



TERMS AND CONDITIONS

FOR RESIDENCE IN

BORDERS COLLEGE

MANAGED ACCOMMODATION

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Landlords: - The Board of Management of Borders College, a charitable body registered in Scotland with registered number SCO21180, established under the Further and Higher Education (Scotland) Act 1992 and having its principal office at Scottish Borders Campus, Nether Road, Galashiels TD1 2HE.

Please note that once accepted the Contract with the Landlords is legally binding and the Tenant will be held liable for the full period of this Contract.

1. PERIOD OF OCCUPATION

The Contract will be for the period from the Date of Entry until the Date of Expiry but that without prejudice to the rights of either party in respect of any antecedent breach of the contract.

2. ACCOMMODATION CHARGES

An invoice for the full year's fee will be issued on acceptance of the offer of accommodation. The fee can be paid in one of the following ways:

- in full in advance of the Date of Entry
- in ten monthly instalments, with the first instalment due on receipt of the invoice and subsequent instalments due by 21st monthly thereafter (e.g. payment for period 21st September to 20th October due before 21st September)
- payments can be made by bank standing order direct into the College's bank account (bank details are printed on our invoice) or by debit/credit card (card information must be provided to the College's Finance Department prior to the first payment date)

Where the fee is not paid in full in advance, monthly statements will be issued to confirm the outstanding balance due to the College. If the Tenant fails to make payment of any instalment on the due date, and does not respond to communication from the College pursuing payment, their outstanding debt will be forwarded to a Debt Collection Company to pursue on our behalf. Registration with a Debt Collection Agency can affect your future credit rating.

3. DEPOSIT

3.1 Unless otherwise specified to the Tenant, a deposit of £250 is payable to Borders College, on behalf of the Landlords, when the offer of accommodation is accepted. If the deposit is not paid within seven days of acceptance of the offer of accommodation, the Landlords shall have the option of cancelling the Contract; in that event the Tenant will have no right to occupy the Property.

3.2 The deposit will be refunded in full at the end of the tenancy unless there are outstanding charges in respect of the Fee and/or damage to the Property. If the deposit is insufficient to meet the charges due at the end of the Contract and the Tenant remains in debt to the Landlords, an additional invoice will be raised and such sums shall be payable by the Tenant on demand.

3.3 If, for any reason, the Tenant withdraws from the College, they must advise the Landlords. If the Landlords are advised of the withdrawal before the start date of the tenancy, the Contract shall be terminated the deposit less a £50 administration charge will be refunded.

3.4 If the Tenant fails to take up occupancy of the accommodation within 7 days of the start date of the Contract the Contract shall be terminated and the Landlords shall be entitled to re-let the Property without recourse to the Tenant, the deposit shall not be returned and shall be retained by the Landlords.

4. DAMAGE

4.1 Tenants in College accommodation are individually responsible for the cost of reinstatement of any damage to their room and joint and severally liable with other tenants within the Building for the cost of any damage to shared areas including kitchens, corridors and stairwells to which they have access. Any damage to common areas shall be deemed to have been caused by all those tenants who have access to the common areas in question. In the absence of any conclusive evidence to the contrary, the cost of remedying any such damage shall be apportioned equally between all tenants who have use of these areas. The Tenant of the Property is responsible for their behaviour and that of their guests. They shall notify the Landlords promptly of any damage to or defect in the room/property and/or the contents of the Property.

5. TENANT'S OBLIGATIONS

The Tenant's obligations in respect of the use of their Property include the requirements:

- 5.1 To occupy the Property personally for residential purposes only and not to assign, charge, sub-let or part with possession or share occupation of the Property or any part of it without the prior written consent of the Landlords.
- 5.2 Not to carry on any profession, trade or business whatsoever in the Property or the Building.
- 5.3 Not to use the Property for any improper, immoral or illegal purpose nor in any way which, may in the opinion of the Landlords, create a nuisance, or cause damage or annoyance to the Landlords, to the tenants of the rest of the Building or any adjoining premises including (but not limited to) the following obligations:
 - 5.3.a Not to cause any noise that is audible outside the Property
 - 5.3.b Not to 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).
 - 5.3.c Not to harass, threaten or assault any tenant, guest, College or University personnel or any other person.
 - 5.3.d Not to keep or store in the property any gas/oil heater or other fuel burning appliance, including candles or any other naked flame.
- 5.4 Not to damage or leave in a dirty or untidy state any parts of the Property.
- 5.5 Not to alter or modify, decorate, add to or in any way interfere with the construction or arrangement of the Property.
- 5.6 Not to attach items to walls by means of blu-tac, sellotape or any other means; in Halls of Residence, drawing pins are also prohibited and any use of these will result in a surcharge being levied.
- 5.7 At the end of the tenancy period, to deliver to the Landlords the Property and its contents in accordance with the Tenant's obligations in this clause 5 and to clear the Tenant's own effects and to deliver the key(s) to the Landlords.
- 5.8 To ensure that any rubbish is either deposited in the receptacles provided for the purpose in the Property or for kerbside collection on the

- due day in accordance with the regulations for disposal of refuse at the Property.
- 5.9 Not to erect any external wireless or television aerial or satellite dish.
- 5.10 Not to keep any animal, bird, insect or reptile within the Property.
- 5.11 Not to block any means of official access or egress to the Property.
- 5.12 Not to obstruct exits, passageways, landings, staircases or other common areas in the Building.
- 5.13 Not to block local roadways and other vehicular access and to keep them and car parking spaces clear of unroadworthy and untaxed vehicles and other obstructions and not to park any van, lorry, heavy goods, public service, trade or commercial vehicles, caravan, boat or similar item on land belonging to the Landlords.
- 5.14 To allow the Landlords and those authorised by the Landlords upon reasonable notice (except in cases of emergency) to enter the Property to:
- 5.14.a Inspect its condition.
 - 5.14.b Carry out any necessary repairs or alterations to the Property.
 - 5.14.c Carry out serviced cleaning.
 - 5.14.d For the purposes of compliance of any legislation relating to multiple occupancy accommodation.
- 5.15 For bicycles not to be left in the Property, stairs, or shared areas of the Building as they represent a hazard in the event of a fire but to be stored in designated approved areas.
- 5.16 For games of any kind not to be allowed within the grounds; any damage caused by Tenant will result in a charge being made for making good the damage.
- 5.17 The use of personal kettles, irons, fridges and electric heaters is prohibited.
- 5.18 That the Tenant agrees to be bound by the strictures of discipline applicable to all students at Heriot-Watt University and Borders College.
- 5.19 The Tenant has no right of access to the roof of the Building and agrees that they will not access the roof under any circumstance.
- 5.20 Parties are allowed only with the permission of the Hall Warden.
- 5.21 To notify the Landlords immediately of the need for any repair to the Property or the Building.
- 5.22 The Tenant shall act responsibly in respect of the safety of other residents of the Building, particularly but not exclusively in questions of fire safety and shall not interfere with nor misuse nor abuse the fire safety equipment in the Building.
- 5.23 The Tenant shall accept and comply immediately with any measures, conditions and procedures required under statute or requested by the Landlords, so far as it, acting reasonably, considers to be necessary or desirable, in order to maintain the safety and security of the Property (including compliance with all Health & Safety legislation), including without prejudice to the foregoing generality, any requirement to vacate the Property for such time as the Landlords acting reasonably shall determine.
- 5.34 To report immediately to the Landlords any defects in or use of any fire extinguisher or fire blanket or smoke detector or door closers and not to misuse any fire safety equipment.

6. LANDLORD'S OBLIGATIONS

6.1 The Landlords agree to maintain the structure of the Building and the fixtures and fittings for the supply and use of hot and cold water, gas and electricity and to carry

out necessary repairs within a reasonable period of time after having been notified of the need to do so.

6.2 The Landlords agree they are responsible for ensuring that other fixtures, furnishings and equipment provided by the Landlords are safe and fit for purpose at the Date of Entry.

6.3 The Landlord bears no liability for loss of or damage to the personal property of the Tenant.

6.6 It is agreed that if the Property or any part thereof is unfit for use by fire or any defect or want of repair during the period of the tenancy, a just proportion of the charges will cease to be payable; this to be dependant on the extent of the damage sustained and the time that the area is unfit for use. This clause will not apply if the cause of the damage is in any way the result of actions taken by the Tenant; this to include any failure to notify the Landlords of repairs required.

6.7 On termination of the tenancy, to check the Property and assess any monies due from the deposit and advise the Tenant accordingly. The balance of the deposit is to be refunded no later than two months from the termination date of the lease.

6.8 Nothing contained in this Contract shall cause the Landlords to be responsible for repairing damage caused wilfully or negligently by the Tenant or a visitor to the property or by any other person for whom the Tenant is responsible at law. The Tenant shall be wholly responsible for, and the Landlords shall be entitled to recover from the Tenant the cost arising from any such works of repair which may be required as a consequence of such damage.

7. STANDARD OF PROPERTY

7.1 The Tenant accepts the Property and the fixtures and fittings and furniture set out in the inventory [provided at Date of Entry] has been handed over in a clean and tenable condition. The Tenant agrees to keep the Property and the fixtures and fittings and furniture in the same condition to the satisfaction of the Landlords. In the event of any items listed on the inventory being missing from the Property at the Date of Entry the Tenant must notify the Landlords within 5 days of the Date of Entry, failing which the Tenant shall be deemed to have accepted all items on the inventory.

7.2 It is agreed that the cost of any cleaning, repairs or replacements required to return the Property to a clean and tenable condition to the satisfaction of the Landlords will be charged to the Tenant.

7.3 The Tenant shall not abuse or misuse any of the Landlords' furniture, fixtures and fittings (including any equipment in the Property and the Building) and shall make good any damage to the furniture, fixtures and fittings, the Property and the Building (including the common areas) and the Landlords' fixtures and fittings caused by the Tenant or any visitor to the Property, and to pay any costs incurred by the Landlords carrying out such works in default on demand.

8. ALTERNATIVE ACCOMMODATION

8.1. The Landlords reserve the right during the tenancy period to move the Tenant temporarily to alternative accommodation either for the purpose of carrying out necessary repairs or in a public health or safety emergency.

9. TERMS OF TENANCY

9.1 The Tenant accepts that the Property is let to them for the full period of the Contract and that the tenant will be held liable for rent for the full period of the contract.

9.2 The tenant accepts that the Property is let to them as a consequence of their attendance at Borders College and it is agreed that they will be bound to give up the tenancy if they fail to become or cease to be fully registered as a student of Heriot-Watt University/Borders College.

9.3 In the event that the Tenant fails to become or ceases to be a fully registered student of Borders College, this Contract shall be deemed to be terminated, the Tenant shall immediately notify the Landlords and vacate the Property forthwith. This tenancy is granted in accordance with Paragraph (1) (Lettings to students) of Schedule 4 of the Housing (Scotland) Act 1988 and, in the event of the Tenant ceasing to be a student, possession of the Property may be recovered by the Landlords under Ground 4 of Schedule 5 of the said Act.

9.4 The Tenant agrees, when their tenancy in terms of the Contract comes to an end whether by natural expiry or prior termination thereof by the Landlords, to remove from the Property and leave it vacant in full compliance with their obligations in terms of this Contract without any legal warning or process of removal.

9.5 The Landlords shall be entitled to terminate this Contract before the tenancy would otherwise come to an end if the Tenant has failed to make payment of any sums due under the Contract within 30 days of the due date for payment or the Tenant is otherwise in breach of any obligations incumbent upon them under this Contract and to recover from the Tenant all loss or damages sustained in respect of any antecedent breach.

10. INFORMATION/DATA PROTECTION

10.1 In signing this Contract and taking entry to the Property under it, the Occupant: (i) accepts the Property as being in good and tenable condition as at the date of entry; (ii) confirms he/she has made a full and true disclosure of all information sought by the Landlord in connection with the granting of this Contract; (iii) confirms that he/she has not knowingly or carelessly made any false or misleading statement (whether written or oral) which would affect the Landlord's decision to grant the Contract; (iv) agrees to observe the terms of this Contract and to meet his/her responsibilities under it.

10.2 In this Clause 10 "Data" shall mean any personal data relating to the Tenant and/or sensitive personal data relating to the Tenant that (i) the Tenant provides, or has provided to the Landlord in relation to this Occupancy Agreement (including without limitation any such data submitted in an application form for this Occupancy Agreement, and (ii) relates to the Tenant's residence in the Building.

10.3 By signature hereof the Tenant hereby expressly consents to the Landlord transferring the Data, and/or allowing access to the Data, to any agent, sub-contractor or any third party to whom the Landlord has transferred/contracted responsibilities in respect of the Building and/or provisions of halls of residences ("the Permitted Transferees"). A list of the Permitted Transferees is available from the Landlord on request.

10.4 By its signature hereof the Tenant and each Permitted Transferee storing and processing the data for the following purposes:-

- (i) administering this Occupancy Agreement and providing services and facilities to the Tenant pursuant to this Occupancy Agreement.
- (ii) administering and maintaining the Building; and
- (iii) improving the services and facilities provided to the Occupant.

10.5 In storing and processing Data the College shall at all times comply with the UK Data Protection Law.

10.6 By law, the Tenant is entitled to receive a copy of information or data about the Tenant that is held by the Landlords. The Tenant may be charged a nominal fee for access to such information. Subject to any statutory, contractual or regulatory obligation on the Landlords prohibiting the Landlords from doing so, the Tenant is also entitled to require the rectification, erasure or blocking of any such information or data which is inaccurate or not up-to-date and held by the Landlords. The Tenant may also require that the Landlord cease to process any such information or data that is likely to cause the Tenant substantial damage or substantial distress. The Tenant shall be entitled to exercise these rights by sending a notice in writing to the Landlord's Data Protection Officer.

Student Accommodation Address:
Rose Court
Langlee
Galashiels
TD1 2LH.

USEFUL CONTACTS

Rose Court Warden – FOR OUT OF HOURS CONTACT ONLY:
Mr Hameed Abdrabbo, No. 16 Rose Court
Tel: 07769 962 541

Rose Court Janitor:
Mr Jimmy Stillie,
Tel: 07823 326 255 (Mon, Wed & Fri morning 8.00am - 1.00pm.)

Borders College
Student Welfare Advisor
Student Advise Centre
Scottish Borders Campus
Nether Road
Galashiels
TD1 2HE
Tel: 01896 662516
email: studentwelfare@borderscollege.ac.uk