

Tenancy Agreement



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/studio flat [delete as appropriate]. 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. If the Premises are a studio flat the Tenant will have sole occupation of the Premises.

The Landlord will allocate the Tenant a bedroom/a shared bedroom/a studio flat [delete as appropriate] to the Tenant in the Premises.

Period of Let:

From: _____ To: _____ ("The Termination Date")

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 [2026/2027]

Termination of Lease (State Reason) _____

Approved Date of Termination _____

Final Charge Details _____

Accommodation Officer _____ Date _____

Student Accommodation Manager _____ Date _____

1. INTERPRETATION

In this contract:

You/your - the Tenant

We/us/our - the Landlord

Accommodation means the bedroom allocated to the Tenant in the Premises.

“Occupiers” means the other persons permitted by the Landlord to live in the Premises with the Tenant.

“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 5.4 of this Tenancy Agreement;

We hereby let the Premises and the Accommodation to you on the following terms:-

2. COOLING OFF PERIOD AND NOT MOVING IN

- 2.1 If you accept this Tenancy Agreement prior to arrival at the Premises, you have a 7-day cooling off period after electronically signing this Tenancy Agreement. If you decide to change your mind and want to withdraw/cancel from the Tenancy Agreement within the 7 days you must email accommodation@napier.ac.uk to advise.
- 2.2 If you transfer to another Student Accommodation flat during this Tenancy Agreement the cooling off period is not applicable.
- 2.3 If you accept this Tenancy Agreement but don't move into the Accommodation, you remain financially liable for the Rent for the Period of Let until the Termination Date or until a suitable replacement student (approved by the Student Accommodation allocation officer) has completed the application process and moved into the Premises for a 4-hour period.

3 CRIMINAL CONVICTION

- 3.1 It is an essential condition of this Agreement that you disclose any criminal convictions prior to the signing of this Agreement. Failure to disclose a criminal conviction may result in an automatic “Notice to Quit” the Accommodation.

4 INTRODUCTION

- 4.1 This Agreement is not a Lease. 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 and is not a Private Residential Tenancy as defined in Section 1 of the Private Housing (Tenancies) (Scotland) Act 2016. The Premises and Accommodation/Shared Accommodation are specifically let to confer on the Tenant the right to occupy the Premises and the Accommodation/Shared Accommodation while the Tenant is a student of the Landlord and for no other purpose. This Tenancy is conditional upon the Tenant being enrolled as a full-time student of the Landlord. The Tenancy will immediately terminate in the event that the Tenant ceases to satisfy these requirements.
- 4.2 The Tenant shall be entitled to exclusive occupation of the Accommodation (subject to Clause 5 of this Agreement) and, along with the Occupiers, shared occupation of the common areas of the Premises and to use the contents in the Accommodation and the Premises.

- 4.3 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.
- 4.4 The Premises is a shared flat. Each Tenant will be solely responsible to pay rent, but jointly and severally responsible with the other Occupiers in the Premises to implement all other terms of this Agreement.
- 4.5 You agree to move from the Premises and Accommodation on 7 days written notice or in the case of an emergency, immediately, if we consider that it is in your best interests or in the best interests of other Occupiers in the Premises.
- 4.6 If the 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 Agreement.
- 4.7 If the Tenancy Agreement states that the bedroom type is "a shared bedroom," the Tenant will share the Accommodation with another occupier ("Sharer") and the terms of Clause 5 of this Tenancy Agreement will apply.
- 4.8 The Tenant shall indemnify 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.
- 4.9 You hereby accept that the Premises and Accommodation are clean and tenantable. The cost of any cleaning or other repairs or replacements necessary to return the Premises and Accommodation to a clean and tenantable condition, fit for purpose, to our satisfaction of the Landlord or our agents will be charged to you.
- 4.10 If you break any part of this Agreement, we may:
- terminate this Agreement AND
 - recover from you all costs, losses, damages, and expenses incurred due to your breach.

5 SHARED ACCOMMODATION

- 5.1 Where the Tenant has been allocated shared bedroom accommodation, references to:-
- i. the "Shared Accommodation" means the shared bedroom allocated to the Tenant and the Sharer
 - ii. "the Sharer" means the person allocated from time to time to share the Shared Accommodation with the Tenant
 - iii. "the Sharers" means the Tenant and the Sharer in Shared Accommodation,
- 5.2 The Sharers are jointly and severally liable for all Tenant's obligations in this Agreement, other than payment of Rent.
- 5.3 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.
- 5.4 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.

6 RENT

- 6.1 The Rent for the Accommodation is as stated on page 1 of this Tenancy Agreement. We acknowledge you have paid the Advance Payment of £500 which will be credited to your rent account.
- 6.2 The Rent shall be inclusive of energy including electricity and gas.
- 6.3 If the Rent is not paid in full you hereby agree to pay us the rent in equal monthly instalments due on the 10th of each month from 10 September 2026 – 10 July 2027 if you have a 50-week tenancy or from 10 September 2026 – 10 May 2027 if you have a 39-week tenancy. We will confirm the amount of the equal monthly instalment when you set up the payment plan with us.
- 6.4 If you have a 39-week or 50-week tenancy and paid the rent in full for the Period of Let before 4 September 2026 you are entitled to a 2% discount of the full rent. If you thereafter terminate this tenancy prior to 4 January 2027 the 2% discount will no longer be applied and the additional 2% rent added to your rent as per the rent schedule.
- 6.5 If you move out before the end of the Period of Let, you remain liable for the Rent for the full Period of Let as provided for on page 1 of this Agreement.

7 VISITORS AND GUESTS

- 7.1 You are responsible for the behaviour of any of your guests or visitors. You 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.
- 7.2 Overnight guests are not permitted.

8 FIRE SAFETY

- 8.1 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.
- 8.2 You must only use fire appliances for fighting fires. Extinguishers must be readily available at all times if there is an emergency. You must not move them from their existing location in the Premises or put them in a cupboard.
- 8.3 All Premises have a smoke detector in the hall just outside the kitchen. You must not wedge the kitchen door open when cooking. When cooking you will ensure the kitchen door is closed, the cooker hood fan is on, and windows are open to prevent unnecessary fire alarm evacuations.
- 8.4 Fire doors must not be propped or wedged open. Should there be a fault with the fire doors, you must report this to be repaired as soon as possible.
- 8.5 You must evacuate the building immediately and calmly on hearing a fire alarm. You must read the detailed fire evacuation notice on the back of the bedroom door and make sure you know where your evacuation assembly point is.
- 8.6 You do not need to evacuate the Premises during the pre- advertised weekly tests. We will advise you of the time of the weekly tests.
- 8.7 At a scheduled evacuation, flats and bedrooms will be checked to ensure you and the Occupiers have complied with this requirement.
- 8.8 You must always ensure all exit routes, corridors, floor space, and stairwells are clear and unobstructed.
- 8.9 You shall not do anything or allow anything to be done in the Premises, or the development of which the Premises forms part, 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.

- 8.10 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.

9 CONTENTS

9.1 Our Contents and Equipment

- 9.1.1 The Landlord shall prepare an Inventory of Contents which will be given to the Tenant at the start of the Period of Let. The Tenant will check the Inventory within five days of receiving the keys or key fobs. The Inventory must be returned to the Accommodation Office within two weeks. The Inventory will also be checked on or immediately prior to the date on which the Tenant vacates the Accommodation.
- 9.1.2 Where we have provided contents and in particular 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, 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 the Landlord's Equipment fair wear and tear excepted. You hereby undertake to pay the said charges.
- 9.1.3 You will keep the contents and the Landlord's Equipment clean to the satisfaction of the Landlord and will leave same in good order at the termination of this Agreement, fair wear and tear excepted.
- 9.1.4 The Landlord will repair or replace any of the contents or Landlord's Equipment supplied which become defective and will do so within a reasonable period of time of having become aware of the need to do so. Nothing contained in this Agreement makes the Landlord responsible for repairing damage caused wilfully or negligently by the Tenant or anyone visiting the Tenant.
- 9.1.5 You will leave the contents of the Premises and Accommodation in the same rooms and in the same positions as shown in the Inventory.
- 9.1.6 You hereby agree to pay the cost for any of the contents and Landlord's Equipment which are destroyed, damaged, removed or lost during the period of occupancy, fair wear and tear excepted. The costs involved in making good any damage or cleaning found necessary will be charged to you. We will advise you within five weeks of the termination of this Agreement of any such costs. You hereby undertake to pay the said costs within two weeks of us so advising.

9.2 Your belongings

- 9.2.1 You are entitled to bring personal belongings and electrical appliances such as hair care equipment, shavers, gaming consoles, music players, air fryers, televisions, and computer equipment into the Premises. You must ensure your electrical appliances are in a good state of repair and in proper and safe working order and compliant with British Standards. We are entitled to request evidence that any portable electric appliances are either less than one year old or failing such evidence we may require you to provide a Portable Appliance Testing Report (PAT) from a qualified electrical inspector. We have the right to

remove any electrical appliance that is not safe or complies with British Standards or trips the power within the Premises.

- 9.2.2 You must unplug all electrical appliances when not in use.
- 9.2.3 Traditional chip pans, deep-fat fryers, rice cookers, pressure cookers, slow cookers, portable washing and drying machines, candles, fairy lights, fireworks and any items using or requiring a naked flame are prohibited.
- 9.2.4 No cooking appliances or kettles are to be used within your room. Cooking appliances can only be used in the kitchen area, and only on the kitchen worktops, not the floors.
- 9.2.5 You are prohibited from bringing any domestic upholstered furniture into the Premises.
- 9.2.6 Lithium battery-powered transport devices, such as e-scooters, hover boards, and e-skateboards, are prohibited.
- 9.2.7 You are not permitted to install any CCTV or other video or image recording surveillance system device within your room, flat, or the Premises, which may intrude on the privacy of others. If any CCTV or other such device is installed, we will require these to be removed immediately upon notification by us at your cost (which shall include, but is not limited to, the cost of making good any resultant damage).

9.3 Insurance

- 9.3.1 We will provide a basic level of contents cover with a provider of our choice. You are responsible for checking the policy is appropriate to their needs by contacting the insurance company direct on www.students.howdengroup.com. We are not responsible for assisting in the administration and performance of the contract of insurance. You are responsible for extending the cover to meet their specific needs.
- 9.3.2 Edinburgh Napier University cannot take any responsibility for missing or damaged post or parcels.

10 USE OF THE PREMISES AND ACCOMMODATION

10.1 Use

- 10.1.1 You must take entry to the Accommodation and use it as Student Accommodation. 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, engaging in studies, attending classes, logging regularly into Moodle, etc.

10.2 Smoking

- 10.2.1 Smoking and vaping are not permitted in the Accommodation, the Premises, or the building of which the Premises forms part or any other flats or buildings within our ownership, management, or control ("our Buildings"). Smoking out of the windows in our Buildings is also prohibited. Smoking is only permitted outside our Buildings.

10.3 Rubbish Disposal

- 10.3.1 You must dispose of any food waste properly in the rubbish bins provided. You must not leave rubbish or bottles lying around the Accommodation or the Premises or on the doorstep, stair, landings, common passageway, or footpaths of the development of which the Premises form part. You must put all your household rubbish for collection in the bin

store or other proper place allocated for it. You must take reasonable care to see that your rubbish is properly bagged.

10.4 Animals

10.4.1 You shall not keep or permit to be kept any animal, bird, reptile, or domestic pet of any kind in the Premises nor allow entry of any pets/animals into the Premises including flats and common stairwells. Assistance Dogs, such as Guide dogs, Hearing dogs or Support dogs are permitted with our prior written permission. If permission is given for an Assistance Dog, the Tenant, will follow such guidelines as may be issued by Assistance Dogs UK in relation to the keeping and care of Assistance Dogs.

10.4.2 Any Assistance Dog (where permitted) will be kept under supervision and control to ensure that it does not cause deterioration in the condition of the Premises, its contents or common areas or cause nuisance or annoyance to other Occupiers. The Tenant accepts that we reserve 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.

10.5 Illegal and Immoral Purposes

10.5.1 You must not use or allow the Premises to be used for illegal or immoral purposes. This includes but is not limited to the following: using or dealing in controlled drugs; dealing in prescription drugs; using or dealing in legal highs; dealing in stolen goods; illegal betting and illegal gambling.

10.6 Common Parts

10.6.1 You are 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 and tidy 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.

10.6.2 You 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.

10.6.3 You 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.

10.7 Decoration and Blu Tack etc

10.7.1 The Tenant agrees not to make any alteration to the Premises, its fixtures or fittings, the contents or to the Landlord's Equipment nor to carry out any internal or external decoration without our prior written consent of the Landlord.

10.7.2 The use Blu-Tack, White-Tack, Sellotape, or any other adhesive on the interior walls or woodwork or on any other part of the Premises is prohibited. 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.

10.8 Reasonable care

10.8.1 You and your visitors must take reasonable care to prevent damage to:-

- The Accommodation, the Premises, and the building of the block of flats of which the Premises form part.
- Decoration
- The Contents
- The Landlord's Equipment.

10.8.2 You are not permitted to open the windows beyond the restrictors at any time. You must notify the Landlord if restrictors are found to be faulty.

10.8.3 Extractor fans in WCs, shower rooms, and ensembles must be switched on at all times to keep the Premises free of condensation and mould.

10.8.4 You are not permitted to use heaters to heat the Premises including but not limited to Calor or other bottled gas heaters.

10.8.5 You are responsible for keeping your Accommodation clean and tidy. You, together with the other Occupiers are responsible for keeping the Premises clean and tidy.

10.9 Storage

10.9.1 Nothing belonging to the Tenant or a visitor may be left or stored in the common stair or corridors. In particular, 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 or other items will result in a charge being raised against the Tenant. You hereby undertake to pay the said charges.

10.9.2 The storage and charging of electric scooters, bicycles, or any other electric modes of transport, are not permitted.

10.9.3 You shall not keep or permit to be kept any car, motorcycle, or other vehicles, trailers or caravans in the Premises or the building or grounds of which the Premises form part including on pathways.

10.10 Parking

10.10.1 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/motorised vehicle e.g. motorbike in any circumstances or parking charges issued by the City of Edinburgh Council.

11 REPAIRS, MAINTENANCE AND ACCESS

11.1 You must report to us, as soon as reasonably possible, any damage or repairs to the Premises or Accommodation or loss or damage to our property.

11.2 You will be liable for the cost of repairs or damage where the need for them is attributable to your fault or negligence, or any of your guests or visitors.

11.3 You 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 Accommodation and contents and to carry out repairs and maintenance. 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. More than one access visit may be required to complete repairs and maintenance. In the event of an emergency, you agree to give us immediate access to the Premises and the Accommodation when requested.

- 11.4 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.
- 11.5 Notwithstanding the foregoing, the Landlord shall be entitled to take 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.
- 11.6 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. We may require access to flat and bedrooms for our annual open days and site visits for which your flat may be selected. As a Tenant you will be informed prior to access being permitted.
- 11.7 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. Any disruption caused by neighbouring building works during the term of this Agreement, may not form the basis for any claim for discount of Rent, compensation, termination of this Agreement or a request to relocate to other student accommodation. Due to the nature of the development the provision of wi-fi/internet connection, power, and water supplies may be interrupted, and you may experience problems with, for example, plumbing or drainage.
- 11.8 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. The Tenant agrees to relocate on seven days written notice or in the case of an emergency, immediately if in the sole opinion of the Landlord immediate relocation is necessary. Such disturbance or relocation shall not be grounds for the Tenant to seek early termination of this Agreement, a reduction in Rent or compensation.
- 11.9 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, some services such as the lifts, wi-fi/internet provision, etc. may be affected, and such disturbance or service interruption shall not be grounds for the Tenant to seek early termination of this Tenancy Agreement, or a reduction in Rent/compensation.
- 11.10 From time to time, there may be a lift breakdown or an interruption in the lift service. We will endeavour to repair the lifts as soon as reasonably practicably possible. Should there be a Health and Safety risk or if of concern to you for a reason such as mobility, you must notify us as soon as possible. In the event of a lift entrapment, you must follow the "Lift Entrapment Guidelines" located within the lift and activate the Emergency Call Button for Staff support. Under no circumstances should you attempt to forcefully prise open the lift doors.
- 11.11 In the event of an essential pest control treatment programme, you agree to give access to the Premises and Accommodation for treatment on less than 24 hours written notice. We may need to move you as part of our maintenance process. We will endeavour to complete the treatment programme in a timely manner. There may be occasions for additional treatment or revisits where further access will be required. You hereby agree to give such access.

12 RESPECT FOR OTHERS AND ANTI-SOCIAL BEHAVIOUR

12.1 You or your visitors must not harass or act in an antisocial manner to, or pursue a course of antisocial conduct against, any person in the neighbourhood. Such people include other Occupiers, Tenants, visitors, our employees, agents, and contractors.

12.2 'Antisocial' means causing or likely to cause alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property. Harassment of a person includes causing the person alarm or distress. Conduct includes speech. A course of conduct must involve conduct on at least two occasions.

12.3 In particular, you and your visitors must not:

- make excessive noise. This includes, but is not limited to the use of computers, gaming consoles, and musical instruments;
- allow visitors to be noisy or disruptive;
- use the Premises, or allow them to be used, for illegal or immoral purposes including the use and possession of illegal or prohibited drugs or legal highs;
- abuse alcohol;
- possess or use any of any firearm (whether licensed or not) or offensive weapon including but not limited to a ball-bearing gun, catapult or knife or sports equipment such as archery equipment, fencing foils and ice axes;
- threaten, intimidate, or abuse any person in the Premises, or the building or grounds of which the Premises form part;
- harass or assault any person in the Premises, or the building or grounds of which the Premises form part, for whatever reason. This includes that person's race, colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;
- use or sell unlawful drugs or sell alcohol or prescription drugs;
- smoke or vape in the Premises or any part of the common parts or our Buildings;
- vandalise or damage the Premises or any part of the common parts or our Buildings;
- leave rubbish in unauthorised places;
- throw rubbish out the windows;
- run a business from the Premises;
- display anything likely to cause offence on windows, flat hallway chalk boards, or any of our Buildings such as flags, posters, and stickers;
- 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 form part;
- have parties or BBQs in the Premises or the building or grounds of which the Premises form part;
- use drones in the Premises or the building or grounds of which the Premises form part;
- play football or other sports in the grounds of which the Premises form part.

12.4 The prohibitions on behaviour listed above do not in any way restrict the general responsibilities in Clauses 12.1, 12.2 and 12.3 above.

13 DAMAGE

13.1 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 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.

14 SUBLETTING AND ASSIGNATION

- 14.1 The Tenant shall not have the right to assign their interest in this Agreement or sub-let the Premises or the Accommodation in whole or in part.

15 RELEASE FROM TENANCY

The Tenant will only be released from this Agreement under this Clause.

15.1 Ceasing to be a student

In the event of the Tenant ceasing to be a student at Edinburgh Napier University the Tenant must inform the Accommodation Officer and accommodation@napier.ac.uk immediately in writing and ensure the completion of all necessary documentation before approval of early termination from Edinburgh Napier University. The student accommodation team will then start the 28 days' notice in writing. The Tenant must supply the following documentation, namely the letter from the Tenant's PDT (Personal Development Tutor) confirming withdrawal and a completed Early Termination form. The 28-day notice will begin on whichever document is received last. This will be subject to a £50 early termination fee.

- 15.1.1 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.

15.2 Tenant wishing to vacate.

- 15.2.1 In the event of the Tenant wishing to vacate the Premises prior to the Termination Date on Page 1 of this Agreement it shall be the Tenant's responsibility to find a replacement Tenant who meets with our approval. A replacement must be of the same gender, level of studies PG/UG, age bracket, and academic tenancy length requirement as the Tenant they will be replacing.
- 15.2.2 Only once the replacement student has been approved by the Student Accommodation Staff, complete the application process, and had a 4-hour period from collection of the key/fob, will the current Tenant cease to be financially liable for the Rent and other charges.
- 15.2.3 The Tenant will remain liable for the Rent and other charges in respect of the Premises until the replacement Tenant moves in, or the date of termination of this Tenancy Agreement as shown on page 1, whichever is the later.
- 15.2.4 In the event of a suitable replacement Tenant being approved we shall refund the proportion of any advance payment of Rent as may remain after deduction of (1) any Rent due by you until the date of occupation by the new occupier and (2) Administrative, legal, factorial, cleaning and other costs incurred by us in reletting the Premises which will be charged to you. If these costs exceed the proportion of the advanced payment, you shall be liable to reimburse such shortfall as may be due by us.

16 TERMINATION

- 16.1 This Agreement can be ended in any one of the following ways.

(a) End of Period of Let

You will remove from and vacate the Premises without any legal warning or process of removal at the Termination Date.

(b) By Notice from You that you are no longer a full-time student.

All as provided for in Clause 15.1 above. Such notice should be given to the Accommodation Officer and accommodation@napier.ac.uk.

(c) By Notice from us for Breach of this Agreement.

By us giving you twenty-eight days' written Notice to Quit because you have broken one or more terms of this Agreement. Where this applies, this Agreement will be terminated at the end of the twenty-eight days, and you will require to vacate the Premises and the Accommodation.

In the event of you causing serious danger, we may serve a Notice to Quit on you on less than 28 days' notice and on a basis of what is considered reasonable under the individual circumstances. In exceptional circumstances, we may issue you with 24 hours' Notice to Quit at the end of which this Agreement will be terminated and you will require to vacate the Premises and the Accommodation.

The following are examples of breaches that entitle us to serve notice in terms of this Clause:

- You have failed to pay the Rent;
- You have failed to disclose a criminal conviction;
- You are no longer a full time student;
- You, or someone visiting you have been using the Accommodation or the Premises, or you have allowed them to be used, for illegal or immoral purposes;
- You, or someone visiting you have harassed, threatened, or assaulted any person in the Accommodation, Premises, or the building or grounds of which the Premises form part;
- You, or someone visiting you have used or carried any offensive weapon in the Accommodation, Premises or the building or grounds of which the Premises form part;
- You, or someone visiting you have used or sold drugs or alcohol in the Accommodation, Premises or the building or grounds of which the Premises form part;
- You, or someone visiting you have vandalised or damaged our property in the Accommodation, Premises or the building or grounds of which the Premises form part;
- You, or someone visiting you have acted in an anti-social manner in the Accommodation, Premises or the building or grounds of which the Premises form part;
- The condition of the Accommodation, Premises, furniture, or Landlord's Equipment as deteriorated because of your fault or negligence, or the fault of someone visiting you;
- You have failed to relocate when required by us;
- You have failed to give us or any of our agents or contractors access to the Accommodation or Premises to carry out an inspection or repairs;

The above breaches are illustrative only and do not in any way restrict our right to terminate this Agreement under this clause due to any other breach of this Agreement by you.

- 16.2 We will give you a notice to quit package giving details on cleaning requirements, returning the fob, etc. You will receive an email approximately 2-6 weeks after the official tenancy end date confirming any end of lease charges or confirming no end of lease charges. All students who incur any end of lease charge(s) will be subject to a £10 administration fee. We strongly advise that you contact the Student Accommodation office if you have not received an email regarding end of lease charges to your university email address 8 weeks after your official tenancy end date.
- 16.3 Before moving out of the Premises, you must:
- leave the Premises in a clean and tidy condition;
 - remove all your belongings;
 - check with us to make sure that you have paid all payments due to us;
- 16.4 You must 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 Agreement. We will charge you the full cost of replacement any keys or key fobs not returned.

17 COMPLETING THIS AGREEMENT

By signing below, you are completing a legally binding contract committing you to the terms of this Agreement until the termination date stated on the first page of this Agreement.

You understand that entering a contract for alternative accommodation will not be sufficient grounds to entitle you to terminate this Tenancy Agreement.

For a physical copy, you should sign in the space below completing the blanks.

If completing the 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.

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.

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: _____

Witness Signature: _____

Witness Full Name (Block Capitals): _____

Witness Address: _____

Date: _____