

Student Terms & Conditions
(CRM Scotland) for 22/23
for the letting of furnished residential accommodation to
Students at Peterson Hall Student Accommodation
25 Roseangle, Dundee DD1 4LS

Preamble

A The Landlord has agreed to grant and the Tenant has agreed to take a tenancy of the Flat/Room on the terms and for the consideration as set out in this Agreement.

1. Definitions and Interpretation of this Agreement

- 1.1. Clause headings do not affect the interpretation of this Agreement.
- 1.2. **Agreement** – When using the term “Agreement” in this document, it is intended to specifically make reference to this Agreement.

- 1.3. **Landlord** – The party named on page 1 of this Agreement and his or their successors as owner of the Dwelling.
- 1.4. **Tenancy** - The tenancy created by this Agreement for the let to the Tenant of the Flat/Room for the “Residential Period” specified on page 2 of this Agreement. Any reference to “Tenancy” refers to the tenancy created under the Tenancy Agreement.
- 1.5. **Management Company** – The Company named on page 1 of this Agreement, authorised and instructed to act on behalf of Owners in Common in connection with the management of, the Development and this Agreement. For the avoidance of doubt, supplies under this Agreement are made by the Landlord and not the Management Company. Any change in the Management Company, or Management Company’s details will be notified to the tenant at the time of the change.
- 1.6. **Communal/Shared Areas** –Those areas such as Lounge/s, Cinema Room/s, Gym, Game Room/s, Study Room, Laundry and any other such recreational facilities which are available to and intended for the use of all tenants within the Development of which the Dwelling forms part.
- 1.7. **Residential Period** – The Residential period expressed on page 2 of this Agreement during which the Tenant will reside in the Dwelling and for which they will be contractually required to pay the Rent (expressed on page 2).`
- 1.8. Under the terms of this Agreement, the **Rent** accrues weekly and in advance and will be payable by:
- (a) the payment by the Tenant of the Rent on or prior to the date of the Rent Instalments detailed on page 2 and clause 3 of this Agreement by the transfer of cleared funds to the account directed, and
 - (b) if the Tenancy continues beyond the Expiry Date thereafter weekly in advance by the transfer of cleared funds to the directed account.
- 1.9. **Emergency** – A gas leak, fire, flooding and/or any other such occurrence that, if not addressed immediately and upon discovery, it is likely to cause harm to individuals and/or serious damage to the Dwelling , and/or the Development of which the Dwelling forms part
- 1.10. **Shared Items** – Any contents within the Communal/Shared Areas which are available for the use of all residents and are supplied by the Landlord/ Management Company. By way of example ‘Shared Items’ within common spaces are items like soft seating, tables, chairs, television sets, gaming consoles, desktop terminals. The list provided in this section is for illustrative purposes and in no way is meant to be an exhaustive list.
- 1.11. **Room Item** –Any such item that is supplied by the Landlord/Management Company is made available for the exclusive use of the Tenant and is present within the Dwelling leased under this Agreement at the Commencement Date.
- 1.12. **Deposit** – A sum of money paid by the Tenant at the beginning of the Tenancy and held as a bond during the entire Residential Period as security for the Dwelling and the Tenant’s compliance with his/her obligations under this Agreement. The Deposit taken will not be held by the Management Company but lodged with the Landlord’s chosen deposit protection scheme. Details for the scheme can be found in section 5.4 of this Agreement.
- 1.13. **Guarantor** – An individual or an entity who agrees to be responsible for the compliance with any and all of the obligations created under this Agreement and imposed upon the Tenant, whether pecuniary or otherwise, should the Tenant fail to meet such obligations as set out on page 1 and clause 7 of this Agreement.
- 1.14. **Inventory** – A document issued by the Management Company (on behalf of the Landlord) to the Tenant, with a detailed listing of Room Items which are supplied for the exclusive use by the Tenant for the duration of the Residential Period.
- 1.15. **Dwelling** – The accommodation consisting of the Flat or the Room specified on Page 2 of this Agreement let to the Tenant under this Agreement for the Residential Period specified on page 2. Please note the following:
- (a) Accommodation shown on our website constitutes an invitation to treat and not an offer. A contract will only be formed once the booking process has been completed to the satisfaction of the Landlord/Management Company and relevant payments required under the Tenancy have been received by the same.

- (b) Each Dwelling is subject to a Tenancy Agreement. Where the Dwelling is part of a studio or multi-room apartment, this Agreement relates to the entire apartment as detailed under the term Dwelling within this Tenancy Agreement.
- 1.16. Development** – Means a single or a group of buildings, to include its surrounding grounds (if any), of which the Dwelling, let under this Agreement forms part.
- 1.17. Show Flat**– A model accommodation created for marketing purposes to illustrate what a dwelling could look like and is not intended to be a true representation of what the Dwelling on offer under this Agreement does and/or will look like.
- 1.18. University/College** – A higher education institution that the Tenant is attending for the purpose of completing undergraduate or post-graduate qualification.
- 1.19. Full Time Student** – An individual who is enrolled with a higher education institution (at the University/College) on a full-time (and not only a part-time) basis, for the purpose of completing undergraduate or post-graduate qualification.
- 1.20.** Any provision of this Agreement which is held by any competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of this Agreement and the remainder of such provision shall not be affected.
- 1.21.** The Tenant is jointly and severally liable with other occupiers of the Development for damage caused to any Communal/Shared Areas in the Development.
- 1.22.** A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.23.** Where the Tenant comprises more than one person, the obligations and liabilities of that party under this Agreement shall be joint and several obligations.

2. Grant of Tenancy & Inventory

- 2.1.** The Landlord lets the Dwelling to the Tenant for the agreed Residential Period and grants the right to use, in common with other tenants authorised by the Landlord, the ‘Shared Items,’ ‘/Communal/Shared Areas’ and other communal facilities within the Development.
- 2.2.** Upon moving into the Dwelling, the Tenant must check that the supplied Inventory is accurate and must sign and return it to the Management Company within seven (7) days of moving in. If the Inventory is not signed and returned within the timescale given, it will be deemed that the Tenant accepts the Inventory to be correct as supplied.
- 2.3.** The Tenant understands that any Show Flats viewed prior to entering into this Agreement, are an indication of the Dwellings provided within the Development and are not a true representation of all accommodation on offer in size, shape and in some cases, content. They are to be viewed as a guide only.
- 2.4.** Any accessories, equipment or decorations in the Show Flat are provided for display purposes only and are not included as standard in any Dwelling/Accommodation.
- 2.5.** The Landlord reserves 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 Dwelling.

3. Rent and Other Charges

- 3.1.** If the Tenant provides a bona fide (United Kingdom based) Guarantor and if a valid Guarantee is in place, the Rent will be payable in four (4) equal instalments as set out on page 1 of this Agreement
- 3.2.** If the Tenant cannot provide a bona fide (United Kingdom based) Guarantor the Rent will be payable in two (2) instalments as set out on page 2 of this Agreement
- 3.3.** In all cases the Rent is payable as follows:

- (a) The Tenant shall ensure that payment of the 1st Rent Instalment is made by the transfer of cleared funds to arrive in the account directed on the 1st Payment Day or provided a recurring card authority for the payment of the 2nd and if appropriate, the 3rd and 4th Rent Instalments which are also payable by the transfer of cleared funds on respectively the 2nd , and if appropriate, 3rd and 4th Payment Days
 - (b) Please note that if you fail to make payment of the due [first Instalment of] Rent by the due date, we will be entitled at our entire discretion to rescind this Agreement and remarket the Room for re-letting. This would mean that you would risk losing your accommodation if we are able to re-let the Room, and you would still remain liable to pay the rent for the Room during your tenancy for any period during which we are not able to re-let it.”
- 3.4. The Tenant shall not reduce any payment of Rent or Rent Instalment by making any deduction from it and/or by setting any sum off against it for any reason unless expressly authorised to do so by the Landlord and/or the Management Company. or as otherwise expressly permitted in terms of an order under Part 8 of The Anti-Social Behaviour (Scotland) Act 2004 or Chapter Four of Part 1 of The Housing (Scotland) Act 2006.
- 3.5. If a Tenant falls into an unauthorised arrears position, the Management Company reserves the right to withdraw any promotional benefits which may have been available at the time of booking a Dwelling, which could result in the full advertised rent at the start of the Tenancy becoming payable, as confirmed by the Management Company on behalf of the Landlord.
- 3.6. Unless otherwise agreed and the relevant documentation is included within this Agreement, the Tenant shall be responsible for obtaining and paying for any television licence required for any television set installed and used within the Dwelling, The Tenant shall be responsible for any television set brought into the Dwelling by the Tenant, including its maintenance, correct functioning and safety.
- 3.7. Electricity and gas consumption and use of water, sewerage and utility services by the Tenant, up to the value of £250.00, is included within the Rent. The Landlord and the Management Company reserve the right to recover from the Tenant any costs above that sum billed to the Landlord, or the Management Company by the gas or electricity supplier or water/ sewerage company.
- 3.8. Where repairs to the Dwelling and/or the Development are necessary following damage caused by the Tenant the Landlord and/or the Management Company reserve to right to recover any administration costs incurred by the Management Company or the Landlord in addition to the repair charges.
- 3.9. If any amendments as undernoted are requested by the Tenant to the Tenancy and this Agreement the Landlord and/or the Management Company reserve the right to recover the reasonable administrative and legal fees (currently estimated at £75.00) which they would not otherwise have incurred had the request not been made. :
 - (a) Cancellations;
 - (b) Dwelling moves;
 - (c) Changes to payment options;
 - (d) Changes to Guarantor details.
 - (e) Any other amendment of the terms of this Agreement which the Landlord is not bound by statute to accede to
- 3.10. The Landlord and/or the Management Company (as respects the Service Charges) will be entitled to terminate this Agreement at any time upon giving written notice to the Tenant without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of this Agreement by the Tenant.

- 3.11. The Tenant will remain liable for all payments due to the Landlord under this Agreement unless and until the Landlord and/or Management Company (as respects the Service Charges) terminates this Agreement in the manner specified above.

4. Cancellation Policy

- 4.1. The cancellation of a signed Tenancy Agreement is subject to the terms of our Cancellation Policy.
- 4.2. Full details of the Cancellation Policy for this Agreement are available on the Management Company's website at www.crm-students.com/.

5. The Deposit and the Tenancy Deposit Scheme

- 5.1. The Deposit is payable on the 1st Payment Day by the Tenant to the Management Company.
- 5.2. The Deposit is collected by the Management Company, on behalf of the Landlord, and lodged with the chosen approved Government Scheme within 30 working days of collection.
- 5.3. The Management Company will provide, within 14 days of the deposit being received, a copy of the prescribed information.
- 5.4. Details of the chosen Tenancy Deposit Protection Scheme are as follows:

[My deposits Scotland](#) which is a trading name of Tenancy Deposits (Scotland) Limited.

Address: Ground Floor, Kingmaker House, Station Road, New Barnet, Scotland, EN5 1NZ

Tel: 0845 634 5400

Email: info@mydepositscotland.co.uk

- 5.5. The service offered by [my deposits Scotland](#) is free of charge and neither the Tenant, the Landlord nor the Management Company are liable to pay any additional charges towards this service.
- 5.6. Any interest earned on the Deposit will be retained by [my deposits Scotland](#) and will be used to offset any administrative costs incurred for the Residential Period in which the Deposit is held.

6. Purpose of the Deposit

- 6.1. The Deposit has been taken as a security for the following purposes:
- (a) make good for any damage, or compensation for damage, to the Dwelling, its fixtures and fittings and/or for missing Room Items and/or Shared Items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and the condition of each and any such item at the commencement of the Tenancy;
 - (b) the reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under this Agreement, including those relating to the cleaning of the Dwelling or any damage caused to the Dwelling's fixtures and fittings;
 - (c) any unpaid accounts for the services referred to in clause 3.7;

- (d) any rent or other money due or payable by the Tenant under this Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy; and/or
- (e) paying for the Dwelling and/or any Communal/Shared Areas to be professionally cleaned if the Tenant is in breach of its obligations under clauses 10 and 11.

7. The Guarantor

- 7.1. The Guarantor provides an additional security to the Landlord that the Tenant shall pay the Rent and observe and perform the covenants of this Agreement.
- 7.2. The Guarantor covenants as a separate and independent primary obligation to indemnify the Landlord against any failure by the Tenant to pay the Rent and/or to observe or perform any of the covenants under this Agreement.
- 7.3. The liability of the Guarantor under clause 7.1 and 7.2 shall continue until the Tenant is released from the tenant covenants of this Agreement.
- 7.4. The liability of the Guarantor shall not be affected by:
 - (a) any time or indulgence granted by the Landlord or the Management Company to the Tenant;
 - (b) any delay or forbearance by the Landlord, or the Management Company in enforcing the payment of the Rent or the observance or performance of any of the tenant covenants of this Agreement or in making any demand in respect of them;
 - (c) the Landlord or the Management Company exercising any right or remedy against the Tenant for any failure to pay the Rent or to observe or perform the tenant covenants of this Agreement;
 - (d) the Landlord or the Management Company taking any action or refraining from taking any action in connection with the Deposit; and/or
 - (e) the Tenant dying or becoming incapable of managing their affairs.

8. Joint and Several Liability

- 8.1. If two or more people have signed this Agreement, they are jointly and severally liable for the terms and conditions of this Agreement. This means that each individual is fully responsible for making sure that all the conditions in this Agreement are adhered to, including (but not limited to) the payment of Rent.

9. Care of the accommodation

- 9.1. The Tenant will:
 - (a) not alter or damage the Room Items and will keep them in a clean and tidy condition;
 - (b) not damage or mark or change the decorative finish of the Dwelling or Communal/Shared Areas;
 - (c) jointly with the other occupiers keep the Communal/Shared Areas in a clean, tidy and hygienic condition;
 - (d) not alter, damage, litter or obstruct the use of the Communal/Shared Areas;
 - (e) not cause or permit any damage to any part of the Development;
 - (f) not remove any Room Items or Shared Items from the Dwelling;
 - (g) notify the Management Company of all repairs and/or maintenance work which the Tenant considers necessary to the Dwelling or the Development as soon as such repairs or maintenance work are apparent;
 - (h) not attempt to carry out any repairs or maintenance works to any part of the Development, including the Dwelling and any of the Shared Items;

- (i) not tamper or in any way adjust safety controls to any windows such as to override the safety mechanism which has the effect of enabling the window to open to a greater extent than the safety designed limits;
- (j) not bring any of the following items into the Dwelling without the written consent of the Management Company: upholstered furniture (such as sofas and arm chairs), heating equipment, or any electrical equipment which does not comply with all relevant British Standards;
- (k) not to mark or label any keys and to report the loss of them immediately to the Management Company;
- (l) take all reasonable steps to ensure that the Dwelling is kept secure from the intrusion of unauthorised persons (including shutting and locking windows and doors when the Tenant leaves);
- (m) comply with the published Internet Usage Policy as amended from time to time. The Landlord and the Management Company reserves the right to terminate such service without compensation for breach of that policy and/or continued rent arrears or other payments due or outstanding of over 21 days.

10. Proper conduct for communal living

10.1. The Tenant will:

- (a) use the Room and the Communal/Shared Areas for their own private residential purposes only;
- (b) not allow any other person to reside on any part of the Development;
- (c) not cause any noise which is audible outside of the room it is made in;
- (d) not cause any disturbance distress annoyance or damage to any other occupiers of the Development or their property;
- (e) in co-operation with the other occupiers of the Development, keep clean and tidy and clear of rubbish the parts of the Building which the Tenant is entitled to use solely or in common with others and will pay to the Landlord/Management Company on demand any additional cost for cleaning or clearing of such areas arising from breach of this obligation by the Tenant or their visitors or will pay a proportionate share as determined by the Landlord or the Management Company (as directed);
- (f) not tamper with misuse or damage any equipment or other things in the Development which are provided by the Landlord in the interests of health and safety of persons in the Development (including but not limited to fire fighting equipment and fire doors);
- (g) pay on written demand the sum as required by the relevant emergency service to cover any costs incurred by the Landlord or the Management Company if the Tenant sets off a fire alarm without due cause (even if accidentally) resulting in the attendance of the emergency fire services or the evacuation of any buildings;
- (h) not prepare or cook food anywhere other than in the kitchen in the Dwelling and not keep or use deep fat frying equipment anywhere on the Development;
- (i) not keep or use candles or any open flame, lighting or heating equipment anywhere in the Dwelling;
- (j) comply with any reasonable written regulations issued from time to time by the Management Company in connection with the use of the Communal/Shared Areas and/or Shared Items and conduct in the Communal areas of the Development generally;
- (k) not affix any notice poster or similar article anywhere in the Development except on the notice boards (if any) provided making good any damage caused or paying the Landlord's or the Management Company's reasonable costs for failure to comply;

- (l) comply with all relevant legislation and other legal requirements in connection with the Tenant's use and occupation of the Dwelling and general conduct in the Development;
- (m) not sub-let or assign the whole, or any part, of Dwelling or any of the Tenant's rights under this Agreement nor part with possession or share occupation of the Room;
- (n) use best endeavours to ensure that the Tenant's visitors comply with clauses 9 and 10 of this Agreement headed "care of the accommodation" and "proper conduct for communal living";
- (o) attend a fire training session arranged by the Management Company;
- (p) not smoke in the Development other than in the outside designated smoking areas;
- (q) not bring onto or allow to be stored or kept or used within the Dwelling and/or the Development and to report to the Landlord or any of its staff the presence of any:
 - (i) animals or pets of any description;
 - (ii) liquid or gaseous fuel, noxious or explosive substance or gas, paraffin or gas heater, cookers, candles or other naked flame devises or consumables;
 - (iii) illegal drugs or substances whether for the Tenant's own use or otherwise unless prescribed by a bona fide medical practitioner; and
 - (iv) weapons or imitation weapons of any form.
- (r) not commit any form of harassment on the grounds of race, religion, sex or disability or any other act which may become a nuisance or annoyance, or cause offence to any other occupiers or visitor, or to any owner or occupier of any neighbouring property;
- (s) not to alter or add to the Dwelling and/or the Development nor to re-decorate the whole or any part of it or the interior, nor to allow anyone else to do so;
- (t) not to use the Dwelling and/or the Development or any part of it, nor allow anyone else to do so, for any activity which is dangerous, offensive, noisome (including the playing of loud music at any time) illegal or immoral or which are or may become a nuisance or annoyance to the Landlord or the occupiers of the Dwelling and/or the Development or any neighbouring property;
- (u) not run a trade or business from the Dwelling and/or the Development;
- (v) not act or fail to act in a way which will or may result in any policy of insurance in respect of the Development becoming void or voidable or whereby the premium or excess therefore and therein may be increased;
- (w) not install any wireless or television pole aerial satellite dish or apparatus on the Development;
- (x) not use, threaten, harass or commit any violence against any other occupier, bona fide visitor, the Management Company or the Landlord or any of the Landlord's staff or agents;
- (y) not expose or allow to be hung any laundry washing or other items so as to be visible from outside the Dwelling and/or the Development and not to dry clothes on any storage or electrical convector or fan heaters;
- (z) not store bicycles in the Dwelling or any access ways or staircases but instead will store any bicycle in the designated bicycles storage areas. In the event that the Landlord or the Management Company (as directed) is required to remove any bicycle stored in breach of this clause the Tenant shall pay to the Landlord on demand £25 (inc. vat) before the release of the bicycle to the Tenant.

11. Access by the Landlord

- 11.1.** The Tenant shall permit entry into the Dwelling by the Landlord, its Management Company and/or any authorised third party contractors, upon prior written notice of no less than 48 hours in order to carry out the following:
- (a) any maintenance as is necessary to preserve the value and the good state of repair of the Development;
 - (b) to comply with any repairs obligations owed to the Tenant pursuant to the Landlord's and the Management Company's responsibilities under this Agreement and/or by statute and/or for any other reasonable purpose in connection with the management of the Development;
 - (c) to carry out regular checks in order to assess whether the Dwelling and its contents, the Shared Items and/or Room Items, are in a good state of repair and promptly address any maintenance issues that may arise as a result of the inspection;
 - (d) to carry out annual safety inspections such as renewal of gas and/or electricity certifications (as applicable) and/or test any appliances owned by the Landlord and supplied with the Dwelling;
- 11.2.** **In the event of an emergency the Landlord/Management Company reserve the right to enter the Dwelling at any time and without serving prior notice.** in order to ensure the safety of the Tenant and any other residents within the Development and its vicinity and for the safeguard of the Development itself. For the definition of emergency please see clause 1.9..

12. At the end of this Agreement

- 12.1.** At the end of this Agreement, the Tenant is required to carry out the following:
- (a) attend a **check out inspection** with the Management Company's site team;
 - (b) remove any personal belongings and leave the Dwelling in the same clean and tidy condition as it was when handed over at the beginning of the Tenancy;
 - (c) jointly and severally with the other occupiers ensure that the Communal/Shared Areas and Shared Items are left in the same clean state and condition as they were in at the beginning of the Residential Period;
 - (d) ensure that any Room Items and/or Shared Items are left in the Dwelling when leaving;
 - (e) surrender all access key(s) and/or fob(s) for the Dwelling and the Development (as applicable) to the Management Company. Any key(s)/fob(s) not returned at the end of the Tenancy are subject to an administrative charge for its/their replacement;
 - (f) confirm to the Management Company the correct address and/or bank details to which the Deposit (net of any deductions as applicable and made in accordance with the terms of this Agreement) should be refunded. If the Management Company is not provided with such confirmation, within five (5) working days from the end of the Tenancy, the Deposit (in part or in full) will be returned by cheque to the Tenant's home address expressed on page one (1) of this Agreement.
- 12.2.** The Tenant should arrange with the Management Company, a suitable time to complete a 'Check Out' inspection where damages or any other charges that may be deductible from the Deposit, can be assessed, discussed and agreed.
- 12.3.** There is no legal obligation upon the Tenant to attend a Check Out inspection; however it is a recommended best practice by the Management Company for all parties to be present, so as to reduce any potential delays in the release of the Deposit, whether in part or in full.
- 12.4.** If the Tenant signs and agrees with the Check Out inspection and any charges that may be deductible, the Management Company will contact [mydeposits Scotland](#) within 10 days from the end of the Tenancy, with instructions to release the Deposit net of any applicable charges, back to the Tenant.

- 12.5. The Management Company, acting on behalf of the Landlord, reserves the right to initiate a claim through [my deposits Scotland](#) for such a portion of the Deposit as it may be reasonably necessary to remedy any damages as per listing in clause 6.1 (a-e) should the Tenant disagree with the Check Out inspection.
- 12.6. In the event of a Deposit related dispute, The Tenant should contact [my deposits Scotland](#) directly within 30 days from the end of the Tenancy.
- 12.7. The statutory rights of the Landlord, the Management Company and the Tenant to take legal action through the courts remain unaffected by this clause 12

13. Expenses related to breaches of this Agreement or recovering possession

- 13.1. If the Tenant breaches this Agreement or fails to fulfil any of its obligations, he or she shall be liable to pay, within seven (7) days of presenting a written demand, any reasonable costs incurred by the Landlord/Management Company in remedying such breaches or in connection with the enforcement of those obligations.
- 13.2. The Tenant shall also be liable for any reasonable costs incurred by the Landlord and/or the Management Company in connection with:
 - (a) collecting or attempting to collect any sums that are due and fallen into arrears;
 - (b) removing the Tenant after expiration of the Agreement if he or she is still occupying the Dwelling unauthorised and;
 - (c) any losses/expenses incurred in accordance with the Management Company's published 'schedule of anticipated charges.' Details of such charges are attached to this Agreement as an Appendix.

14. Ending the tenancy

14.1. The Tenancy may be ended by:-

the Landlord or the Management Company (on behalf of the Landlord) serving on the Tenant a valid Notice to Quit not less than 40 days prior to and to take effect as at the end of the Residential Period or, where tacit relocation operates, at the end of any subsequent Residential Period.

or

the Tenant giving the Landlord or the Management Company (on behalf of the Landlord) one month's notice in writing to terminate the Tenancy at the end of the Residential Period or, where tacit operates, at the end of any subsequent Residential Period.

- 14.2. Without prejudice to the foregoing sub clause and the terms of clause 15 of this Agreement, this Tenancy may also be terminated by the Landlord at any time serving Notice to Quit on the Tenant on a period of notice of not less than 40 days on one or more of the following grounds:-

Ground 1

- (i) at any time before the beginning of the tenancy, the Landlord who is seeking possession or, in the case of joint Landlords seeking possession, at least one of them occupied the house as his only or principal home; or
- (ii) the Landlord who is seeking possession or, in the case of joint Landlords seeking possession, at least one of them requires the house as his or his spouse's only or principal home, and neither the Landlord (or, in the case of joint Landlords, any one of them) nor any other person who, as Landlord, derived title from the

Landlord who gave the notice mentioned above acquired the Landlord's interest in the tenancy for value.

Ground 2

The Dwelling/Development is subject to a heritable security granted before the creation of the tenancy and as a result of a default by the debtor the creditor is entitled to sell the Dwelling/Development and requires it for the purpose of disposing of it with vacant possession in exercise of that entitlement

Ground 3

- (a) The Dwelling is let under a tenancy for a specified period not exceeding eight months and-
- (i) not later than the date of commencement of the tenancy the Landlord (or, where there are joint Landlords, any of them) gave notice in writing to the Tenant that possession might be recovered under this Ground; and
 - (ii) the Dwelling was, at some time within the period of 12 months ending on that date, occupied under a right to occupy it for a holiday; and for the purposes of this Ground a tenancy shall be treated as being for a specified period-not exceeding eight months, if it is determinable at the option of the Landlord (other than in the event of an irritancy being incurred) before the expiration of eight months from the commencement of the period of the tenancy; and
 - (iii) exceeding eight months, if it confers on the Tenant an option for renewal of the tenancy for a period which, together with the original period, exceeds eight months, and it is not determinable as mentioned in paragraph (I) above.

Ground 4

- (a) Where the house is let under a tenancy for a specified period not exceeding 12 months and-
- (i) not later than the date of commencement of the tenancy the Landlord (or, where there are joint Landlords, any of them) gave notice in writing to the Tenant that possession might be recovered on this Ground; and
 - (ii) at some time within the period of 12 months ending on that date the house was subject to such a tenancy as is referred to in paragraph 7(1) of Schedule 4 Housing (Scotland) Act 1988 to this Act; and for the purposes of this Ground a tenancy shall be treated as being for a specified period-
 - (a) not exceeding 12 months, if it is determinable at the option of the Landlord (other than in the event of an irritancy being incurred) before the expiration of 12 months from the commencement of the period of the tenancy; and
 - (b) exceeding 12 months, if it confers on the Tenant an option for renewal of the tenancy for a period which, together with the original period, exceeds 12 months, and it is

not determinable as mentioned in paragraph
(a) above.

Ground 5

- (a) The Dwelling is held for the purpose of being available for occupation by a minister or a full-time lay missionary of any religious denomination as a residence from which to perform the duties of his office and-
- (i) not later than the beginning of the tenancy the Landlord (or, where there are joint Landlords, any of them) gave notice in writing to the Tenant that possession might be recovered on this ground; and
 - (ii) the sheriff is satisfied that the house is required for occupation by such a minister or missionary as such a residence.

Ground 6

The Tenant is in arrears of rent.

Ground 7

Suitable alternative accommodation is available for the Tenant or will be available for him when the order for possession takes effect.

Ground 8

The following conditions are fulfilled-

- (i) the Tenant has given a notice to quit which has expired; and
- (ii) the Tenant has remained in possession of the whole or any part of the house; and
- (iii) proceedings for the recovery of possession have been begun not more than six months after the expiry of the notice to quit; and
- (iv) the Tenant is not entitled to possession of the house by virtue of a new tenancy.

Ground 9

Any obligation of the tenancy (other than one related to the payment of rent) has been broken or not performed.

Ground 10

The condition of the Dwelling or of any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the Tenant or any one of joint Tenants or any person residing or lodging with him or any sub-tenant of his; and, in the case of acts of waste by, or the neglect or default of, a person lodging with a Tenant or a sub-tenant of his, the Tenant has not, before the making of the order in question, taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant. In this Ground, "the common parts" means any part of a building containing the house and any other premises, which the Tenant is entitled under the terms of the tenancy to use in common with the occupiers of other houses.

Ground 11

The Tenant, a person residing or lodging in the house with the Tenant or a person visiting the house has-

- (i) been convicted of-
 - (a) using or allowing the house to be used for immoral or illegal purposes; or
 - (b) an offence punishable by imprisonment committed in, or in the locality of, the house; or
- (ii) acted in an antisocial manner in relation to a person residing, visiting or otherwise engaging in lawful activity in the locality; or
- (iii) pursued a course of antisocial conduct in relation to such a person as is mentioned in head (ii) above.

In this Ground "antisocial", in relation to an action or course of conduct, means causing or likely to cause alarm, distress, nuisance or annoyance, "conduct" includes speech and a course of conduct must involve conduct on at least two occasions and "Tenant" includes any one of joint Tenants."

Ground 12

The condition of any furniture provided for use under the tenancy has deteriorated owing to ill-treatment by the Tenant or any other person residing or lodging with him in the house and, in the case of ill-treatment by a person lodging with the Tenant or by a sub-tenant of his, the Tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

Ground 13

The house was let to the Tenant in consequence of his employment by the Landlord seeking possession or a previous Landlord under the tenancy and the Tenant has ceased to be in that employment."

15. Irritancy

Where the tenant:-

- 15.1.** assigns or otherwise parts with possession of the Dwelling; or
- 15.2.** ceases to be a Full Time Student; or
- 15.3** is in breach of any other clause of this Agreement.

the Landlord shall be entitled to terminate this Tenancy forthwith, and to recover possession of the Dwelling but that without prejudice to the Landlord's right to recover all arrears of Rent then due by the Tenant and also without prejudice to any other remedies competent to the Landlord.

16. Tenant indemnity

- 16.1.** The Tenant must acquire Contents Insurance to protect any personal belongings, such as electronic equipment, tv sets, jewellery and any other item that can be considered valuable, and that are held in the Dwelling;
- 16.2.** The Tenant hereby states that they are, or will be at the commencement of the Residential Period, a Full Time Student registered with the University/College stated on page one (1) of this Agreement.
- 16.3.** Should the Tenant, for whatever reason, lose the Full Time Student status, he or she shall be obliged to:
- (a)** notify the Landlord/Management Company within seven (7) days of such change of status;
 - (b)** remain liable to indemnify the Landlord and the Management Company for any Council Tax that is applicable on the Dwelling;
 - (c)** where the Dwelling is part of a shared accommodation such as a flat or a house, pay the Council Tax applicable on the entire abode; and either
 - (d)** vacate the Dwelling as soon as it is reasonably possible and within seven (7) days immediately following the change of status; or
 - (e)** retain the use of his Dwelling until this Agreement comes to an end.
- 16.4.** The Tenant shall remain, at all times, liable for all of its obligations under this Agreement which have not been performed, including the payment of Rent.

17. Landlord's obligations

- 17.1.** The Landlord undertakes to:
- (a)** allow the Tenant to quietly possess and enjoy the Dwelling without unnecessary or unwarranted interference;
 - (b)** keep in repair the structure and exterior of the Dwelling and the Development;
 - (c)** keep in repair and in proper working order, any installations in the Dwelling and the Development for:
 - (i)** the supply of water, gas and electricity (as applicable);
 - (ii)** sanitation (for example basins, sinks, baths, showers, toilets);
 - (iii)** hot water heating;
 - (iv)** space heating (for example central heating) including fireplaces, flues and chimneys (as applicable);

Installations include those which the Landlord owns or leases which directly or indirectly serve the Dwelling.

- 17.2.** The Landlord shall not be responsible for repair of any fixtures and fittings that belong to the Tenant, which make use of gas, electricity and/or water.
- 17.3.** The Landlord shall not be responsible for the repair or maintenance of any equipment belonging to and/or installed by the Tenant and which the latter would be entitled to remove from the Dwelling at the end of the tenancy unless a previous written agreement is in place and attached to this document.
- 17.4.** If the Dwelling is served by a communal television or communications aerial, the Landlord will take reasonable steps to repair any defect within a reasonable period.

- 17.5.** Where repairs or maintenance have to be done, the Landlord will make reasonable efforts to minimise disruption to the Tenant;
- 17.6.** The Landlord will take all reasonable steps, together with any other joint owners of the water supply installations, to comply with the following obligations namely:-
- (a)** all storage cisterns will be properly installed having regard to the need for prevention of waste and contamination and insulation against frost;
 - (b)** the stopcocks and servicing valves will be placed so that they can be readily examined, maintained and operated with reasonable practicability;
 - (c)** the water pipes, both inside and outside the house, will be effectively protected against freezing and damage from other causes;
 - (d)** the Landlord will inspect the installations for the storage and supply of water for which he is responsible for during the Agreement.
- 17.7.** The Landlord will ensure that the Dwelling meets the Repairing Standard (as defined by the Housing (Scotland) act 2006) (a) at the start of the Tenancy and (b) at all times for the duration of the Tenancy. The duty referred to at clause (b) of this clause applies only where the Tenant notifies the Landlord or the Landlord otherwise becomes aware that work requires to be carried out for the purposes of complying with it. In order to enable the Landlord to comply with this duty the Tenant must inform the Landlord of work required and/or allow the Landlord to determine if any repair is needed by permitting inspection visits.
- (a)** The Repairing Standard does not cover work for which the Tenant is responsible, due to a duty to take reasonable care of the Dwelling; nor does it cover for the repair and/or maintenance of any items that are the Tenant's property.
 - (b)** If the Landlord fails to ensure that the Dwelling meets the Repairing Standard during the Tenancy, the Tenant should bring the matter to the attention of the Landlord and/or the Management Company in the first instance. If a solution has not been reached to the satisfaction of the Tenant, he or she has the right to refer the matter to a Private Rented Housing Panel (PRHP) or to a Private Rented Housing Committee (PRHC) for further consideration. The PRHC in particular, carries such powers to require a Landlord to carry out work necessary to meet the Repairing Standard and/or comply with the Furniture and Furnishings (Fire Safety) Regulations 1988 as and if necessary.
- 17.8.** At the beginning of the Residential Period the Landlord will equip the Room with the Room Items and the Communal/Shared Areas with the Shared Items.
- 17.9.** The Landlord will carry out necessary repairs due to fire, flood or Act of God, within a reasonable time or offer equivalent rehousing as soon as it is reasonably possible and will provide temporary accommodation if the Dwelling becomes uninhabitable.

18. The Tenants hereby acknowledge that they have been served notice that the Premises are subject to a heritable security (a mortgage) granted before the creation of this Lease and that recovery of possession might be sought in the event of default in payment of sums due to the heritable creditor under such security.

19. Data Protection

- 19.1.** The Landlord and the Management Company from time to time shall gather, share and use information provided by the Tenant or obtained from other sources (e.g. reading meters at the subject) for the purpose of managing this Agreement. In addition to storing and using this information for their own purposes, the Landlord or the Management Company will disclose the Tenant's identity, the period of the Tenant's occupation of the subjects and the Tenants forwarding address(es) to relevant utility suppliers and any local authority upon request. The Tenant/s, by their execution hereof, consent to the Landlord and/or the Management Company processing their personal data in this manner for the purpose of the Data Protection Act 1998. The Tenants agree to provide the Landlord or the Management Company with his/her/their forwarding address at termination of this lease;
- 19.2** Information about how the Management Company process and protect personal information that they hold about the Tenant, such as name, address, date of birth and details of University and including if applicable any special categories of data (formally called sensitive personal data) such as medical information, is set out in the Privacy Policy on the Managements Company's website www.crm-students.com
- 19.3** The Privacy Policy (together with the Management's terms of use at www.crm-students.com and any other documents referred to on it) sets out the basis on which any personal data the Management Company collects from the Tenant, or that the Tenant provides to them, will be processed by them. The Tenant is required to read the Privacy Policy carefully to understand practices regarding their personal data and how the Management Company will treat it.

20. Notices

- 20.1.** Any notice to the Landlord or to the Management Company sent under or in connection with this Agreement shall be deemed to have been properly served if:
- (a)** sent by first class post or left at the Management Company's address given on the first page of this Agreement (or any alternative address provided to the Tenant in writing from time to time); or;
 - (b)** sent to the Management Company's fax number or e-mail address stated on the first page of this Agreement (or any alternative fax or email address provided to the Tenant from time to time).
- 20.2.** Any notice sent to the Tenant under or in connection with this Agreement shall be deemed to have been properly served if:
- (a)** sent by first class post or left at the Tenant's address stated on the first page of this Agreement; or;
 - (b)** sent to the Tenant's e-mail address stated on the first page of this Agreement.
- 20.3.** Any notice sent by first class post shall be deemed to have been received the day after it was sent.

21. Declarations

The Tenant in signing this Agreement confirms:-

- (i)** that he/she has made full and true disclosure of all information sought by the Landlord and the Management Company in connection with the granting of this Agreement; and
- (ii)** that he/she has not knowingly or carelessly made any false or misleading statements (whether written or oral) which might affect the Landlord's decision to grant the Tenancy.

22. Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter will be governed by and construed in accordance with the law of Scotland.

- 23** This Agreement consisting of this and the preceding [] pages and the Appendix are subscribed by the parties as follows:

You should read this Agreement and make sure you understand it before you sign it. If you are not sure about anything in this Agreement, you should consider getting independent advice from a solicitor, citizens' advice bureau or legal advice centre. This Agreement is a legally binding document. By signing it you are entering into an enforceable contract with the Landlord and will be bound by the terms of this Agreement for the whole of “the Residential Period” (as defined above) and will not be released from your obligations (for example to pay Rent) until the expiry of this Agreement.

Appendix

Schedule of anticipated charges

The following are indicative of the costs based on the Management Company's past experience likely to be incurred for damage/cleaning of items/areas should need arise. Charges shown are inclusive of VAT & labour and costs are approximate and will vary depending on the requirement identified at any particular time and/or during the check-out process at the end of the Tenancy. Any charges made will not include any costs attributable to fair wear and tear to the Dwelling, the Development, the Room Items or re-decoration resulting simply because the Dwelling has been occupied by the Tenant.

Item	Added notes	£
Redecorate bedroom		£225.00
Redecorate kitchen		£100.00
Redecorate corridor		£200.00
Replace mattress	¾	£85.00
Replace/repair bed	¾	£350.00
Replace/repair wardrobe		£350.00
Replace Bedroom Mirror		£70.00
Replace curtains		£100.00
Replace carpet		£450.00
Replace door lock		£100.00
Replace bedside cabinet		£100.00
Replace chest of drawers		£80.00
Replace corridor carpet		£450.00

Replace leather sofa or leather tub chair	£225.00
Replace kitchen vinyl	£500.00
Replace kitchen blind	£95.00
Replace microwave	£150.00
Replace kitchen Bin	£80.00
Replace vacuum cleaner	£100.00
Replace cooker Hob/Oven	£150.00/£150.00
Replace kitchen table	£300.00
Replace chair	£100.00
Replace kitchen worktop	£250.00
Replace fridge freezer	£300.00
Replace Washing Machine	£350
Replace fire blanket	£25.00
Replace fire extinguisher	£45.00
Replacement keys	£30.00
Replacement fob	£25.00
Replace pin board	£45.00

Replace book shelves	£150.00
Replace desk top	£100.00
Replace cubicle / side panel	£170.00/£110.00
Replace bathroom mirror	£25.00
Replace toiletry shelf	£25.00
Replace shower tray	£250.00
Replace toilet seat	£25.00
Replace bedroom door	£320.00
Clean corridor carpet	£40.00
Clean bedroom carpet	£45.00
	If required
End of tenancy – bedroom professional cleaning	£30.00
	If required
End of tenancy – en-suite professional cleaning	£30.00
	If required
End of tenancy – kitchen cleaning	£50.00
	If required – per 50 lt. sac
End of tenancy – tenant waste removal (studio)	£10.00