

This is the Licence Agreement which accompanies the Accommodation Offer issued by the University of Dundee

The University of Dundee having its principle office at the Principal's Office, Perth Road, Dundee, DD1 4HN, a registered Scottish Charity (Charity Number SC015096).

LICENCE AGREEMENT between THE UNIVERSITY OF DUNDEE, Perth Road, Dundee, DD1 4HN ("the University") and You, the Student described in the foregoing Offer of Accommodation and your Acceptance of the Offer in relation thereto ("the Offer") undertaking a course of study at the University ("You"). The University hereby lets the Premises to You, for the Period of Licence at the Rent and on the Conditions following:-

1. **Definitions and Interpretation**
 - "the Advanced Payment" means the non-returnable booking fee/advanced rental payment of £300 due by You prior to the start of the Period of Licence, as appropriate and in accordance with the Offer;
 - "the Residences" means Belmont, Mount Pleasant, Dundee, Heathfield, Old Hawkhill, Dundee; Seabraes, Seabraes Court, Dundee; West Park, 319 Perth Road, Dundee as appropriate and as more particularly described in the Offer;
 - "the Period of Licence" means the period during which You are to occupy the Premises as detailed in the Offer;
 - "the Premises" means the single or double occupation room, as appropriate and as offered to you in terms of the Offer, forming part of the Residence together with the right to access and make use of, where appropriate and so far as necessary, the communal areas and kitchen, passageways, internal stairs, lounge, common passageways, stairwells, or annexes all within or around the Residence;
 - "the Rent" means the residence fees due by You as detailed in the Offer.

The University shall be entitled but not obliged in each case without requiring any consent from You to outsource, delegate or sub-contract any of its rights and obligations in terms of this Licence Agreement and Code of Conduct to any third party (such third party being referred to as "the Manager" and any such right or obligation so affected being referred to as "an outsourced matter") and accordingly any reference to the University or any University officer, official, or agent or employee in relation to any outsourced matter shall at the option of the University include reference to the Manager and any officer, official, agent or employee of the Manager.

2. **Use of the Premises**
 - 2.1 The Premises shall be used by You as a private dwellingroom for the purpose of single occupancy (or double occupancy in the case of a double occupation room) living accommodation during a period of full-time study by You and for no other purposes whatsoever unless with the prior written consent of the University.
 - 2.2 The Premises are let in accordance with Section 12(2) and Schedule 4 Paragraph 7 of the Housing (Scotland) Act 1988. You hereby agree to reside in the Premises in accordance with this Licence Agreement, the Code of Conduct and Discipline Ordinance 40, and any Rules detailed and drawn to Your attention by the University at the Premises. Behaviour which contravenes the Code of Conduct, Discipline Ordinance 40 or any such Rules may affect any future application made by You to reside in the University's accommodation and the University reserves the right to require You to relocate immediately to alternative accommodation should your behaviour at any time during the Period of Licence constitute a contravention.
3. **Rent**

You agree to pay the Rent to the University in accordance with the Offer.
4. **Insurance**
 - 4.1 The University shall arrange Personal Property Insurance for You in consequence of Your occupation of the Premises and the cost of such insurance is included in the Rent as per the Offer.
 - 4.2 You should read and consider the information detailing the insurance cover provided. You should consider arranging for additional or separate cover for any individual item(s). The University shall not be responsible or liable for any damage or loss to any of Your personal belongings.
5. **Outgoings**

You shall be responsible for:

 - 5.1 Payment of Council Tax and Water Rates applicable to the Premises ONLY in the event of You ceasing to have the status of a matriculated student at the University of Dundee and failing to vacate the Premises for the Period of the Licence.
 - 5.2 The Advanced Payment; This will be offset against the first rental payment as detailed in the Offer. The payment will not be returned to You if You fail to take up occupancy of the Premises or prematurely vacate the Premises (other than in accordance with Clause 8 hereof).

- 5.3 This Licence shall not come into effect until You have paid the Advanced Payment by the date specified in the Accommodation Offer. A late rental penalty of 3.5% of the residence fee if You fail to pay any instalment of Rent due by the due date.
- 5.4 Any charge made by the University for services which are additional to that provided in terms of the Offer and the Licence Agreement and provided at the discretion of the University such as, but not limited to, car parking and bicycle storage, administrative expenses caused by You and any Deposit for the loan of specific items. Where the University provides such additional services, the University shall not be responsible for any loss or damage to any item belonging to You.
- 5.5 Where appropriate all charges for telephone facilities including line and equipment rental, calls as recorded by meter, cost of reconnection and transfer of services which may arise in consequence of Your occupancy of the Premises.
- 5.6 Contribution to JCR Fund (Session 2011/12 - set at 4p per day and included in Residence Fees) The Residents Committee will use the Fund to provide social and educational resources but cannot spend on social facilities out with DUSA. A copy of the Constitution is available upon request from Dundee University Students Association.
6. Sub-Letting
You are prohibited from Assigning this Licence Agreement or Sub-Letting the Premises or any part of the Premises, without the written permission of the University.
7. Termination of Licence Agreement
- 7.1 The Licence shall not be terminated by either party prior to the expiry of the Period of Licence or for any other reason, except insofar as any of the following events occur, in which case the University shall be entitled to end the Licence Agreement, without paying any compensation to You, but without prejudice to any additional right of action or remedy of the University:-
- 7.1.1 non-payment of the Rent or any Outgoing after any of the days on which the same ought to be paid (whether demanded or not), in accordance with any agreement You have reached with the University for payment;
- 7.1.2 breach or non-performance of any of the obligations, conditions and agreements to be observed or performed by You in terms of this Licence Agreement;
- 7.1.3 If You cease to be a matriculated student at the University of Dundee;
- 7.1.4 If Your status as a matriculated student at the University of Dundee is in doubt for any reason;
- 7.1.5 If You are excluded from the Premises under the Discipline Ordinance 40 or other Disciplinary or other powers; or
- 7.1.6 If You fail to satisfy the conditions attached to an academic offer made to You by the University, to undertake a course of study;
- 7.1.7 The "Houses in Multiple Occupation" Licence allowing the University of Dundee to operate the accommodation is refused or rescinded by the relevant authority.
- 7.2 In the event of the Licence Agreement being terminated in accordance with Clause 7.1 above, You shall remain liable for all Rent and other payments or charges due had the Licence Agreement not been so terminated.
8. Rebates of Residence Fees
The only circumstances in which You will be entitled to a reduction in Rent are:
- 8.1 If the University is unable to satisfy all its duties and obligations in terms of the Licence Agreement in respect of the Premises and has been unable to provide alternative accommodation in terms of Clause 9.1.
9. Relocation
- 9.1 The University reserves the right to require You to move to alternative accommodation on management grounds, having where practicable given reasonable notice to You of the requirement to move or for disciplinary reasons, as outlined in Clause 2.2 above, where such notice will not be required.
- 9.2 In relation to a requirement to move in accordance with Clause 9.1 above, no compensation will be payable by the University and the University does not guarantee that the alternative accommodation will be of a standard similar to that of the Premises.
10. Responsibility for Damage
- 10.1 At the commencement of the Period of Licence, the University (or at the University's discretion the Manager) shall provide to You a detailed Inventory of moveable items ("the Inventory") within the Premises, which You are entitled to use during the Period of Licence.
- 10.2 You shall be responsible for ensuring the accuracy of and returning to the University a copy signed by You as correct, within 48 hours of taking occupancy.
- 10.3 You shall be responsible for the costs of repairing any breakage, damage or loss to the Premises and/or the Residence and/or the cost of replacement of any items missing from the Inventory and/or the Residence for which You or any of Your guests are responsible, at any point during the Period of the Licence.
- 10.4 In the event of breakage, damage to or loss in any area of the Residence which is communal to all tenants residing at the Residence or accessible to a limited number of students residing at the Residence or where facilities are shared with other tenants within the Residence, and responsibility for the damage or loss cannot be ascertained following reasonable investigation by the University (or at the

University's discretion the Manager), You shall be jointly responsible with all the tenants residing at the Residence or the number of tenants who have access to the limited area, or shared facility, as appropriate for the cost of repairing such breakage, damage or loss and/or the replacement of any items. The share payable by You will be calculated on the basis of the total of such costs divided by the total number of tenants within the Residence or the total number of tenants having access to the limited area or shared facility, as appropriate, and in the event of a dispute shall be determined by the Vice Principal of the University of Dundee.

10.5 The University (or at the University's discretion the Manager) reserves the right to recover any cost attributed to You in accordance with Clauses 10.3 and 10.4 above by invoicing You directly for the relevant sums.

11. Procedure on Termination

11.1 On expiry (or earlier termination) of the Licence Agreement, You shall return the keys to the Premises to the University (or at the University's discretion the Manager); leave the Premises and all communal areas in a clean and tidy condition; remove all personal items from the Premises; and leave a forwarding address with the University by 10:00 hours. Failure to comply with this Clause 11.1 will result in an additional charge.

11.2 The University and You hereby agree that on expiry or earlier termination of the Period of Licence, the Licence Agreement shall not be extended by Tacit Relocation.

12. Consent to Registration

The parties consent to this Licence Agreement being registered for preservation and execution and used at any time in the future as evidence of their Agreement.

The Accommodation Offer, Accommodation Acceptance Form, Licence Agreement and Code of Conduct shall at the date of conclusion thereof represent and express the full and complete agreement between the University and You relating to the Licence of the Subjects and shall supersede previous arrangements between the University and You (if any) relating thereto.

13. In accepting the terms of this Licence Agreement and taking entry to the unit under it, You: (1) accept the premises as being in good and tenantable condition as at the start of the Period of the Licence; (2) confirm that You have made a full and true disclosure of all information sought by the University in connection with the granting of this Licence Agreement; (3) confirm that You have not knowingly or carelessly made any false or misleading statement (whether written or oral) which would affect the University's decision to grant the Licence Agreement and (4) agree to observe the terms of this Licence Agreement and meet Your responsibilities under it.