactorily carried out. Residential Services has the right to refuse to allow any item to be brought into the room and / or property. Any repair or replacement of electrical equipment belonging to you remains your responsibility.
- vii. The University will insure the property, furniture, fittings and equipment which are provided under the terms of this agreement. Block insurance is provided for your personal belongings, the cost of which is included in the Sessional Charge. You should check whether you require any extra cover and apply directly to the insurance company to purchase this.
- viii. You and your visitors must take reasonable care to prevent damage to:-
  - The property and the room;
  - Decoration of the property and / or room
  - The University's furniture;
  - The University's fixtures and fittings;
  - The common parts

#### **4. Car Parking**

- i. First year Students resident on campus are not permitted to bring any vehicle on to campus or to apply for a parking permit, including being named on a car sharing permit. Official blue badge holders should contact car parking for more information and application details. First year students' resident on campus who are in breach of this clause will be banned from bringing a car onto campus or applying for a parking permit in a subsequent academic year.
- ii. All second, third and fourth year students' resident on campus will be entitled to park one car in those car parks located adjacent to the residences after applying for a permit. It is not permitted to park elsewhere on campus. A permit does not guarantee a parking space and it is your duty to find one.
- iii. You are prohibited from parking in a way which is likely to cause nuisance or annoyance to other students e.g. by taking up more than one space, blocking other cars from manoeuvring freely in the car parks. These particular prohibitions do not in any way restrict your general responsibility to park responsibly and with due consideration to others using the car parks.
- iv. No parking of caravans, mobile homes, vans, minibuses, trailers or similar vehicles is permitted without the special permission of the Director of Estates and Campus Services. Under no circumstances may such vehicles, when permitted to use the car park, be used for sleeping accommodation
- v. In the event that you breach these clauses the University reserves the right to prohibit you from bringing a car on to campus for the remainder of the academic year and from bringing a car on to campus or applying for a permit in the subsequent academic year.

- vi. Further information is available from <http://www.facilities.stir.ac.uk/documents/traffic-regulations.pdf> . You are required to comply in the event of any change to these regulations.

## **5. Cleaning of Room and Property**

- i. You must ensure your room / property is kept clean, tidy, and in a hygienic condition and free from an accumulation of refuse.
- ii. You must in turn with all other students sharing the property leave the shared communal areas in a reasonably clean, tidy and hygienic condition. In particular you are required to put all household rubbish in the bins or other proper places provided for it. You must take reasonable care to see that your rubbish is properly bagged. You must comply with local arrangements for the disposal of large items.
- iii. Residential Services has the right to come into the room and the property to undertake a cleaning inspection. Residential Services will give 24 hours written notice of when such access is required. You hereby agree to provide such access as is required for such cleaning inspections. Residential Services reserves the right to gain access to the room in the event you are unable to or refuse to provide such access.
- iv. Should the room or the property be found to be in an unsatisfactory condition, Residential Services will be entitled to instruct cleaning of the room or the property at the expense of the student or students sharing the property. You hereby agree to pay the cost for the said cleaning and give access for cleaning to take place.

## **6. Smoking and Health and Safety**

- i. You and your visitors are prohibited from smoking in the communal areas of any property. You and your visitors are entitled to smoke in individual bedrooms.
- ii. You are not permitted to use candles or similar burning or smouldering materials (such as incense, fireworks etc) within the property, whether lit or unlit. Residential Services reserves the right to remove candles or similar burning or smouldering materials immediately.
- iii. You must immediately report any instance of an infectious or contagious condition or an accident suffered by you or your visitors whilst in the room or property to the residences staff.
- iv. You will not engage in any actions that are likely to impair safety in the property and endanger others in any way.
- v. You must familiarise yourself with and observe fire regulations and procedures displayed at the property and within Residential Services literature
- vi. You must always evacuate the room and the property on hearing the fire alarm and follow the designated evacuation routes (as indicated in all bedrooms) except during weekly alarm tests.
- vii. You must ensure all fire doors are closed and unobstructed at all times.

- viii. You must ensure all exit routes, corridors and stairways are clear and unobstructed at all times.
- ix. You must not tamper with any fire equipment including fire blankets, extinguishers and smoke/heat detectors, break glass points, fire retardant tiles etc. Such action may result in Police involvement.

## **7. Security**

- i. Any unauthorised access and entry to other rooms in the property or another residence is forbidden.
- ii. You must report any loss of keys to Residential Services as soon as reasonably practicable. In the event of the loss of your key, a charge will be made by Residential Services for a replacement. You agree to pay for the cost of the replacement.
- iii. You must not hand your keys to anyone else for use, with the exception of the use of rooms for overnight guests within halls, where you have agreed to allow your room to be so used.
- iv. You must produce a current halls ID card or student ID card when requested to do so by University staff.

## **8. Your General Obligations**

- i. You should not modifying or decorate the property or the room.
- ii. You are prohibited from attaching items to the walls with bluetac, sellotape or any other means. Any such items should be attached to notice boards.
- iii. You are not permitted to keep any pet or animal in the room or the property with the exception of assistance animals. Residential Services must have granted prior permission for any assistance animal in residences. When permission is granted you agree to ensure the welfare of any assistance animal is maintained. The University will seek medical confirmation of the requirement for an assistance animal.
- iv. You are responsible for the purchase of a TV licence for any television owned and in use in the property or room.
- v. You are required to abide by all signing in regulations in place within Halls of Residence. Further information can be obtained from Halls receptions or Residential Services.

## **9. Code of Student Discipline**

- i. You and your visitors must comply with the current regulations set out in the University Calendar in particular the Code of Student Discipline contained within Ordinance 2. You and your visitors must not in general terms harass or act in an anti social manner towards, or to pursue a course of anti social conduct against any person in the University or in the vicinity of the University. Such people include other students, visitors, those who work or study in the University, agents and contractors.

- ii. "Anti Social" means causing or being likely to cause alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property. Harassment of a person includes causing the personal alarm or distress. Conduct includes speech.
- iii. You and your visitors must not:-
- Make excessive noise, this includes, but is not limited to, the use of televisions, computer equipment, hi-fis or MP3 speakers, radios and musical instruments;
  - Be noisy or disruptive;
  - Use your room or allow it to be used for illegal or immoral purposes;
  - Leave rubbish in unauthorised places;
  - Harass or assault any person in the room, the property or in the vicinity of the University for whatever reason. This includes reference to race, colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief or status;
  - Access the roof or loft areas;
  - Use, carry or keep any type of firearm, other dangerous / offensive weapons, substance or any type of ammunition;
  - Use or sell unlawful drugs. In particular you or your visitors shall not have or permit any other person to have any controlled drug within the property, the room or in the vicinity of the property – all reports of drug misuse will be reported to the University Secretary and the Police;
  - Sell alcohol;
  - Obstruct or interfere with the functions, duties or activities of any student, member of staff or other employ, the University or any authorised visitor of the University;
  - Act in a violent, indecent, disorderly, threatening manner or offensive way (either expressed orally or in writing) including electronically whilst in University premises or engaged in any University activity;
  - Distribute or publish any poster, notice, sign or other publication which is offensive, intimidating, threatening, indecent or illegal or causes others to be fearful, anxious or apprehensive;
  - Use social network sites to harass, intimidate, threaten or cause offence to other students, staff or any authorised visitor to the University;
  - Cause damage to, or deface University property or the property of other members of the University community caused intentionally or recklessly, and mis-appropriation of such property;
  - Misuse or use in an unauthorised way University premises or items of property, including computer misuse;
  - Behave in a manner which brings the University into disrepute;

- Throw any items from windows of the property.
- iv. Parties are not permitted within any property without the prior written permission of Residential Services.
- v. The University reserves the right to report any criminal or anti social behaviour including drug misuse to the University Secretary and the Police

## 10. Repairs and Maintenance

- i. Residential Services agree to maintain the structure of the property, the room, fixtures and fittings and to carry out repairs within a reasonable period of time after being notified of faults.
- ii. Where a loss of power or heating occurs, the University will endeavour to remedy the situation as soon as reasonably practicable. Alternative areas will be provided for student use during any sustained loss of services.
- iii. When refurbishment / redevelopment work is being carried out there may be some disturbance and noise. The University regret any inconvenience which may be caused. Any disruption will be minimised and work restricted to standard day time hours.
- iv. Residential Services has the right to come into the property to carry out reported repairs during reasonable times of the day. You hereby agree to give such access as required. In an emergency, the University reserve the right to make forceable entry to the room and the property.
- v. You must report to Residential Services as soon as reasonably possible any damage or loss to the property or the room.

## 11. Termination

- i. This Occupancy Agreement can be ended in any one of the following ways:-
  - At the Termination Date. This Agreement will automatically terminate at the agreed Termination Date.
  - If you fail to occupy the accommodation. You will remain liable for the Sessional Charge until a suitable replacement is found. This liability will last for the whole of the Period of Occupancy if no replacement is found.
  - Where you vacate without informing Residential Services. You will remain liable for the Sessional Charge until a suitable replacement is found. This liability will last for the whole of the Period of Occupancy if no replacement is found.
  - By ceasing to be a registered student (either by withdrawing or by leave of absence). In all cases you will be liable to pay 28 days rent as notice on your accommodation, this 28 day period commences on the day your accommodation is cleared and your keys returned.
  - By breach of the Occupancy Agreement. Should any condition of this agreement be breached by you, Residential Services reserves the right to terminate this

agreement. Residential Services shall give you notice to leave because one or more of the terms and conditions of this agreement have been broken. Residential Services reserves the right to give you immediate notice to leave. At the end of the requisite notice period you will be required to leave the room and the property and return all keys. If you fail to vacate the property, Residential Services will seek a court order for your eviction. You will remain liable for any unpaid Sessional Charges at the Termination Date.

- ii. You may be released from this Agreement under exceptional circumstances as determined by the Head of Residential Services. In all cases you will be liable to pay 28 days rent as notice on your accommodation, this 28 day period commences on the day your accommodation is cleared and your keys returned
- iii. You may be released from this Agreement if you find a suitable replacement person. You are liable to pay the rent until the date the Occupancy Agreement is signed by the replacement person.
- iv. An administration charge of £25 will be charged in all cases.
- v. Before moving out of the room you must:-
  - Leave the room in a clean and tidy condition;
  - Remove all your belongings;
  - Ensure you have made all payments to Residential Services;
  - Leave a forwarding address;
  - Leave your keys at the designated collection point.

## **12. General Provision**

- i. If you want to send any form of document to us it will be sufficient if you send or deliver it to Residential Service, Geddes Court, University of Stirling, FK9 4LR or by e-mail to accommodation@stir.ac.uk. If Residential services want to send you any document it will be delivered to you at the room or via your University email account.
- ii. By accepting your offer of accommodation, you are completing a legally binding contract committing you to all the terms of this agreement. The terms and conditions of this agreement replace the terms and conditions under any other Occupancy Agreement that you had with us before this agreement, in relation to any property owned or managed by the University.