

# Tenancy Agreement

Edinburgh Napier  
UNIVERSITY



## BETWEEN

The Court of Edinburgh Napier University, PER  
Edinburgh Napier University  
Property & Facilities  
Student Accommodation, 6 Bainfield Drive,  
Edinburgh EH11 1AR ("the Landlord"),

## AND

\_\_\_\_\_ "The Tenant"

whereby we, the Landlord, hereby offers to lease to the Tenant, the joint tenancy of

\_\_\_\_\_ "The Premises"

This is a \_\_\_\_\_ bed flat. The Landlord undertakes that the Tenancy Agreement which they enter into with the other tenants shall be in the same terms as this Tenancy Agreement.

### Period of Let:

From: \_\_\_\_\_ To: \_\_\_\_\_

Rent: £ \_\_\_\_\_ Total for Session (including £500 "the Advance Payment")

£ \_\_\_\_\_ Per Day Advance Payment: £500

Napier Number:

Tenant's Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### For Office Use Only [2024/2025]

Termination of Lease (State Reason) \_\_\_\_\_

Approved Date of Termination \_\_\_\_\_

Final Charge Details \_\_\_\_\_

Accommodation Officer \_\_\_\_\_ Date \_\_\_\_\_

Student Accommodation Manager \_\_\_\_\_ Date \_\_\_\_\_

Part 1 – Finance (White)

Part 2 – Finance (Yellow)

Part 3 – House File (Blue)

# Terms and Conditions

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In this contract:

“Accommodation” means the bedroom allocated to the Tenant in the Premises;

“Code of Conduct” means the Code of Conduct prepared by the Landlord, a copy of which is annexed and signed as part of this Tenancy Agreement;

“Occupiers” means the other persons permitted by the Landlord to live in the Premises with the Tenant. The Occupier must be an Edinburgh Napier University student studying full-time, NOT part-time;

“Premises” means the flat referred to on page 1 of this Tenancy Agreement of which the Accommodation forms part;

“Shared Accommodation” means a bedroom in the Premises shared by the Tenant and a Sharer as “Sharer” is defined in Clause 6 of this Tenancy Agreement;

“Tenancy Agreement” means the contract entered into between the Landlord and the Tenant to give the Tenant the right to occupy the Accommodation and the Premises;

## Rights Granted

1 (a) The Tenant must be an active Edinburgh Napier University full-time student.

(b) The Tenant shall be entitled to exclusive occupation of the Accommodation (subject to Clause 6 of this Tenancy Agreement) and, along with the Occupiers, shared occupation of the common areas of the Premises and to use the furniture and contents in the Accommodation and the Premises, all as listed on the inventory of contents to be signed by the Tenant, and that on the following terms and conditions namely:-

The Premises is a shared flat. Each Tenant will be solely responsible for their share of the Rent, but jointly and severally responsible with the Occupiers in the Premises to implement all other terms of this Tenancy Agreement.

If this Tenancy Agreement states that the type is a studio flat, the Tenant will be entitled to exclusive occupation of the Premises and will be solely responsible for payment of the Rent and all other obligations of this Tenancy Agreement.

If this Tenancy Agreement states that the bedroom type is “a shared bedroom”, the Tenant will share the Accommodation with another occupier allocated by the Landlord and the terms of Clause 6 of this Tenancy Agreement will apply.

## Rent

2 (a) The rent for the Accommodation will be as stated on page 1 of this Tenancy Agreement. The Landlord acknowledges the Tenant has paid the Advance Payment of FIVE HUNDRED POUNDS (£500) STERLING which will be credited to the Tenant’s rent account. Subsequent Rent payments must be paid by monthly instalments by recurring card payments. The subsequent monthly sums due will be shown on the rent schedule to be provided separately to the Tenant.

(b) The tenant will pay the Rent instalments on the due dates as advised by the Accommodation Office. If the Tenant’s Rent instalments account falls into arrears, the Landlord will be entitled to seek payment from the Tenant’s guarantor (being the person named as the Tenant’s guarantor on the Tenant’s application for accommodation) for all sums outstanding and due by the Tenant, which, for the avoidance of doubt, may include student misconduct & service charges due by the Tenant in addition to Rent. Where a Rent account is in arrears by two monthly instalments, the Landlord will be entitled to issue a notice to quit this Tenancy Agreement (“a Notice to Quit / NTQ”) requiring the Tenant to remove from the Accommodation and the Premises, giving the Tenant 28

days' notice to vacate the Premises. If the outstanding amount of Rent is paid, the Notice of Removal may, at the Landlord's sole discretion, be revoked.

- (c) If the tenant has agreed to a 39-week or 51-week tenancy and paid in full for the total duration before 05 September 2024 they are entitled to a 2% discount. If the tenant thereafter terminated tenancy prior to 03 January 2025 the student will be deducted the previously given 2% discount as per the rent schedule.

## Deposit

- 3 No deposit will be taken but the Tenant will be liable for the cost of cleaning and /or making good any damage identified by the Landlord at check of the Accommodation and the Premises which the Landlord will carry out at the termination of this Tenancy Agreement and any other outstanding charges. The Tenant will receive notification of any additional costs within 5 weeks of the termination of this Tenancy Agreement and the Tenant will be expected to make any payment due within 2 weeks of receiving confirmation from the Landlord.

## Fire Safety Equipment

- 4 Fire safety equipment must not be tampered with. If a Tenant misuses the equipment, it will be treated as a serious disciplinary offence and a breach by the Tenant of the terms of this Tenancy Agreement entitling the landlord to terminate this Tenancy Agreement and to require the Tenant to vacate the Premises. You must evacuate the building immediately and calmly on hearing a fire alarm. Please read the detailed fire evacuation notice on the back of your bedroom door and make sure you know where your evacuation assembly point is. Everyone must evacuate immediately and without exception when there is a fire alarm activation, and anyone found not evacuating will be subject to a conduct hearing and implementation of a fine. Failure to evacuate may put others at risk and impact the Scottish Fire & Rescue Service in the course of their duties when in attendance at the accommodation. The only exception is on the pre- advertised weekly tests. On the occasion of a scheduled evacuation, flats and bedrooms will be checked to ensure the Tenant and the Occupiers have complied with this requirement. The Tenant will not be given notice of the timing of these scheduled events. Failure to comply with fire evacuation procedures will result in disciplinary action and may be treated as a breach of the terms of this Tenancy Agreement.

## Use of the Premises and Prohibition on Assignment and Sub-letting

- 5 (a) The Premises are let as a private dwelling house for living accommodation only and for no other purpose. The Tenant shall not have the right to assign their interest in this Tenancy Agreement or sub-let the Premises or the Accommodation in whole or in part.
- (b) The use or possession of (a) illegal or prohibited drugs and substances, (b) the possession or use of a firearm or weapon of any type (regardless of whether or not the firearm or weapon is a legal weapon and/ or the Tenant holds a relevant firearms licence or certificate) and (c) sports and leisure equipment which may also constitute an offensive weapon (including and without limitation, archery equipment, fencing foils and ice axes) are strictly prohibited, in or in the vicinity of the Premises. Without prejudice to any other terms of the Tenancy Agreement, any breach by the Tenant of this condition shall be treated by the Landlord as a serious disciplinary offence entitling the Landlord to terminate this Tenancy Agreement without notice.
- (c) The Tenant shall not use or permit the Premises to be used for any offensive, noisy or noxious trade, business manufacture or occupation or any purpose which may be, or grow to be, a nuisance or annoyance or cause disturbance to the owners or occupiers of any adjoining or neighbouring properties. The Tenant shall not use or permit to be used the Premises for any sale by auction, exhibition or public meeting or entertainment. No professional notices, nameplates, satellite dishes or advertisements will be applied or exhibited in or on the Premises. The Tenant may not distribute flyers or other marketing materials within the Premises or any part of the communal stairwells, or the building or grounds of which the Premises forms part of. This include promoting any organisation or activity with which the Tenant may be personally involved or in the course of paid employment by a third party.

- (d) (i) No paraffin heaters will be used to heat the Premises, and Calor or other bottled gas heaters will not be used without the written permission of the Landlord. Traditional chip pans, deep-fat fryers, rice cookers, pressure cookers, slow cookers, candles, fairy lights, fireworks and any items using or requiring a naked flame are prohibited. Barbeques are not allowed inside, outside or in the car park areas of the developments of which the Premises forms part, unless approved, organised, and managed by the Landlord or its' appointed representative. Portable washing and drying machines are not permitted on the Premises.
- (ii) Nothing shall be done by the Tenant or permitted to be done by the Tenant, in the Premises, or the development of which the Premises forms part, nor shall anything be brought therein by the Tenant which increases the risk of fire or which would result in an increase in the premiums payable by the Landlord for cover for fire insurance for the Premises, or the development of which the Premises forms part, or the contents therein. The Tenant must not obstruct or interfere with the rights of other persons within the Premises, or the development of which the Premises form's part, or in any way cause injury to others or commit acts which conflict with policies of good management in relation to fire safety or cause additional risk under any insurance policy for the Premises or the development of which the Premises forms part. No stores of any combustible or offensive goods (including fireworks), provisions or materials shall be kept upon the Premises.

Without prejudice to anything else in this Tenancy Agreement, the Landlord reserves the right to recover from the Tenant all costs, losses, damages, and expenses incurred due to any breach by the Tenant of Clauses 5(d) (i) and (ii) of this Agreement.

- (e) The Tenant shall not cause disturbance to the Occupiers or neighbours by noise emission from sound equipment or by any other means. The Tenant shall keep the main doors to the Premises closed and locked at all times. You must not display anything likely to cause offence on windows, flat hallway chalk boards, or any ENU owned property. This includes, but is not limited to, flags, flyers, posters, stickers, etc. Student Accommodation may ask for flags to be removed from areas such as windows if deemed they may cause offence.
- (f) All windows are fitted with safety catches; these are designed to restrict aperture width for the safety of the Tenant and Occupiers. The Tenant is not permitted to open the windows beyond the restrictors at any time. Tenants must notify the Landlord if restrictors are found to be faulty.
- (g) It is essential that the extractor fans in WCs, shower rooms, and ensembles are kept switched on at all times as they are designed to come on (and go off) automatically and to keep such rooms free of condensation so mould does not develop.

In the event of a breach by the Tenant of any of the terms of this Tenancy Agreement, including the terms of the Code of Conduct in general and the terms of this clause 5 in particular, the Landlord will be entitled to issue a notice to terminate this Tenancy Agreement ("a Notice to Quit") requiring the Tenant to remove from the Accommodation and the Premises, giving the Tenant 28 days' notice to vacate the Premises from the date of the Notice to Quit.

## Shared Accommodation

- 6 This Clause 6 applies only where the Tenant has been allocated shared bedroom accommodation.

In this clause 6 references to:-

the "Shared Accommodation" means the shared bedroom allocated to the Tenant and the Sharer

"the Sharer" means the person allocated from time to time to share the Shared Accommodation with the Tenant

"the Sharers" means the Tenant and the Sharer in Shared Accommodation, the Sharers are jointly and severally liable for all Tenant's obligations in this Tenancy Agreement, other than payment of Rent.

- (a) If a Tenant has accepted Shared Accommodation, the Tenant and the Sharer allocated by the Accommodation Officer are the only parties authorised to occupy the Shared Accommodation.
- (b) If the Sharer leaves the Premises or the Tenant is given sole occupancy of the Shared Accommodation, the Landlord may:
  - i. Replace the Sharer at any time with another Tenant;
  - ii. Relocate the remaining Tenant;
  - iii. Increase the Rent under this Tenancy Agreement to the full single room rate for any period of sole occupancy by the Tenant (except for the first 7 days after the Sharer's departure, during which period the Rent will not be increased) if the remaining tenant refuses the new sharer or a relocation.

## Visitors and Guests

- 7 The Tenant will be responsible for the behaviour of any guests or visitors whilst such guests or visitors are in or on the Premises and associated common areas and facilities within the building of which the Premises forms part; and will be liable for the cost of making good any losses, breakages or damage to the Premises and associated common parts and facilities occasioned by such guests or visitors. Overnight guests are not permitted. Charges for losses, breakages and damage can be found within the "Student Misconduct & Schedule of Charges" (regularly updated and available for examination on request made to the Accommodation Officer)

## Electricity/Gas

- 8 The Rent shall be inclusive of energy including electricity and gas.

## Acceptance of Condition

- 9(a) The Tenant accepts the Accommodation and the Premises, and the furniture and contents as being clean and in good condition and repair, fit for purpose. The Tenant will keep the Accommodation, the Premises, the furniture, and contents clean to the satisfaction of the Landlord throughout the duration of this Tenancy Agreement and will leave same in good order at the termination of this Tenancy Agreement, fair wear and tear excepted. To comply with Fire and Safety Regulations, the Tenant must not bring additional pieces of domestic upholstered furniture into the Premises during the period of this Tenancy Agreement. It shall be the responsibility of the Tenant to notify the Landlord, as soon as reasonably practicable, of any defects or repairs becoming necessary in or to the Premises, their furnishings and equipment, of which the Tenant might reasonably be expected to be aware. In the event of the Tenant failing to notify the Landlord of such defects or necessary repairs, at the discretion of the Landlord, the Tenant may be held liable for the cost in whole or in part of such necessary repairs when discovered by the Landlord or their agents.
- (b) Where a Tenant brings portable electrical apparatus into the Premises, they must ensure that all such equipment is in a good and thorough state of repair and in proper and safe working order.
- (c) The Landlord will be entitled to request evidence from the Tenant that any portable electric appliances brought into the Premises by the Tenant are either less than one year old or failing such evidence [at the Landlord's option] require the Tenant to provide a Portable Appliance Testing Report (PAT) on such portable electrical appliances from a qualified electrical inspector. If required, the inspector should stick a label on each tested item which sets out the inspection date and each label should be signed by the inspector.
- (d) The cost of any cleaning or other repairs or replacements necessary to return the Premises to a clean and tenantable condition, fit for purpose, to the satisfaction of the Landlord or their agents will be charged to the Tenant. Failure by the Tenant to return all keys and key fobs relating to the Accommodation, the Premises, car park, bicycle shed, or other keys issued ancillary to the

Premises, at the termination of this Tenancy Agreement will entitle the Landlord to charge the full replacement cost to the Tenant.

- (e) From time to time, building work and its associated noise is unavoidable in the vicinity of the Premises or the building of which the Premises form part. The Landlord does not control such work, nor do they always receive advance notice of when it will begin or detailed information as to the nature of the work to be undertaken at any specific time. Any disruption caused by neighbouring building works during the term of this Tenancy Agreement, may not form the basis for any claim for discount of Rent, compensation, termination of this Tenancy Agreement or a request to relocate to other student accommodation. Due to the nature of the development the provision of power and water supplies may be interrupted, and the Tenant may experience problems with, for example, plumbing or drainage. Roads and pathways in the immediate surrounding areas may not be up to the general standard found in the city, therefore please be aware that some roads and paths may be uneven.
- (f) The Tenant accepts that if essential building work and/or repairs are required to the Premises or the building of which the Premises form part, the Landlord has the right to relocate the Tenant to other premises and such disturbance or relocation shall not be grounds for the Tenant to seek early termination of this Tenancy Agreement, or a reduction in Rent.
- (g) The Tenant shall indemnify and keep harmless the Landlord from and against any liability, loss or damage and costs which may be occasioned by reason of neglect, carelessness, injury or wilful damage caused by them or their guests and visitors on the Premises or the building of which the Premises form part.
- (h) The Landlord reserves the right to relocate the Tenant for good housing management purposes.
- (i) Notwithstanding a Tenant may have reserved a specific bedroom prior to a Tenant's arrival, the Landlord does not guarantee a particular room and reserves the right to re-allocate the Tenant to another bedroom or Premises as circumstances require.
- (j) In line with the landlord's "No Smoking" policy, the Tenant and their guests are not permitted to smoke inside the Premises or the building of which the Premises forms part or any other flats or buildings within the Landlord's ownership, management or control ("the Landlords' Buildings"). Smoking out of the windows in the Landlord's Buildings is also prohibited and smoking is only permitted outside the Landlord's Buildings. The use of electronic cigarettes or "vaping" is prohibited in any part of the premises where "No Smoking" policy applies. Failure to adhere to the "No Smoking" policy will result in disciplinary action.

Without prejudice to any other provision of this Tenancy Agreement a breach of this clause 9 (f) may render the Tenant liable to pay a charge in line with levels determined by the Accommodation Officer (as varied from time to time and available for examination on request). Persistent breaches of this clause 9 (f) will result in further disciplinary action being taken by the Landlord and will entitle the Landlord to terminate this Tenancy Agreement by service of a Notice to Quit.

- (k) Edinburgh Napier University Student Accommodation reserve the right to temporarily suspend access to your accommodation if; you present, or we reasonably suspect that you present, a serious risk or threat to the health, safety and/or well-being of yourself, other residents, University staff and/or any other person and/or the reputation of the University; you are the subject of any ongoing serious criminal investigation (whether or not you have been arrested) or you cause, or we reasonably suspect that have caused, serious criminal damage to any property belonging to the University, other residents, University staff and/or any other person.

## Decoration and Prohibition re "Blu-Tack" etc.

- 10 No redecoration of the Premises, structural alterations, additions, or adaptations to the Premises will be made without specific written permission of the Landlord or their agents; this includes any installation or additions by services providers. The Tenant will at no time throughout the duration of this Tenancy Agreement use Blu-Tack, White-Tack, Sellotape, or any other adhesive on the interior walls or woodwork or on any other part of the Premises for displaying posters, photos, or any other items for any other purpose. The use of drawing pins or map pins is only permitted on



the large pin-boards and the driving of nails into the plasterwork and of nails, drawing pins, map pins etc into woodwork is prohibited. There should also be no fixings of any sort including adhesive to the bathroom or shower pod walls, or on the room door.

## Cleaning Stair and Common Obligations

- 11 The Tenant shall be responsible along with the Occupiers in the Premises and the occupiers of other flats within building or block of flats of which the Premises form part for keeping clean the common stair and landing serving the Premises and the common passageway within the building or block of flats and for carrying out any other common obligations incumbent upon them as residents in the tenement or block of flats as regards upkeep of the ground common to the tenement or block of flats or any other common parts of the Premises. The Tenant shall have joint and several liability with the Occupiers in the Premises to pay the cost of replacing or making good any losses or breakages or damage to common stairs, landings, passageways, cycle stores, car park and any other common parts of the Premises other than caused by fair wear and tear. The Tenant shall not cause any blockage to or hindrance of free movement along any hallway, common passage or stair in the Premises or the building or block of flats of which the Premises form part, which must be kept free at all times in case of emergency.

## Prohibition on Depositing Rubbish

- 12 The Tenant shall not deposit any refuse or bottles in or on the Premises or on the doorstep, stair, landings, common passageway, or footpaths of the development of which the Premises form part. All rubbish, bottles and other such items will be placed in the suitable dustbins provided in the Premises and the dustbins shall be kept in their proper place within the Premises, courtyard, or bin area as the case may be. Within the bin storage, any rubbish found in the wrong bin or left on the floor can result in disciplinary action.

## Animals

- 13 The Tenant shall not keep or permit to be kept animals, birds, reptiles, or domestic pets of any kind on the Premises nor allow entry of any pets/animals into the accommodation including flats and common stairwells. Assistance Dogs are permitted by pre-arrangement after a risk assessment is complete. Assistance dogs, such as Guide dogs, Hearing dogs or Support dogs are permitted where there is a demonstrable need for such support and by prior arrangement and approval of the Landlord. The Tenant, in this event will abide by such guidelines as may be issued by Assistance Dogs UK in relation to the keeping and care of Assistance Dogs; The Tenant accepts that the Landlord reserves the right to relocate the Tenant to alternative Premises of a similar style and quality (but with no increase in Rent) if the keeping of an Assistance Dog in the Premises is deleterious to the health of other occupants in the Premises. The Landlord will not affect a relocation without first consulting the Tenant and any other affected occupants. If a relocation is necessary, the Landlord will provide assistance to the Tenant to relocate their goods and effects. Unfortunately, no therapeutic animals or emotional support animals are permitted.

## Prohibition on Keeping of Vehicles

- 14 The Tenant shall not keep or permit to be kept any motor car, motorcycle or other vehicles or conveyances, trailers or caravans on the Premises other than in any private garage, lock-up, car port or designated car park associated with the Premises ( if any ) and only when a valid parking permit is displayed.

## Furniture

- 15 At the commencement of this Tenancy Agreement an Inventory will be made by the Landlord or their agents of the furniture and furnishings and other contents in the Accommodation and the Premises. A copy of the Inventory will be provided by the Landlord to the Tenant at the commencement of this Tenancy Agreement and the same will be checked by the Tenant after receiving the keys or key fobs of the Premises. The Inventory will be returned to the

Accommodation Officer within two weeks of commencement of tenancy. The Inventory will be checked at the Tenant's departure. The Tenant agrees to pay the cost of replacing or making good any losses, breakages or damage occurring during the period of this Tenancy Agreement other than damage caused by fair wear and tear or by storm or fire. Where the Landlord has provided furniture and effects and in particular, but without prejudice to the foregoing generality, washing machines, spin dryers, other laundry and kitchen equipment and other services (the Landlord's Equipment") for use by the Tenant in common with the Occupiers in the Premises and/ or the building or block of flats of which the Premises form part, then all Occupiers of the Premises and the building or block of flats having a right to use the Landlord's Equipment shall be jointly and severally liable to pay the cost of replacing or making good any losses, breakages or damage to Landlord's Equipment.

The Tenant will at the termination of this Tenancy Agreement leave the furniture, furnishings, and other contents of the Premises in the same rooms and in the same positions as shown in the Inventory. If the Tenant leaves the Premises before the contractual date of termination stated on Page 1 of this Tenancy Agreement it will be the responsibility of any replacement Tenant and the remaining Occupiers in the Premises to check the Inventory with the outgoing Tenant in order that the cost of any losses, breakages or damage properly attributable to the outgoing Tenant can be recovered from him, her or them, otherwise the remaining occupiers and replacement Tenant will be wholly responsible for such cost. Any discrepancy on the Inventory or damage to the Premises which are attributable to the outgoing Tenant should be notified to the Accommodation Officer within 48 hours of departure of the outgoing Tenant.

## Access

- 16 The Tenant will allow access to the Landlord, their agents, or tradesmen at reasonable times on not less than 24 hours written notice in order to allow them to carry out a periodic inspection of the Premises and contents. This will include undertaking periodic inspection of the electrical and water systems within the Premises which may involve switching off the electricity for up to four hours. If an email is sent to a Tenant at their Edinburgh Napier University email address this will be deemed to constitute "written notice". Where a Tenant has reported a fault or a fault has been noted following inspection, **no** written notice will be given unless the Tenant requests this in writing (which can include notice from their University email account). The Tenant shall have the right to be present at the checking of the Inventory of contents referred to above, and it is advisable that at least one of the Occupiers of the Premises be present when the Inventory is checked at their outgoing. Notwithstanding the foregoing, the Landlord shall be entitled to take all necessary steps to gain immediate access to the Premises in the case of an emergency, investigation of any alleged criminal activity or alleged breach of the terms of this Tenancy Agreement subject to making good any damage caused. The Tenant agrees that the Landlord can release contact details, including their personal mobile telephone number to a contractor where this is essential for the delivery of items to the Premises or to arrange access or discuss other repair or maintenance matters. If you vacate your accommodation and return your fob prior to the official end of lease date, access may be gained for maintenance purposes. As a tenant you will be informed prior to access being permitted.

## Damage

- 17 It is agreed that if the Premises or any part thereof shall be rendered unfit for use by fire or by reason of any defect or want of repair in the building of which the Premises form part during the period of this Tenancy Agreement, a fair and reasonable proportion of the Rent according to the extent of the damage sustained shall cease to be payable so long as the Premises or any part thereof remain unfit for use. This clause shall not apply if any damage or defect is caused by the fault of the Tenant and/or the Occupiers, or if the Premises or any part thereof are rendered unfit for use by reason of the Tenant and/or the Occupiers failing to notify the Landlord timeously of any defect or repair becoming necessary, of which the Tenant and/or the Occupiers might reasonably be expected to be aware.

## Insurance



- 18 The Landlord will provide a basic level of contents cover with a provider of the Landlord's choice. The Tenant is responsible for checking the policy is appropriate to their needs by contacting the insurance company direct on [www.endsleigh.co.uk](http://www.endsleigh.co.uk). The Landlord is not responsible for assisting in the administration and performance of the contract of insurance. The Tenant will be responsible for extending the cover to meet their specific needs.

Please note Edinburgh Napier University cannot take any responsibility for missing or damaged post or parcels.

## Discipline

- 19 The Tenant shall be subject to the disciplinary procedures applicable to all tenants and occupiers in the Landlord's Buildings as detailed in the Code of Conduct, a copy of which is included within this Tenancy Agreement.

In the event of the Tenant breaching the conditions of this Tenancy Agreement and/or committing any of the prohibited actions specified in the Code of Conduct, the Tenant may be required by the Landlord to pay a charge in terms of the "Student Misconduct & Schedule of Charges" (as varied from time to time and available for examination on request made to the Accommodation Officer) including any administrative charge to cover the Landlord's costs in dealing with such breach or prohibited act. The charge will be payable by the Tenant to the Landlord within the time specified and, failing payment, the Landlord will be entitled to use any lawful means, including an action of recovery through the Scottish Courts, to obtain payment.

Capitol Students, our Nomination Agreement sites, will have different "Student Misconduct & Schedule of Charges" applicable to students staying at Gorgie & Westfield sites.

## Car Parking

- 20 There are no parking facilities at the Premises or the development of flats of which the Premises form part with the exception of blue badge holder spaces. The Landlord accepts no liability for any loss or damage to a Tenant's car in any circumstances or parking charges issued by the City of Edinburgh Council.

## Bicycles

- 21 The Tenant shall not keep or permit to be kept any bicycles on or in the Premises other than in the bicycle storage areas provided. Any bicycles stored in such bicycle storage areas shall be stored at the Tenant's risk and the Landlord accepts no liability for any damage or loss. Any damage caused to the Premises by the improper or careless storage of bicycles will result in a charge being raised against the Tenant as part of their common responsibilities under this Tenancy Agreement.

## Parties

- 22 Parties (inc. BBQs) are not permitted within the Premises or the building of which the Premises form part. The Landlord's employees and authorised security staff and resident assistants have authority to break up a party at any time.

## Removal

- 23 The Tenant will remove from and vacate the Premises on the termination of this Tenancy Agreement without any legal warning or process of removal. It is specially accepted as a condition of this Tenancy Agreement that, in the case of default of payment of Rent or breach of any of the terms of this Tenancy Agreement or of the Code of Conduct, the Landlord may give 28 days' notice in writing to terminate this Tenancy Agreement and without further warning re-enter and take possession of the Premises and appurtenances together with the furniture and effects and

that without prejudice to the Landlord's rights to recover any of the Rent or other sums that may be due or may become due.

#### **Criminal conviction**

It is an essential condition of this Tenancy Agreement that the Tenant discloses any criminal convictions prior to the signing of the Tenancy Agreement. Failure to disclose a criminal conviction may result in an automatic "Notice to Quit" the accommodation.

#### **Attendance at Edinburgh Napier University**

It is an essential condition of this Tenancy Agreement that the Premises are let to the Tenant in consequence of their attendance at Edinburgh Napier University and that for the duration of this Tenancy Agreement the Tenant will remain an active full-time student of Edinburgh Napier University. The right of occupancy hereby created by this Tenancy Agreement is by virtue of Section 1 (c) and Paragraph 5 of Schedule 1 of the Private Housing (Tenancies) (Scotland) Act 2016 not a Private Residential Tenancy as defined in Section 1 of the Private Housing (Tenancies) (Scotland) Act 2016. In the event of the Tenant terminating their studies at Edinburgh Napier University Edinburgh such cessation of studies shall constitute a breach of the terms of this Tenancy Agreement entitling the Landlord to terminate this Tenancy Agreement forthwith. In those circumstances the Landlord will be entitled to recover possession of the Premises but without prejudice to recover all losses and damages incurred due to the Tenant's breach as aforesaid or any other breach of this Tenancy Agreement and to otherwise enforce the terms of this Tenancy Agreement.

## **Vacancy Arising**

- 24 (a) Without prejudice to the terms of Condition 24 hereof it is an essential condition of this Agreement that if the Tenant ceases to be a student at Edinburgh Napier University the Tenant must inform the Accommodation Officer in writing of their intention to do so and ensure the completion of all necessary documentation to formally register their withdrawal from Edinburgh Napier University. The Tenant will require to give 28 days' notice in writing of their intention to terminate this Agreement which period begins from the date on which Edinburgh Napier University authorises withdrawal from Edinburgh Napier University i.e. the date Student Accommodation, Edinburgh Napier University receives from the Tenant a letter from the Tenant's PDA (Personal Development Tutor) confirming withdrawal.

The Tenant will remain responsible for payment of Rent during the foregoing notice period and until (a) the termination process has been completed as aforesaid (b) the key/key fob is returned and (c) the Tenant's whole goods and gear have been removed from the Premises and the Premises left in a neat, clean and tidy condition.

- (b) In the event of the Tenant wishing to vacate the Premises except in the circumstances outlined in Condition 25(a) prior to the contractual date of termination stated on Page 1 of this Tenancy Agreement it shall be the responsibility of the Tenant to find a replacement occupier of the Premises who meets with the approval of the Landlord or their agents (which approval shall be in their sole discretion to grant or approve).
- (c) The Tenant will remain liable for the Rent and other charges in respect of the Premises until the date of acceptance by the Landlord of a replacement occupier or the date of termination of this Tenancy Agreement whichever is the later.
- (d) In the event of the provisions of Condition 25 (b) applying and a suitable replacement occupier being approved by the Landlord there shall be refunded to the Tenant such proportion of any payments made in advance by the Tenant as may remain after deduction of (1) any Rent due by the Tenant until the date of occupation by the new occupier and (2) Administrative, legal, factorial, cleaning and other costs incurred by the Landlord in re-letting the Premises which will be charged to the Tenant.
- (e) Notwithstanding the terms of condition 25(c) in the event that Rent due by the Tenant until the date of occupation by the new occupier and/or the administrative, legal, factorial, cleaning and

other costs incurred by the Landlord exceed the sum of any payments made in advance by the Tenant the Tenant shall remain liable to reimburse such shortfall as may be due to the Landlord.

- (h) The Tenant must be an active student, engaging in studies, attending classes, logging regularly into Moodle, etc.

## Release from Tenancy

### 25 I, the Tenant understand that I will only be released from the contract created by this Tenancy Agreement in the following circumstances:

- Early withdrawal or discharge from Edinburgh Napier University
- Where a suitable alternative tenant is found to take over the contract, the replacement must fit the criteria of the flat as opposed to the accommodation site, and the replacement must be approved by the Allocation Officer. Only once the replacement student has been approved by the Student Accommodation Staff, completed the application process, and had a 4-hour period from collection of the key/fob, will the current student cease being financially liable for the rental costs and the Tenancy Agreement will end. A suitable replacement must be of the same gender, level of studies PG/UG, age bracket, and academic tenancy length requirement as the student they will be replacing e.g. Sophie is a 18 year old UG child nursing student living in an all-female nursing flat for a 50 week tenancy. Therefore, her replacement must be a female UG nursing student aged between 18 and 20 years old. Please feel free to contact the Allocation Team to discuss further.

**For the avoidance of doubt, the Landlord will not agree to terminate this Tenancy Agreement for any reason other than specified in this Condition 25.**

## Code of Conduct

### 26 The terms of this clause 26 form the Code of Conduct applying to this Tenancy Agreement

**This Code of Conduct 2024-25 applies to all students occupying accommodation provided by Edinburgh Napier University**

#### Definitions

**In this clause 26 and Code of Conduct:**

- (a) your Landlord, Edinburgh Napier University, is referred to as “the University” or “we”;
- (b) you, as Tenant, are referred to as “you”
- (c) “flat” means the Premises referred to in this Tenancy Agreement
- (d) “flats” means any other accommodation owned or managed by the University and made available to students

#### 26.1 Fire Safety

- Please carefully study the detailed fire instructions in your flat, so that if there is a fire you can take correct and quick action.
- You must evacuate the building immediately and calmly on hearing a fire alarm. Please read the detailed fire evacuation notice on the back of your bedroom door and make sure you know where your evacuation assembly point is. Everyone must evacuate immediately and without exception when there is a fire alarm activation, and anyone found not evacuating will be subject to a conduct hearing and implementation of a fine. Failure to evacuate may put others at risk and impact the Scottish Fire & Rescue Service in the course of their duties when in attendance at the accommodation. The only exception is on the pre- advertised weekly tests.

- You must only use fire appliances for fighting fires. Extinguishers must be readily available at all times if there is an emergency. You should not move them from their existing location in your flat or put them in a cupboard. You must not use them except in an emergency.
- You must not tamper with fire-safety equipment, such as smoke and heat detectors, sprinkler heads, door closures, break glass call points and fire extinguishers as these items are provided for everyone's safety.
- All flats have a smoke detector in the hall just outside the kitchen. Do not, under any circumstances, wedge the kitchen door open whilst you are cooking as cooking fumes may set off the smoke detector and fire alarm. When cooking ensure kitchen door is closed, cooker hood fan is on and windows open to prevent unnecessary fire alarms evacuations.
- Misusing fire-fighting equipment is a criminal offence. We may also wish to terminate the Agreement between us and issue a 'Notice to Quit' the accommodation if we discover that you have been tampering with safety appliances. In such circumstances, we will issue you with a 'Notice to Quit' your accommodation.
- Remember, false fire alarms are a nuisance to everyone at the University, especially when they happen at exam times when a disturbed night can have a critical effect on performance. They cost the Fire Brigade a great deal of time and resources; a fire engine on its way to a false alarm cannot attend a genuine emergency elsewhere. A person who knowingly causes a "false alarm" will be liable to disciplinary proceedings at the instance of the University and may well face criminal proceedings if the Police or Fire Authority seeks to pursue the matter.
- Fire doors are installed within the flat for your safety. They must not be propped / wedged open. Staff will confiscate the wedge until the end of tenancy.
- The tenant shall always ensure all exit routes, corridors and stairwells are clear and unobstructed.

## **26.2 Electrical Appliances**

- Because of the serious fire risk, we only allow the following electrical appliances in the flats – hair-care equipment, shavers, gaming consoles, music players, air fryers, televisions, and computer equipment. Items must be compliant with the British Standards.
- You must get written permission from your Accommodation Officer before you bring any other electrical appliances into your flat. **YOU MUST UNPLUG ALL APPLIANCES WHEN YOU ARE NOT USING THEM.** Save energy to help save the environment.
- If you leave equipment plugged in, especially PCs & laptops, we will not be liable for any damage caused or data lost in the event of the power supply being switched off for the purpose of essential maintenance or repair.
- Any portable electrical equipment brought into the Accommodation that has the potential to cause injury should be maintained in a safe condition and suitably tested by a qualified electrician.

## **26.3 Fire Hazards**

- Under no circumstances should you bring the following items into your flat: traditional chip pans, deep-fat fryers, rice cookers, slow cookers, pressure cookers, candles, fairy lights, incense sticks, fireworks or any other items using or requiring a naked flame. Portable washing and drying machines are not permitted in the flats.
- No cooking appliances or kettles are to be used within bedroom or bathroom. Cooking appliances can only to be used in the kitchen area.

- No additional pieces of domestic upholstered furniture should be brought into the property.
- Heating appliances, including paraffin, Calor-gas or other bottled-gas heaters are not permitted within the accommodation.
- Please do not cover light fittings or power plugs, in any areas of the flat, with plastic bags or other materials.
- Cooker hoods and splashbacks to be cleaned after every use to avoid excess oil building up as this poses a fire risk.
- Smoking is strictly prohibited in your flat or any part of the building and cigarettes should never be lit inside. You must not smoke out of the window in your flat: please leave the building completely. The use of electronic or smokeless cigarettes is not permitted within flats or any part of the building of which they form part. You must smoke at the designated smoking areas and dispose of cigarette ends properly.
- Vaping is strictly prohibited in your flat or any part of the building, to vape you must go outside. Vaping out of the window in your flat is not permitted: please leave the building completely. Vaping is not permitted within flats or any part of the building of which they form part. Vaping is only permitted in designated smoking areas.
- Barbeques are not allowed inside, outside or in the car park areas of the flats or any part of the building of which they form part. Barbecues will only be permitted if arranged and managed by the University or an appointed person, under our Residence Life program, where appropriate.
- Grill pans, ovens and inside of toasters must be kept clean at all times as they pose a serious fire risk. You should line your grill pan regularly with tin foil and replace regularly.
- IN LINE WITH THE UNIVERSITY'S NO SMOKING POLICY, TENANTS, STUDENTS AND THEIR GUESTS ARE NOT PERMITTED TO SMOKE OR VAPE INSIDE ANY FLATS, OR ANY PART OF THE BUILDING OR BUILDINGS OF WHICH THE FLATS FORM PART. SMOKING IN COURTYARDS WITHIN STUDENT ACCOMMODATION SHOULD ONLY BE DONE IN DESIGNATED AREAS.

#### 26.4 Security

- If you have lost your fob, you are required to contact student accommodation to arrange a replacement fob.
- Under no circumstances should you force open the doors of any room, flat or other building. Entry is gained only by using your access fob. Forcing doors to open will damage the door magnets and compromise the security of the building.
- There is a secure main-door entry-phone system in all flats. Please make sure you close this door securely when entering or leaving such buildings. Do not allow anyone who is not a tenant to come into the building behind you. Do not buzz anyone into the building whom you do not know.
- You must keep your flat door locked at all times, for your own security and that of your belongings. You must not use windows to enter or leave the premises, as this can put the safety of residents and the security of the property at risk. All windows are fitted with safety catches. These are designed to restrict aperture width and keep you safe. You are not permitted to open the windows beyond the restrictors at any time. If your flat door does not lock, please report this to the facilities service desk immediately.
- Flat windows should be closed and secured when a room is not occupied.
- Within your rent payment your personal belongings are insured at a basic level by third party. You are responsible for ensuring the cover provided is adequate. You can view your insurance cover details as part of your Welcome Pack within your bedroom on arrival or online at

[www.endsleigh.co.uk/personal/home-insurance/check-your-student-cover/](http://www.endsleigh.co.uk/personal/home-insurance/check-your-student-cover/). You must increase the cover and pay any additional premiums required to provide any extra cover you may require for items such as mobile phones, laptops, and other high value items. The University accepts no liability whatsoever for any losses incurred. We are not liable for any loss/damage that may not be covered due to early termination or end of lease.

- Do not place any information on your key/key fob that could be used should the key/key fob be found by someone else.
- You are responsible for keys / key fobs once they have been issued to you. Lost or stolen keys/key fobs must be reported immediately. Residents will be charged for lost keys/key fobs including those for mailboxes and bike sheds.
- All bedroom doors should be locked when the tenant is not within the room.
- You are not permitted to enter any flatmates' bedrooms without permission. You are not permitted to enter any empty or void bedrooms that may become available within your flat. You should contact student accommodation if there is an unlocked void bedroom within your flat.

## **26.5 Staff (including Security, Cleaners, and Resident Assistants)**

- You must be always compliant and provide Security and Accommodation Staff with requested details such as name and Napier number as and when requested to do so. Giving fake or inaccurate information will not be tolerated.
- University Security Staff regularly patrol student developments. You can find details of how and when to contact them in your flat.
- Please understand that Security Staff are there to protect you and your property, so you should treat them with respect. We will take disciplinary action against anyone using physical abuse, offensive language, or otherwise unacceptable behaviour towards Security Staff. This includes accommodation staff, resident assistants, wider university staff and university appointed contractors.
- If ever in doubt, please contact Security in relation to excessive noise, flat parties or if you feel uncomfortable within your accommodation.
- Disrespect to any/all staff will not be permitted and may result in disciplinary action.
- Our expectation is that you do not take photographs, videos, or recordings of any staff without their consent.

## **26.6 Use of CCTV by Accommodation Officers**

- The University operates CCTV systems at student residential developments for the purposes of public safety, security and the prevention and detection of crime. Footage may be viewed on site by authorised Accommodation Officers for the purposes of investigating any allegations of breaches of this Code and/or your tenancy agreement.
- Any misuse, tampering or damage of CCTV will not be tolerated and may result in disciplinary action.

## **26.7 Resident Assistants (RAs)**

- RAs are based at all the developments. You can find details of where you can contact them in your flat and block noticeboard.
- The RAs will be available throughout the duration of your tenancy to provide help and advice to you on day-to-day living in your flat. They also have a responsibility for encouraging you to



have a responsible attitude towards living together and for helping you to get used to living independently so that everyone can enjoy a peaceful life in our buildings. They know the standards of behaviour expected of our tenants and students. They will visit the flats on a regular basis and will be available to help with many issues.

- The RAs represent the staff of Student Accommodation Services. You should follow their instructions on how the development is run, and in particular on maintaining good standards of housekeeping and security at all times. You should treat them with respect.
- We will take disciplinary action against anyone using physical abuse, offensive language, or otherwise unacceptable behaviour towards Resident Assistants.

## **26.8 Offensive Weapons**

- Keeping or using any firearm or any other weapon including an air pistol, a martial arts weapon, a ball-bearing gun, a catapult or a knife, and that regardless of whether or not such weapons may otherwise be legally owned in the United Kingdom and whether or not you hold a firearms licence or certificate, is strictly prohibited within your flat or any other flats, property, land, or buildings owned by the University.
- Sports and leisure equipment may also constitute an offensive weapon, including and without limitation, archery equipment, fencing foils and ice axes. Please speak to a member of the Accommodation team should you wish to seek permission to store such item.
- Using any object in an offensive or dangerous manner or in a manner which is likely to frighten others is also strictly prohibited. The use of drones at your flat, or any other flats, or other property or land owned by the University is strictly prohibited.
- If you breach this regulation, we will be entitled to terminate your Tenancy Agreement

## **26.9 Illegal Substances**

- Keeping or using illegal drugs and substances in your flat, or any other flats or in any other property or managed by the University is strictly prohibited.
- Keeping or using illegal substances including legal highs will be treated as a breach of your tenancy agreement and be subject to our conduct process.
- If you are concerned about your own or other students' drug use, please seek support and contact student wellbeing & inclusion: [my.napier.ac.uk/wellbeing-support-and-inclusion](http://my.napier.ac.uk/wellbeing-support-and-inclusion).

## **26.10 Cleanliness of Your Flat**

- We expect you to keep your flat clean to a standard acceptable to all tenants in the flat. We provide cleaning equipment, but we do not provide cleaning materials and other consumable items which you are expected to buy.
- Communal areas, such as hallways, the kitchen/living area, and bathroom, are the responsibility of all tenants and should be kept clean.
- You should wipe down all work surfaces after you have used them and should clean up all spillages immediately.
- IN PARTICULAR, YOU MUST KEEP COOKERS AND GRILL PANS CLEAN, AS THEY CAN BECOME A FIRE HAZARD.
- Toilets and shower cubicles should be cleaned on a regular basis.

- Ensuite shower pods should be cleaned regularly to prevent mould formation and staining of the silicone sealant. If the sealant becomes discoloured due to neglect and lack of cleaning and requires to be replaced, this will be done at your expense.
- Shower curtains provided by the Student Accommodation are the tenant's responsibility to maintain clean during the tenancy.
- Accommodation Officers will inspect the flats on at least three occasions during the course of the tenancy. Following these visits, they will tell you if the flat is not up to an acceptable standard. If any problem areas in the flat are not put right, we will bring in cleaners to do the job and pass on the cost to you. Additional *ad hoc* inspections may be made at the discretion of the Accommodation Officer and disciplinary action will be taken if acceptable standards of cleanliness are not maintained.
- Rubbish should be removed regularly and put in the correct external bins provided. They should not be kept within the flats or in the communal stairwells.
- Any waste disposed of or abandoned by a student in contravention of the Environment Protection Act 1990 (the Act) will constitute a breach of this Code. Where the University is informed by the City of Edinburgh Council Environmental Wardens Division (CECEWD) that a student has committed a breach of the Act or any associated environmental health regulations, the University will disclose to the CECEWD the personal data of any such students, for the purposes of applying a fixed penalty charge or pursuing a prosecution under the Act.
- You should make use of the recycling facilities at the flats and ensure that the recycling bins are not contaminated with incorrect waste.
- Bottles must not be kept on top of the kitchen unit or on windowsills/bookshelves. They should be disposed of in the recycling points where provided.
- No items such as shopping trolleys, traffic cones or signs should be brought into the student accommodation from external premises.
- Flyers should not be allowed to accumulate at the main door as they are a slip hazard. They should be removed regularly and disposed of.
- All rubbish in bin stores is to be disposed of correctly in the appropriate bin. There should be no contamination of waste or waste left on the ground of bin stores.
- Your flat including bedroom must be clean and tidy if you go home for an extended period such as Christmas and Easter holidays. If not, we may organise cleaners to attend, and you will be charged with the cost of the clean.

#### **26.11 Excessive Noise**

- You must always be considerate towards your fellow tenants. All tenants are entitled to live and study peacefully in their flats. We will not tolerate excessive or unacceptable noise at any time which disturbs others, whether tenants within the same flat, tenants in neighbouring flats within the development, or people living in neighbouring properties.
- There will be no noise at a level likely to cause a disturbance to other residents between 10pm and 7am.
- We can require you to remove any item which causes excessive noise until the end of the tenancy period.
- Consideration must be shown to neighbours, both student and private in surrounding areas, when entering and leaving your flat with minimum noise disruption including moving to and from bus stops and while waiting for taxis.

- There must be no large numbers of students congregating outside your flat or the building of which it forms part causing excessive noise and disturbing fellow tenants and neighbours.
- Parties (including BBQs) are not permitted within your flat or the building of which it forms part. Accommodation Officers, Accommodation Assistants, Security, and Resident Assistants have the authority to break up any party.
- Excessive noise within courtyard, external areas adjacent to block entrances and beyond will not be tolerated. When smoking, please be mindful of others and surroundings as noise travels especially when entering and exiting the premises and standing outside block entrances.

## **26.12 Antisocial Behaviour**

- Any breach of the Code of Conduct which forms part of your Tenancy Agreement will be formally investigated and you will be invited to a formal conduct hearing. We will investigate all breaches of our Code of Conduct, with anything we regard as a serious breach (see section 26.18) being subject to investigation in accordance with the University's Student Conduct Regulations.
- Depending on the nature or severity of reported misconduct, we may have to relocate the reported resident to another flat, block or another of our accommodation sites. The reported resident may also be asked to complete a "Consent Matters" module.
- You and your guests must always be considerate towards your fellow tenants and the staff of the University. We will take disciplinary action against anyone using physical abuse, offensive language, or otherwise unacceptable behaviour towards residents and / or University Staff.
- You are entitled to live free of disruption, intimidation, or harassment from other tenants. We will not tolerate offensive, indecent, disorderly, threatening, or disruptive behaviour or language by tenants towards other tenants, University staff, tradesmen, neighbours, and visitors.
- We will take disciplinary action against unruly and drunken behaviour or misconduct and may report it to the police.
- We will not tolerate harassment of fellow tenants, University staff, and visitors to the University or neighbours because of their sex, sexuality, gender identity, race, religion or belief, disability, or any other protected characteristics. This includes posting of offensive comments and photos on social media platforms such as Facebook, Instagram, Snapchat, X (aka. Twitter), WhatsApp, or any group chats.
- You must not do anything which is likely to cause injury, to put safety at risk, or to damage belongings.
- We will take disciplinary action against any behaviour or action which damages our reputation. In addition, anti-social behaviour is a breach of your Tenancy Agreement which will entitle us to terminate the Agreement with you.
- Neither litter nor any other items should be thrown out of the windows.
- You must not display anything likely to cause offence on windows, flat hallway chalkboards, or any ENU owned property. This includes, but is not limited to, flags, flyers, posters, stickers, etc. Student Accommodation may ask for flags to be removed from areas such as windows if deemed they may cause offence.
- Any reported sexual or non-academic misconduct will be investigated by Student Accommodation, and you may be subject to disciplinary procedures.

### **26.13 Using the Premises**

- Smoking and vaping are only permitted at the designated areas.
- Under no circumstances may you sublet your flat.
- You cannot swap keys and rooms with a flat mate or fellow Edinburgh Napier University Student Accommodation resident; all room change requests must be made in writing to your Accommodation Officer and the appropriate process followed, this includes the signing of a new lease, completion of an up-to-date inventory for the new room and the payment of an administration fee.
- If you have been allocated a shared room/twin room, (referred to in your Tenancy Agreement as “Shared Accommodation”) you must act fairly, reasonably and with consideration towards the person sharing with you at all times and also have proper respect for the privacy, possessions and reasonable wishes of the person sharing with you.
- Under no circumstances should you give your flat key to any other person.
- You may not enter another tenant’s bedroom/flat or use that bedroom/flat without the permission of that tenant.
- Overnight guests are not permitted.
- Animals, birds, reptiles, or domestic pets are not permitted on the premises (other than approved service animals with prior agreement of Edinburgh Napier University).
- Playing football or other sports in student development car parks, courtyards, and grounds is strictly forbidden.
- Bicycles are not permitted within the Student Accommodation. If access to a bicycle storage area is required, contact your Accommodation Officer.
- Residents & visitors should assist the staff in maintaining standards of grounds and in discouraging vandalism.

### **26.14 Visitors & Guests**

- When you invite guests into your flat, you must be considerate towards fellow tenants.
- You should always consider any feelings or concerns of fellow tenants about visitors to your flat.
- Under this Code of Conduct and your Tenancy Agreement, you are responsible at all times for the behaviour of your guests and visitors whilst they are in your flat and when entering or leaving the development. Any unacceptable behaviour by your guest or visitor will be regarded as a breach by you of the Code, your tenancy agreement or both.
- You will be responsible for the cost of repairing breakages, damage or cleaning required caused by your visitors or guests, to include any discretionary fines for anti-social behaviour.

### **26.15 Damage to Your Flat, Furnishings, & Equipment**

- You are not allowed to redecorate or alter any part of the flat or the building of which it forms part.

- Each tenant shares responsibility for their flat, including the furnishings and fittings in the communal areas. Each tenant has a personal responsibility for their study bedroom. We will normally replace any items of equipment broken or damaged after you have spoken to the Accommodation Officer. You will have to pay the full cost of repairing and replacing any University property you damage.
- All tenants remain joint & severally liable for damages caused to the communal shared areas of their flats. If charges for repairs are required to be levied these will be divided amongst all occupants of the relevant flat or flats if no person or persons can be identified as being responsible.
- You are not allowed to use Blu-Tack, Sellotape or any other adhesive on the inside walls or woodwork or any other part of your bedroom or of the communal areas for displaying posters or for any other purpose. You can use drawing pins or map pins, but only on the noticeboards. You are not allowed to drive nails into the plasterwork or use nails, drawing pins, map pins and so on, on woodwork or walls. Doing so can cause unnecessary damage and the cost of repair will be passed onto the tenant.
- Windows must not be taken off their restrictors. Doing so can cause unnecessary damage and the cost of repair will be passed onto the tenant.

#### **26.16 Reporting Repairs**

- You have a responsibility to keep your accommodation in good order and must report any faults in or damage to either the flat or the appliances we have supplied to the Facilities Service Desk as quickly as possible.
- You can do this by phoning 0131 455 5000 between 9am and 5pm, Monday to Friday. You can also email [FacilitiesServicedesk@napier.ac.uk](mailto:FacilitiesServicedesk@napier.ac.uk) Outside these hours, the phone number for emergency work and difficulties within the flats is 0131 455 6119.
- Please phone the Facilities Service Desk if a repair has not been done within five working days, so they can chase up the repair.
- It is essential that the extractor fans in WCs and shower rooms are kept switched on at all times as they are designed to come on (and go off) automatically and to keep these rooms free of condensation and mould.
- Do not reset trip switches. In the event of a power cut please contact the Facilities Service Desk by email [FacilitiesServicedesk@napier.ac.uk](mailto:FacilitiesServicedesk@napier.ac.uk) or telephone 0131 455 5000 during working hours and Security on 0131 455 6119 out with working hours.
- Window and door issues and repairs must be reported as a matter of urgency to ensure the safety of all our tenants.

#### **26.17 Terms of Tenancy**

- It is a condition of your Tenancy Agreement that if you withdraw from University you must notify this in person to the Accommodation Officer and complete the necessary documentation to terminate your tenancy.
- Until all such documentation has been signed and your key returned you will remain liable for the obligations contained in the Tenancy Agreement, including the payment of rent.
- All terminations are subject to 28 days' notice and payment of a £50 administration charge. The notice period starts from the time we receive your completed Request to Terminate Form and confirmation of your withdrawal from your PDT (Personal Development Tutor), whichever is latest. Once the termination is approved, rent will continue to be charged until the end of your

notice period. Financial liability only ends at the end of the notice period once termination is approved or when a replacement student takes over tenancy.

## 26.18 Serious Misconduct

- Serious misconduct is regarded as any misconduct report which would fall into any of the following categories: -
  - Serious assault/violence.
  - Sexual misconduct, sexual violence, or gender-based violence.
  - Offences relating to the supply of illegal drugs.
  - Offences involving firearms, crossbows, knives, or any other dangerous weapon.
  - Offences listed under terrorism laws.
  - At the discretion of senior Accommodation Staff, reports of anything that leads them to believe there is a significant threat to any member of the University Community.
- If a member of the Accommodation Team receives a report about a tenant concerning anything they believe constitutes serious misconduct, after ensuring the immediate safety of all concerned - which may in exceptional cases require a report to security and/or the police - they will contact a senior member of the Accommodation Team immediately.
- One or more tenants may be asked to move to alternative accommodation as a precautionary measure.
- All those concerned who have been significantly impacted will be advised of the support they are entitled to.
- A senior member of the Accommodation Team will ensure that some initial facts regarding the report are established and will contact the University's Complaints and Conduct Manager who – through consultation with senior colleagues - will decide if the case has to be addressed via the [Student Conduct Regulations](#).
- If it is determined that the case should be addressed via the [Student Conduct Regulations](#), the Complaints and Conduct Manager will advise the senior member of accommodation staff and contact all students concerned to advise them of the next steps.
- If it is determined that the case does not warrant consideration via the [Student Conduct Regulations](#), the Complaints and Conduct Manager will confirm this to the senior member of the Accommodation Team who will address the case via the process outlined in 26.19 below.
- Should information come to light during the consideration of any case addressed in line with section 26.19 below that leads those undertaking the consideration to believe the case should be classed as serious misconduct, the University reserves the right to transfer the case to the Complaints and Conduct Manager, for action in line with the Student Conduct Regulations, at any stage of the process.

## 26.19 Breaching the Code of Conduct

### A. Informal Discussion

If you have minor problems with the behaviour of another tenant, you and they should first try to resolve the issue informally. Dissatisfaction often arises from misunderstandings and the best starting point is usually with the person whose actions are the cause of the dissatisfaction. Informal discussion can often provide an immediate explanation and solution.

### B. Mediation

If there is a minor dispute between tenants, you can contact your Accommodation Officer for advice and, if you so wish, they can arrange to meet all the tenants to try and help them resolve



the dispute amicably.

### C. Student Conduct Hearing

Staff within the Student Accommodation Office will investigate all breaches of this Code of Conduct which are reported to them in writing, except for very serious cases which will be referred to the University's Complaints and Conduct Team as per section 26.18.

The Student Accommodation Manager has initial responsibility for maintaining student discipline within university residential accommodation. The Manager or Accommodation Officers will deal with most cases of alleged misconduct or breaches of this Code of Conduct. The investigating Accommodation Officer will speak to the person who has allegedly broken the Code of Conduct and will give them the chance to explain their behaviour. We will also take statements from other relevant parties and witnesses. If the matter requires a student conduct hearing, it is your right to be accompanied by a fellow Edinburgh Napier student, a member of Edinburgh Napier staff, or someone from the Edinburgh Napier Students' Association (ENSA). Please note that any accompanying person must not have been involved in the incident under investigation. Only those from ENSA may act as your representative and speak on your behalf. Please note that due to the nature of student accommodation, a summary hearing/disciplinary interview will be held as quickly as possible after receipt of the initial report. You have the right to request a copy of the security Incident Report or other relevant evidence based on which the hearing/disciplinary interview is called for.

This Student Accommodation Code of Conduct should be read in conjunction with the Edinburgh Napier University Student Conduct and Fitness to Practise Regulations, which are:

"Intended to set and maintain acceptable standards of behaviour within the University community, to encourage individuals to accept their obligations to the University community, to protect the rights of members of that community to participate freely in the educational purposes of the University and to help maintain the University's good name and standing".

You can get a copy of these regulations at: [my.napier.ac.uk/your-studies/regulations-conduct-and-safety/student-conduct-and-discipline](https://my.napier.ac.uk/your-studies/regulations-conduct-and-safety/student-conduct-and-discipline)

Failure by you to attend a meeting at the time and place specified, except for a written reason acceptable to the investigating Accommodation Officer, shall not preclude the matter being considered and a decision being reached in your absence.

For all breaches of this Student Accommodation Code of Conduct, the following sanctions or penalties from the University's Student Conduct Regulations will apply:

1. An oral reprimand (see SCRs clause 5.4.1i).
2. A written reprimand (see SCRs clause 5.4.1 i). A written reprimand will specify the length of time the reprimand will remain on file.
3. A final written warning. This is normally issued by an Accommodation Officer.
4. A "Notice To Quit" the accommodation (see SCRs clause 5.1.4 i). This is issued by the Student Accommodation Manager.
5. For matters of a substantial nature the case may be referred to the University Secretary for action by a University Disciplinary Committee.
6. The above penalties may also impose a requirement to make good the cost, in whole or in part, of any damage caused (or to replace University property damaged).
7. A list of charges for breaches of this Code of Conduct is available from the Student Accommodation Office and Accommodation web pages. Any charges imposed will be required to be paid by the specified time. Thereafter, such charges will be added to the payments requested from guarantors.

Please note that it is not necessary for the University to carry out each stage of this procedure. In the case of a serious breach of this Code of Conduct, the University may decide at the end of the investigation and any subsequent hearing to issue a "Notice To Quit" immediately.

Any student, who comes under the heading Fitness to Practise (FTP) such as students attending courses in Nursing, Law, and Social Care, who have been found to have breached this Code of Conduct will be reported to the Dean of the School for the matter to be considered under the FTP.

## 26.20 Appeals

You may appeal, in writing, against the decision made within 5 working days of the receipt of the decision. It is anticipated that the results of your appeal will be confirmed, in writing, within 5 working days.

- Under sanctions 1 – 3 above, you should write to the Student Accommodation Manager.
- Under sanction 4 you should send your appeal in writing to the Director of Property & Facilities. A panel will be convened to consider the appeal.
- Under sanction 5, you may appeal to the University Secretary.

The appeal against a decision made as a result of the disciplinary procedure under the sanctions noted above, may be made on the following grounds:

- The penalty was out with the scope of the Regulations.
- There was a procedural irregularity in the process undertaken which materially influenced the final decision.
- The decision reached was unreasonable as a result of the Authorised Officers actions or omissions.
- The penalty imposed was unreasonable or in excess of the penalties specified.
- New evidence is available which might have caused the hearing to reach a different conclusion but could not have been made available at the time of the hearing.
- You may appeal, in writing, against a charge issued out with the scope of a disciplinary hearing, to the Accommodation Manager within 5 working days.

## Arbitration

- 27 In the event of any dispute or difference arising between the Landlord and the Tenant with regard to this Tenancy Agreement, the same shall be and is hereby referred to the decision of one arbiter to be mutually appointed or in the event of the Landlord and Tenant failing to agree upon the arbiter to be appointed then the arbiter shall be appointed by the Sheriff at Edinburgh on the application of either of the parties or their representatives.

## Tenancy Agreement - Acknowledgment of Legally Binding Contract

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28 I, the Tenant understand that the contract I am entering into by virtue of this Tenancy Agreement is a legally binding contract and will endure until the Tenancy Agreement terminates on the contractual date of termination stated on the first page of this Tenancy Agreement.

When I have signed this Tenancy Agreement, I understand that I am legally bound by it. I understand that entering a contract for alternative accommodation will not be sufficient grounds to entitle me to terminate this Tenancy Agreement.

I have read this document and the Code of Conduct and in particular clauses 24, 25, 26 and 27 thereof, and I hereby accept the terms and conditions contained therein.

## How To Sign This Tenancy Agreement

For a physical copy, The Tenant should sign this Tenancy Agreement by signing in the space below completing the blanks below. If completing application process online, please log back into your online application profile to accept the terms of this Tenancy Agreement, and thus, the offer of Accommodation.

This Agreement is not subject to the Requirements of Writing (Scotland) Act 1995, so this Agreement can be 'signed' by the Tenant(s) and Landlord(s) typing their names into the electronic document and sending it by email if all parties agree to this. A physical copy can be signed instead if this is preferred.

Please note that this Tenancy Agreement may only be signed on behalf of a Tenant by a parent or guardian if a power of attorney has been granted to the parent or guardian. A copy of the relevant power of attorney must be provided with the signed Tenancy Agreement.

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Tenant's Signature: \_\_\_\_\_

Tenant Full Name (Block Capitals): \_\_\_\_\_

Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Full Name (Block Capitals): \_\_\_\_\_

Witness Address: \_\_\_\_\_

Date: \_\_\_\_\_

Landlord's Signature: \_\_\_\_\_

Landlord Full Name (Block Capitals): \_\_\_\_\_

Date: \_\_\_\_\_