

Tenancy Agreement 2023-2024

Room Type – XX Week Contract

DD MMMM YYYY to DD MMMM YYYY

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 in one of our Flats/House, at UHI Perth Student Residences, Crieff Road, Perth and shared occupancy of the communal areas within said Flat/House forming part of the UHI Perth Student Residences ("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;

"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;

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

"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;

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

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"Rent" means the rent specified in the Tenancy Details;

"Room" means the Room 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;

"Service Media" means 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 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;

"Tenancy Start Date" means the Tenancy Start Date 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 Code of Conduct and Student Disciplinary 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 Disciplinary Procedure and College Code of Conduct.
- 2.0 **The Letting**
- 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):

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- 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 the 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.
- 2.3 The College reserves the following rights over the Room:
 - 2.3.1 The right for the College and those authorised by the College to enter the Room on reasonable written notice (except in cases of emergency) for any purpose mentioned in the Tenancy Agreement; and
 - 2.3.2 The right to the free passage and running of water, soil, gas and electricity through any pipes, cables, wires, drains, or sewers passing in or through the Room.
- 2.4 The accommodation charges shall include all reasonable charges for utilities.

3.0 The Tenant's Obligations

- 3.1 The Tenant shall accept the Room, the Flat/House, the Building Common Parts, the Flat/House Common Parts and the Building as being in good and tenable repair and condition and fit for the purposes for which they are let and/or intended to be used as at the Tenancy Start Date unless the Tenant informs the College in writing of any defects in the condition and repair within 48 hours of the Tenancy Start Date. The Tenant agrees to keep the same clean to the satisfaction of the College and leave the same in the same good condition at the Tenancy End Date.
- 3.2 The Tenant shall accept that all the Contents are present in the Room or the Flat/House unless the Tenant informs the College in writing that items are missing from the inventory within 48 hours of the Tenancy Start Date.
- 3.3 The Tenant shall advise the College, at the point of application, where there may be a requirement for additional/adapted equipment in the Room or Flat/House Common Parts. The Tenant is strongly encouraged to inspect the Building prior to occupation in order that any such reasonable adjustments may be agreed. Supporting medical evidence may be required where reasonable adjustment is identified.

The Tenant must:

- 3.4 Pay to the College (or to whosoever the College shall direct) the Rent on the dates set out in the Tenancy Details. Any person who is not the Tenant and who makes payments due from the Tenant does so as agent of the Tenant.
- 3.5 Pay to the College before the Tenancy Start Date one instalment of rent payment.
- 3.6 Pay to the College (or to whosoever the College shall direct), an administration fee of £25 plus VAT for each late payment of Rent or any other amount due from the Tenant under the terms of the Tenancy Agreement.

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- 3.7 Promptly notify the Residences Manager of any damage to or defect in the Room and/or the Contents and/or the Flat/House and/or the Building.
- 3.8 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 ensure that any electrical appliances which do not belong to the College comply with all relevant standards and regulations.
- 3.9 Pay a fair and reasonable proportion, as determined by the College acting reasonably, of the costs incurred by the College in making good damage to the Room, the Flat/House, the Building Common Parts or the Flat/House 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 the Tenancy Agreement. If there is no evidence to the contrary, then the cost of repairing any damage shall be apportioned as if:
 - 3.9.1 The Tenant caused the damage to the Room;
 - 3.9.2 All the tenants of the Flat/House caused the damage to the shared facilities in the Flat/House Common Parts;
 - 3.9.3 All the tenants entitled to use the Building Common Parts caused the damage to the Building Common Parts;
- 3.10 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:
 - 3.10.1 Inspecting its condition and cleanliness;
 - 3.10.2 Carrying out any necessary repairs or alterations to the Room and/or Flat/House and/or Building;
 - 3.10.3 Maintaining, repairing and, if necessary, replacing the Service Media and any pipes, cables, wires, drains and sewers within the Room; and
 - 3.10.4 Carrying out viewings of the Room and/or Flat/House with prospective tenants.
- 3.11 College staff and those authorised by the College may inspect the Building Common Parts, the common room areas, halls, and stairwells at random periods without notice.
- 3.12 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/Flat/House and carry out safety checks on fixtures within Rooms/Flats/House, eg smoke detectors, carry out PAT testing of College owned electrical equipment. The College may also carry out deep clean activities (e.g. cookers).

No notice is required to enter the Flat/House, Flat Common Parts, or Building Common Parts.

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In exercising its right of entry to the Room and/or Flat/House, the College will cause minimum possible inconvenience to the Tenant.

- 3.13 Comply with the Rules and Regulations laid down in the College Code of Conduct as detailed in the Student Disciplinary Procedure and specific guidance on conduct within this agreement. This applies to all current and future regulations of the College.
 - 3.14 Ensure that any additional furniture that the Tenant desires to bring in should be approved by the Residences' Office. This is to comply with Health and Safety and Fire regulations.
 - 3.15 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).
 - 3.16 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 in to the Room shall be evidence of their existing condition, and any defect shall be noted in such inventory).
 - 3.17 Use the Premises for living accommodation only and for no other purpose whatsoever.
 - 3.18 Not change rooms with anyone else or vacate the Room without prior authorisation from the Residences' Manager.
 - 3.18.1 Any approved requests for change will be subject to £50 administration charge, unless at the discretion of the College.
 - 3.18.2 Any incoming tenant will require to sign a new Tenancy Agreement.
 - 3.18.3 Any incoming tenant will have fully met the terms of their tenancy agreement prior to vacating their current accommodation.
- The Tenant will not sublet the Room or part with possession or share occupation of the Room or any part of it under any circumstances.
- 3.19 Not carry on any profession, trade, or business whatsoever in the Room or the Flat/House.
 - 3.20 Not use the Room or the Flat/House for any improper, immoral or illegal purpose nor in any way which may, in the reasonable opinion of the College, be a nuisance, damage or annoyance to the College or to the other tenants of the Building or any adjoining premises and in particular, the Tenant will:
 - 3.20.1 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.
 - 3.20.2 Avoid excessive noise at all times, and in particular after 23:00 each night; keep music volume at a reasonable level at all times and respond to all reasonable requests from staff and fellow students regarding noise levels.

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- 3.20.3 Not keep or use drugs, the possession or use of which is prohibited by statute (including but not limited to the Misuse of Drugs Act 1971) anywhere on the College Campus, including the Residences, as per the rules and regulations laid down in the College Code of Conduct and any further regulations of the College and/or the College disciplinary procedures. Any breach will be dealt with under the Student Disciplinary Procedure. The College reserves the right to exclude you from the Premises pending the outcome of the Disciplinary Hearing and any subsequent Appeal.
- 3.20.4 Observe 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 over 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.
- 3.20.5 Comply with the College Smoking Policy; the College permits smoking in designated areas only. Smoking is strictly not permitted inside the Residences or on their adjoining balconies. Any attempt to interfere with smoke detectors is highly irresponsible and puts others' lives at risk. The first instance of this will result in a formal written warning, the second will result in immediate expulsion from the Residences without the possibility of any refund of rent paid or due in the future.
- 3.20.6 Not keep, store, or use in the Room, Flat/House, or Building any gas or oil heater or other fuel burning appliance.
- 3.20.7 Not burn any naked flames, (e.g. candles, incense sticks), or plug in fairy lights in the Room, Flat/House, or Building.
- 3.20.8 Not keep or use any firearms, knives (other than domestic kitchen knives), or any weapons of any kind in the Room, Flat/House, or Building.
- 3.21 Use only the kitchen area for storing and cooking perishable food; no cooking equipment or refrigeration equipment is permitted in bedrooms.
- 3.22 Not use any balcony area for storage or laundry purposes or the public display of items.
- 3.23 Not keep any animal, bird, fish, insect, or reptile in the Building. Only in exceptional circumstances would animals be permitted (e.g. assistance dog).
- 3.24 In non COVID circumstances, not allow more than 5 visitors (tenants or non-tenants) in total present in the Flat/House at any one time.
- 3.24.1 Staff may prohibit a guest of a Tenant from entering the Residences.
- 3.25 Take care of the Flat/House, furniture, and the fixtures and fittings therein, ensuring that no damage is caused.
- 3.25.1 Accept responsibility for the behaviour of any guests or visitors while such guests or visitors are in the Flat/House and associated shared/communal areas and will be held liable for the making good of any damage, losses or breakages to the

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Flat/House or shared/communal areas or any part thereof by such guests or visitors.

- 3.26 Segregate and discard rubbish safely and responsibly, using the litter and rubbish bins provided. Rubbish must not be allowed to accumulate and should be disposed of promptly.
- 3.27 Not use any equipment in the Building which is not in good working order.
 - 3.27.1 Advise the Duty Supervisor immediately of any defects noted.
- 3.28 Ensure that any item of electrical equipment, brought into the Residences, has a Portable Appliance Testing (PAT) certificate; the College will provide a free testing service after a new Tenant arrives at the Residences. When new equipment is purchased after the PAT testing date, receipts should be kept by the Tenant showing the date of that purchase.
- 3.29 Not remove the Contents, nor the College's fixtures and fittings from the rooms in which they are located unless temporarily.
 - 3.29.1 Not leave furniture temporarily located on a balcony there overnight.
- 3.30 Not display pictures, posters or other materials in any part of the Building which could cause offence to other people.
- 3.31 Use only notice boards, provided by the College, for displaying all pictures or posters. Specialised 'Command Strips' may be used elsewhere following manufacturer's directions to avoid wall marking upon removal.
- 3.32 Not have overnight guests staying at any time; this is for the safety and comfort of all students. Overnight guests may cause offence or jeopardise the safety of others within the Residences where occupancy exceeds designated limits.
- 3.33 Advise the Residences' Manager or Duty Supervisor in advance of any periods when not staying overnight in the Residences. Signing in and out accordingly, leaving your keys if applicable.
- 3.34 Have a valid Television Licence for any television brought into the Residences in accordance with current regulations; refer to www.tvlicensing.co.uk.
- 3.35 Provide their own towels, toiletries, pillows, pots, crockery, and cutlery.
- 3.36 Provide their own cleaning equipment and materials for their bedroom, en-suite shower room and shared facilities. (**Note:** a vacuum cleaner, brush, pan, and mop are provided for each Flat/House).
- 3.37 Notify the Residences' Manager or Duty Supervisor if unwell, or unfit to attend classes for more than 3 days.
- 3.38 Notify the Residences' Manager, Duty Supervisor or Warden if they have concerns about the welfare of a fellow tenant.
- 3.39 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

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medicines to be taken under controlled circumstances remains the responsibility of the Tenant and the College will take no responsibility for storing or supporting the control that is in place.

- 3.40 Remove all of their possessions from the Residences by the Tenancy End Date.
- 3.40.1 Any items left will become the property of the College and may be disposed of within 24 hours.
- 3.40.2 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.
- 3.40.3 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.
- 3.41 Return all keys by the Tenancy End Date. An on the spot charge will applied for any replacement key or fob at the rate of £10 per key.
- 3.42 Exhibit their student identification card or virtual student ID if requested by a member of the College or Residences' Office staff. Staff have the right to check the identity of any person, including non-students, in the Residences' property at any time.
- 3.43 Comply with the College Health and Safety regulations.
- 3.44 Comply with the College fire safety regulations and all other emergency arrangements which apply to the UHI Perth Student Residences.
- 3.45 Comply with the College/UHI ICT Acceptable Use Policy and ICT Security Policy in relation to the use of the College networked services.
- 3.46 Not store bicycles, or any parts thereof, anywhere on the Premises or on the Residences, other than in the bicycle shed provided for this purpose.
- 3.47 Maintain an acceptable level of cleanliness and hygiene in each Room, Flat/House and in the communal areas.
- 3.47.1 A programme of cleaning shower rooms and lounges is planned for the Christmas/New Year Recess. Dates will be provided at least 4 weeks before and tenants must allow access to the flat/house and communal areas at these times. If the cleaning is disrupted due to lack of access then a charge will be raised for cleaning at an alternative time.
- 3.47.2 Where there is evidence of smoking within any part of the Flat/House (including balcony area), the College will, without further recourse to the tenant(s) instruct a commercial cleaning company to carry out remedial cleaning in the affected areas and charges will be applied.
- 3.47.3 Where, at the discretion of the College, the level of general cleanliness is deemed 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.

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3.47.4 Following the issue of remedial action notice and where the College deems that 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.

3.47.5 The costs of remedial cleaning will be based on commercial rates and applied pro rata to all Room tenants for the cleaning of any area of a Room.

3.47.6 The costs of remedial cleaning will be based on commercial rates and applied pro rata to all Flat/House tenants for the cleaning of any communal areas.

4.0 Miscellaneous

4.1 All Tenants must register with a local medical practice within 30 days.

4.2 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.

4.3 The College reserves the right to refuse admittance to College accommodation and to ask a Tenant to leave the accommodation if he or she fails to comply with the Tenancy Agreement.

4.4 If the College requires the Premises to be made vacant for any purpose the Tenant will move to alternative accommodation provided by the College on receiving reasonable notice.

4.5 If the College deems it necessary or it is in the interests of the tenants in the Residences to re-allocate the accommodation in the Premises amongst the tenants and offer the Tenant alternative accommodation within the Premises the College shall be entitled to do so either prior to the commencement of or during the Tenancy Period; the Tenant shall be required to vacate the Premises and enter in to a Tenancy Agreement for the said alternative accommodation.

4.6 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 (including suspending studies) to be a student at the College possession of the Premises may be recovered by the College under Ground 4 of Part 1 of Schedule 5 of the said Act.

4.7 In the event that the Residences are not ready for occupation at the commencement of the academic year 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.

5.0 College's Obligations

The College agrees with the Tenant as follows:

5.1 That 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 (save as otherwise expressly set out in the Tenancy Agreement to the contrary);

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- 5.2 To maintain and repair the structure of the Building including the window frames and window glass;
- 5.3 To maintain, repair, decorate and provide adequate heating and lighting to the Building Common Parts and the Flat/House Common Parts;
- 5.4 To maintain all Service Media serving the Flat/House, the Building Common Parts and the Flat/House Common Parts;
- 5.5 To provide an adequate supply of hot and cold water, heating and electrical power to the Flat/House;
- 5.6 To provide security facilities for the Building;
- 5.7 To provide and maintain equipment in the Building Common Parts and the Flat/House Common Parts;
- 6.0 **Alternative Accommodation**
- 6.1 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:**
 - 6.1.1 The Tenant is given reasonable notice; and
 - 6.1.2 The Tenant will occupy the alternative accommodation on the terms of the Tenancy Agreement.
- 7.0 **Termination**
- 7.1 In the event that the Rent is not paid within a period of 14 days from the date on which it is due, or if the Tenant has breached the terms of this Agreement, the College shall have the option to terminate this Agreement on giving to the Tenant 14 days' written notice of such termination and, 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, however, continue until time as the College re-lets the Room to an additional new tenant or, in the event that the College is unable to re-let the Room to an additional new tenant, for the duration of the Tenancy Period.
- 7.2 Without affecting the Tenant's obligations for payment of Rent, the College reserves the right to relocate existing tenants into vacated rooms if there are concerns for safe-guarding or well-being.
- 7.3 If the Tenant withdraws from his or her enrolled course or is asked to leave his or her course by the College, the Tenant must leave the accommodation within 3 days of formal notification of withdrawal/removal from course. There will be no entitlement to a refund of the fees paid for accommodation.
 - 7.3.1 If a Tenant leaves the Premises prior to the Tenancy End Date payment of any balance of 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

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serious change in personal circumstances (supporting documentation will be required).

- 7.4 Notwithstanding any other provision of this Agreement, the College shall have the right to immediately terminate this Agreement and the Occupancy 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.
- 7.5 Where Gross Misconduct is alleged which breaches the terms of this Agreement, the rules and regulations laid down in the Student Disciplinary 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.
- 7.6 In the event that (a) the Tenant seeks to terminate this Agreement before the end of the Occupancy Period, or (b) the College gives you a written notice terminating the Tenant's occupation of the Premises in accordance with either Conditions 7.1, 7.2 or 7.3 above, the Tenant's obligation to pay the Rent and any other sums due under this Agreement will nonetheless continue unless and until the College re-lets the Room on a permanent basis to a new tenant and you will be so liable, even if the Tenant is no longer in occupation of 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 to apply it towards offsetting any loss suffered as a result of the termination of this Agreement.
- 7.7 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 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.
- 7.8 The Tenant has the right to appeal against the decision of the College to terminate this Agreement or against any decision made by the College that the Tenant has breached the terms of this Agreement, the rules and regulations laid down in the College 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 Disciplinary Procedure.

8.0 COVID

We will continue to be guided by the Scottish Government's student accommodation rules.

9.0 Guarantee (if applicable)

- 9.1 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

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College is under no obligation to bring any claims against the Tenant before bringing any action against the Guarantor.

9.2 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 benefit 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.

9.2.1 We cannot normally count periods when you were in full-time education towards the period you supported yourself.

10.0 Severability

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.

11.0 Matrimonial/Family Homes

11.1 The Tenant hereby confirms that:

11.1.1 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"); and

11.1.2 At the date that the Tenancy Agreement is signed by the Tenant, 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.

11.2 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.

Tenancy Details

Contract Let Periods:

40 Week Contract – Further Education (FE), HNC and HND courses with a tenancy start date of 26 August 2023 and tenancy end date of 2 June 2024.

37 Week Contract – Degree courses with a tenancy start date of 26 August 2023 and a tenancy end date of 12 May 2024.

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 2023-2024 ('Home' & 'Rest of UK' Students):

No of Weeks	Total Cost		Weekly Cost		9 Monthly Instalments	
	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):

Once you accept your offer of a room in our Residences, you will receive an invoice for the full year amount. You can choose to pay the entire 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 20th August 2023.

This is followed by 8 further instalments due by the 10th of each month, from 10th October 2023 through to the final payment which is due by 10th May 2024.

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 2023-2024 (International/Overseas Students):

No of Weeks	Total Cost		Weekly Cost		2 Instalments	
	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):

Once you accept your offer of a room in our Residences, you will receive an invoice for the full year amount. You can choose to pay the entire 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 20th August 2023.

The second payment for semester two's rent is due by 10th January 2024.

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.

UHI Perth (Perth College) – Student Residences – Tenancy Agreement 2023-2024

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 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, and the witness's details entered below. A witness must not be a member of your immediate family.

Witness Full Name:

Relationship to Tenant:

Witness Address:

Witness Occupation:

Witness
Signature:

Date:

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

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

Witness Signature: This document must be witnessed, and the witness's details entered below.	
Witness Full Name:	
Witness Occupation:	
Witness Signature:	Date:

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 printable 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 request a copy which you can print off at home.