

OCCUPANCY AGREEMENT 2017/2018

Please read the Occupancy Agreement and your Offer carefully before accepting the Accommodation.

IMPORTANT INFORMATION

Please carefully check the Commencement Date and Termination Date of your occupancy. Once you have accepted this agreement (either during the online application process or in person) you have entered into a legally binding agreement.

Your electronic acceptance acts in the same way as a signature on a document. Once you accept the terms of this Occupancy Agreement you are liable for all Sessional Charges (Rent) that apply. If you do not understand this document or would like parts of it explained please contact Accommodation Services for further assistance before accepting your offer. You can call us on 01786 467060 or email us at accommodation@stir.ac.uk

The following terms shall have the meanings as specified:

- "Accommodation" means a room within a flat, a studio flat, a house, a chalet, a halls of residence and/or a flat as the context requires.
- "Commencement Date" means the date from which your period of occupancy in Accommodation starts.
- "Termination Date" means the date you are required to leave the Accommodation.
- "Sessional Charge" means the rent payments for the agreed Accommodation.
- "Period of Occupancy" means the period of time for which you have reserved Accommodation.
- "You" means the student to whom this Occupancy Agreement is applicable.
- "University" means the University of Stirling.
- "Accommodation Services" is the department which manages Accommodation and is the official representative of the University of Stirling.
- "The Offer" means the specific terms of the Offer of Accommodation allocated to you
- "Show Flat" means a flat where the communal areas will be used to show prospective students Accommodation during student recruitment events including but not limited to Open days, Applicant days and International Agents visits
- "Show Room" means a bedroom within a Show Flat that will be used to show prospective students Accommodation during student recruitment events including but not limited to Open days, Applicant days and International Agents visits
- "Quiet flat" means a flat where all students have agreed to respect quiet living. This includes keeping the volume of televisions and audio equipment low and being considerate regarding noise levels. Please note, it is not possible to regulate the levels of external or environmental noises.
- "Alcohol-free Flat" means a flat where all students have agreed not to drink alcohol in the flat. An Alcohol-free Flat is also a Quiet Flat
- "Visitor" means an invited guest
- "Overnight Visitor" means an invited guest who may stay for no more than 2 nights

Rent Prepayment (Postgraduate Students Only)

- You agree to make a prepayment of rent to the value of £300.00 during the acceptance process for Accommodation.
- The £300.00 prepayment will be credited to your rent account and will be deducted from the first rent payment due.
- The rent prepayment is not returnable in the event of cancellation by you prior to, or during the period of occupancy, with the exception of international student visa refusals as out lined above and in accordance with distance selling regulations.

If you are an international student who has been refused a visa, you must notify Accommodation Services immediately and, in any event, before the Commencement Date. Accommodation Services will release you from your obligations once proof of the visa refusal has been provided. If this is after the Commencement Date, Accommodation Services will charge the Sessional Charge as stated, on a pro rata basis, until the date that this proof is received.

1. Use of Accommodation

- i. This Occupancy Agreement is between the University of Stirling a Scottish Charity (Number SC011159) having its Registered Office at The University of Stirling, Stirling, FK9 4LA (“the University”) and You.
- ii. Accommodation Services in terms of this agreement allows you to live in the Accommodation specified in the above offer within the property specified above (“the Property”).
- iii. Accommodation Services reserves the right to move residents either temporarily or permanently for reasons as deemed necessary, this will not occur without good reason.
- iv. The occupancy of the Accommodation will start on the Commencement Date and will continue until the Termination Date. You will be entitled to occupy the property from a time to be notified on the Commencement Date until 9.30am on the Termination Date. Once accepted this Occupancy Agreement is binding and you will be held liable for the full Sessional Charge for the Period of Occupancy as outlined above.
- v. The Period of Occupancy and any rights you have to reside in the property will terminate if you cease to be a registered student or are granted leave of absence.
- vi. Unless otherwise stated you must use the Accommodation only as a single occupancy study bedroom, i.e. you cannot have another person living with you.
- vii. Accommodation Services has the sole right to allocate Accommodation without the requirement for consultation period.
- viii. Accommodation transfers will only be considered when all students waiting for Accommodation have been allocated, unless a special case merits the consideration and approval of the Head of Accommodation Services. The case should be submitted in writing to Accommodation Services.
- ix. You will not be considered for Accommodation transfers if in arrears of rental payments.
- x. Under no circumstances are you permitted to move Accommodation without prior agreement from Accommodation Services.
- xi. An administration fee of £25 per person is payable prior to Accommodation transfer. Where an agreed Accommodation transfer subsequently fails to take place the fee will not be refunded.
- xii. The University deems the transfer to be complete only once a request to transfer has been agreed, the administration fee payment has been made in full and the new Occupancy Agreement signed. At this time you are eligible to move.
- xiii. The whole terms of this Occupancy Agreement as detailed are transferable to any new allocated Accommodation.
- xiv. Accommodation Services has the right to terminate this agreement if, through no fault of their own the Accommodation becomes severely damaged and is deemed unfit for occupation or are unable to provide the Accommodation as a result of events beyond their control.
- xv. When you accept this Occupancy Agreement you also accept registration by Accommodation Services for any purposes required by law.
- xvi. The Head of Accommodation Services or nominee will be the sole judge on any question relating to interpretation, conduct, enforcement or termination of this Occupancy Agreement.

2. Charges

- i. The Sessional Charge for living in the property is set out in The Offer together with the number of instalments chosen by you under the payment plan. The due dates for payments are shown on your accommodation dashboard, and the invoice will be visible once you have arrived in your accommodation.
- ii. If you are in attendance for half or part of a session you will be liable to pay the appropriate amount of the Sessional Charge. You do not have the option to pay by instalments.
- iii. You agree to ensure sufficient funds are available to cover the direct debit payments on the due dates under the chosen payment plan. Accommodation Services does not accept liability for bank charges incurred by you.
- iv. You agree to ensure the full payment of rent is received if you undertake a bank transfer and you are liable for any costs incurred in making the transfer.
- v. You are responsible for ensuring that any request for cancellation of a direct debit is communicated to Accommodation Services at least one week prior to the date that the direct debit would be due. It is also your responsibility to make these changes directly with your bank. Accommodation Services does not accept liability for bank charges incurred by you.

- vi. VAT is currently not payable on Sessional Charges. The University reserve the right to charge VAT at the published rate if it becomes payable during the Period of Occupancy (for example if there is a change in the law).
- vii. All rental charges are inclusive of reasonable usage of utilities, including heat and electricity. If, in the reasonable view of the University, excessive amounts of utilities are used, the University reserve the right to invoice students for any additional costs. In the event of excessive usage you will be notified by Accommodation Services of the excessive usage. You will be charged thereafter for any subsequent excessive use.
- viii. All residences are supplied with access to the University Wi-Fi/broadband network included in the Sessional Charge. There is no refund payable if you choose not to use the said provided network.

3. Student Show Flats

- i. Accommodation Services require to have flats available for new students to view on open days and applicant days (typically, but not limited to 4 days per academic year)
- ii. If you are allocated Accommodation within a show flat you agree to the common areas within the flat to be available to the potential students and their families on all open days and applicant days and to international agents from time to time.
- iii. The following flats will be dedicated as “show flats” for session 2017/18:
 - Beech Court Flat 2B and Flat 2G
 - Andrew Stewart Hall Level 5 (East)
 - Muirhead House Flat 3/2/1
 - Polwarth House Flat 2/2/1
 - Fraser of Allander Flat 1/5/2 and 6/5/2
- iv. If you are allocated a show room within a show flat you agree to your room being available to potential students and their families on at least one open day and at least one applicant day during the Occupancy Period and to international agents from time to time.
- v. The following bedrooms within the above mentioned flats will be dedicated as “show rooms” for session 2017/18:
 - Beech Court Flat 2B Room 15
 - Beech Court Flat 2G Room 47
 - Andrew Stewart Hall Room 5/01E
 - Andrew Stewart Hall Room 5/04E
 - Muirhead House Flat 3/2/1 Room 2
 - Polwarth House Flat 2/2/1 Room 2
 - Fraser of Allander Flat 1/5/2 Room 2
 - Fraser of Allander Flat 6/5/2 Room 3
- vi. If you are allocated a show room you will be required to vacate your room between 8am and 5pm on the advised dates and your Sessional Charge will be reduced by £100. The £100 will be deducted from your final rent instalment.
- vii. In addition to these show rooms for open and applicant days, there will be 2 rooms that will be used throughout the year for viewing by potential students with accessibility requirements. These rooms are:
 - Willow Court Flat 1C Room 4
 - H H Donnelly House Flat 4/5/1 Room 1

The students occupying these rooms will be notified prior to a visit and these visits will only be short (approximately 30 - 60 minutes).
- viii. The potential students, their families and agents will always be accompanied by a Student Ambassador or member of University staff while in the show rooms and show flats.
- ix. Accommodation Services will provide at least 3 days’; notice of the date that your show room or show flat will be required for this purpose.
- x. Accommodation Services will provide additional housekeeping prior to the events, but we ask that you leave it tidy and presentable.

4. Quiet & Alcohol Free Flats

The allocated quiet and alcohol free flats for session 2017/18 are as follows:

Quiet Flats

- Pendreich Way Chalets 5, 6, 7, 8, 9 & 10
- Spittal Hill Chalet 2, 4 & 6
- John Forty's Court Flats 2, 4, 21, 23, 26 & 28
- Union Street, Stirling Flats 2A, 2C, 2E, 2G, 6A & 6D
- Lower Bridge Street Flats 6G & 6H
- Bayne Street Flats 3C, 3F, 5C & 5F
- Muirhead House (All Flats)
- Polwarth House Flats 1/3/1, 1/3/2, 1/4/1, 1/4/2, 1/5/1 & 1/5/2
- Andrew Stewart Hall Levels 7, 8 & 9 (East Wing)
- Alexander Court Flats 35 & 37
- Willow Court Flats 1E, 2E, 3E & 4E
- Beech Court Flats 1A, 1H, 2A, 2H, 3A, 3H, 4A, 4H, 5A & 5H
- Juniper Court Flats 1A, 1H, 2A, 2H, 3A, 3H, 4A, 4H, 5A & 5H

Alcohol Free Flats

- John Forty's Court Flats 2 & 26
- Union Street, Stirling Flat 2G
- Muirhead House Flats 1/2/1, 1/2/2, 1/3/1, 1/3/2, 1/4/1, 1/4/2, 1/5/1 & 1/5/2
- Polwarth House Flats 1/4/2, 1/5/1 & 1/5/2
- Andrew Stewart Hall Level 9 (East Wing)
- Beech Court Flats 3A & 4A
- Juniper Court Flats 1A, 2A, 3A, 4A & 5A

By accepting your accommodation offer, you accept that you will reside in these flats under the meanings specified at the start of this Occupancy Agreement.

5. Visitors

- Unless otherwise stated the Accommodation is only suitable for occupancy by one person and dual occupancy is not allowed. However the University appreciates that some students will want to bring friends back to their Accommodation who may wish to stay overnight. It is the University's aim to create and maintain a harmonious living environment for all residents and having the co-operation of all residents will help to achieve this. Therefore we may allow occasionally a family member or friend to share your Accommodation for a maximum of two consecutive nights in any 7 day period.
- Residents MUST notify their fellow residents/flatmates if they plan on having an overnight guest and if a fellow resident objects their feelings should be taken into consideration. Residents should be particularly sensitive in female only or male only Accommodation when considering inviting guests of the opposite sex to remain overnight.
- Only one overnight visitor is allowed at any time

6. Contents and Damage

- You will meet the cost of making good any damage or loss caused to the Accommodation or its furniture. Any loss or damage to the Accommodation or furniture provided must be reported as soon as practicable to Accommodation Services, who will instruct the necessary repair work to be carried out and invoice all costs to the student(s) accordingly.
- You will complete an inventory form, provided on arrival at the Accommodation, and return the completed form to the reception desk within 7 days of arrival. Any damage found at the Termination Date when compared to the completed inventory will be invoiced to you.
- You shall not alter the fabric of the Accommodation or its furniture and shall maintain the Accommodation and its furniture in good / clean condition throughout the period of the occupancy and leave it in such good / clean condition at the Termination Date, fair wear and tear excepted.
- You will be held responsible for the costs of any breakages or damage to the room or property on an individual basis and are liable jointly and severally with other students for any damage or breakages in shared areas and the costs shared as such. You will notify Accommodation Services of any damage or fault in the Accommodation, property or its contents immediately.
- You will not remove any contents or furnishings detailed on the inventory form from the Accommodation.

- vi. You are entitled to bring extra furniture into the Accommodation and property only with the prior written permission of Accommodation Services. Accommodation Services has the right to refuse such a request. You are required to remove all such items at the Termination Date. In the event that you fail to do so Accommodation Services reserves the right to dispose of such items. You hereby agree to reimburse Accommodation Services for any costs incurred as a result of disposal.
- vii. You are entitled to bring electrical items into the Accommodation and property subject to them being safety tested (PAT) prior to arrival. Accommodation Services require evidence that this has been satisfactorily carried out. Accommodation Services has the right to refuse to allow any item to be brought into the Accommodation and / or property. Any repair or replacement of electrical equipment belonging to you remains your responsibility.
- viii. You will not prepare or cook food in a bedroom and the use of kitchen equipment such as kettles, toasters and rice cookers is prohibited in bedrooms. These items must be utilised within the kitchen area only.
- ix. The University will insure the property, furniture, fittings and equipment which are provided under the terms of this agreement. Insurance is provided for your personal belongings, the cost of which is included in the Sessional Charge. You should check whether you require any extra cover and apply directly to the insurance company to purchase this.
- x. You and your visitors must take reasonable care to prevent damage to:
 - The property and the Accommodation;
 - Decoration of the property and / or Accommodation
 - The University's furniture;
 - The University's fixtures and fittings;
 - The common parts

7. Car Parking

- i. Information on car parking is at www.stir.ac.uk/estates/servicesweoffer/parkingtravelmanagement/. You are required to comply with these regulations.

8. Cleaning of Accommodation and Property

- i. You must ensure your Accommodation / property is kept clean, tidy, and in a hygienic condition and free from an accumulation of refuse.
- ii. You must, in turn with all other students sharing the property, leave the shared communal areas in a reasonably clean, tidy and hygienic condition. In particular you are required to:
 - a. clean up spillages
 - b. keep fridges and freezers tidy and throw away unwanted food
 - c. keep the oven, grill pan and microwave free of cooking debris
 - d. keep surfaces, worktops and windowsills clear
 - e. wash up and put away crockery and cutlery
 - f. avoid leaving personal belongings in kitchens, corridors or bathrooms
 - g. put all rubbish and recycling in appropriate bins
 - h. take your rubbish to the refuse and recycling points at weekends and during University holidays
 - i. not throw food out of kitchen windows as this encourages vermin
- iii. Housekeeping staff are there to assist with cleaning and work Monday to Friday, excluding university holidays. They will assist with the cleaning of the communal kitchen areas and toilet and shower facilities weekly. Ensuite facilities will be cleaned weekly. Housekeeping staff will not clean, bedroom areas in ensuite rooms or standard bedrooms.
- iv. The University reserves the right to withdraw this service in extenuating circumstances e.g. staff absence.
- v. Accommodation Services has the right to come into the Accommodation and the property to undertake a cleaning and / or safety inspection. Accommodation Services will give 24 hours' notice of when such access is required. You hereby agree to provide such access as is required for such cleaning inspections. Accommodation Services reserves the right to gain access to the Accommodation in the event you are unable to or refuse to provide such access.
- vi. Should the Accommodation or the property be found to be in an unsatisfactory condition, Accommodation Services will be entitled to instruct cleaning of the Accommodation or the property at the expense of the student or students sharing the property. You hereby agree to pay the cost for the said cleaning and give access for cleaning to take place.

9. Smoking and Health and Safety

- i. You and your visitors are prohibited from smoking, including the use of vapour and e-cigarettes, in any area of the property.
- ii. You are not permitted to use candles or similar burning or smouldering materials (such as incense, fireworks, etc.) within the property, whether lit or unlit. Accommodation Services reserves the right to remove candles or similar burning or smouldering materials immediately.
- iii. You must immediately report any instance of an infectious or contagious condition or an accident suffered by you or your visitors whilst in the Accommodation or property to Accommodation staff.
- iv. You will not engage in any actions that are likely to impair safety in the property and endanger others in any way.
- v. You must familiarise yourself with and observe fire regulations and procedures displayed at the property and within Accommodation Services literature
- vi. You must always evacuate the Accommodation and the property on hearing the fire alarm and follow the designated evacuation routes (as indicated in all bedrooms) except during weekly alarm tests.
- vii. You must ensure all fire doors are closed and unobstructed at all times.
- viii. You must ensure all exit routes, corridors and stairways are clear and unobstructed at all times.
- ix. You must not tamper with or cover any fire equipment including fire blankets, extinguishers and smoke/heat detectors, break glass points, fire retardant tiles, automatic door closures etc.

10. Security

- i. You must not leave your Accommodation unlocked when vacant
- ii. You must not leave the flat door or access doors to the property unlocked
- iii. Any unauthorised access and entry to other Accommodation in the property or another property is forbidden.
- iv. You must report any loss of keys or access card to Accommodation Services as soon as reasonably practicable. In the event of a loss, a charge will be made by Accommodation Services for a replacement. You agree to pay for the cost of the replacement. Costs of replacement keys are available at each reception.
- v. You must not hand your keys or access card to anyone else for use.
- vi. You must produce a student ID card when requested to do so by University staff.

11. Mail and Parcels

- i. We ask you to agree and abide by the Student Mail and Parcels Procedures 2017/18 which are published on the accommodation pages of the University of Stirling website. Printed copies of the Student Mail and Parcels Procedures 2017/18 are also available from the accommodation reception desks.

12. Your General Obligations

- i. You should not modify or decorate the property or the Accommodation.
- ii. You are prohibited from attaching items to the walls with bluetac, sellotape or any other means. Any such items should be attached to notice boards.
- iii. You are not permitted to keep any pet or animal in the Accommodation or the property with the exception of assistance animals. Accommodation Services must have granted prior permission for any assistance animal in residences. When permission is granted you agree to ensure the welfare of any assistance animal is maintained. The University will seek medical confirmation of the requirement for an assistance animal.
- iv. You will abide and comply with Accommodation Rules of the building of which the Accommodation forms part published from time to time by the University.
- v. You are responsible for the purchase of a TV licence for any television owned and in use in the property or Accommodation.

The University will provide the townhouse Accommodation at Alexander Court, family Accommodation at Alexander Court and all Accommodation at Willow Court, Beech Court and Juniper Court (including the studio flats) with a TV licence for the University provided TV in communal areas. It is your responsibility to ensure you have the correct licence for any equipment used in bedrooms.

13. Code of Student Discipline

- i. You and your visitors must comply with the current regulations set out in the University Calendar in particular the Code of Student Discipline contained within Ordinance 2. You and your visitors must not in general terms harass or act in an anti-social manner towards, or to pursue a course of anti-social conduct against any person in the University or in the vicinity of the University. Such people include other students, visitors, those who work or study in the University, agents and contractors.
- ii. "Anti-Social" means causing or being 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 personal alarm or distress. Conduct includes speech.
- iii. You and your visitors must not:
 - Make excessive noise meaning noise which can be heard outside the Accommodation at any time, this includes, but is not limited to, the use of televisions, computer equipment, portable speakers, radios and musical instruments;
 - Be noisy or disruptive;
 - Use your Accommodation or allow it to be used for illegal or immoral purposes;
 - Leave rubbish in unauthorised places;
 - Harass or assault any person in the Accommodation, the property or in the vicinity of the University for whatever reason. This includes reference to race, colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief or status;
 - Access the roof or loft areas;
 - Use, carry or keep any type of firearm, other dangerous / offensive weapons, substance or any type of ammunition;
 - Use or sell unlawful drugs. In particular you or your visitors shall not have or permit any other person to have any controlled drug within the property, the Accommodation or in the vicinity of the property – all reports of drug misuse will be reported to the University Secretary and the Police;
 - Sell alcohol;
 - Obstruct or interfere with the functions, duties or activities of any student, member of staff or other employ, the University or any authorised visitor of the University;
 - Act in a violent, indecent, disorderly, threatening manner or offensive way (either expressed orally or in writing) including electronically whilst in University premises or engaged in any University activity;
 - Distribute or publish any poster, notice, sign or other publication which is offensive, intimidating, threatening, indecent or illegal or causes others to be fearful, anxious or apprehensive;
 - Use social network sites to harass, intimidate, threaten or cause offence to other students, staff or any authorised visitor to the University;
 - Cause damage to, or deface University property or the property of other members of the University community caused intentionally or recklessly, and mis-appropriation of such property;
 - Misuse or use in an unauthorised way University premises or items of property, including computer misuse;
 - Behave in a manner which brings the University into disrepute;
 - Throw any items from windows of the property.
- iv. Parties are not permitted within any property without the prior written permission of Accommodation Services, adequate notice should be given of such a request.
- v. The University reserves the right to report any criminal or anti-social behaviour including drug misuse to the University Secretary and the Police.

14. Repairs and Maintenance

- i. Accommodation Services agree to maintain the structure of the property, the Accommodation, fixtures and fittings and to carry out repairs within a reasonable period of time after being notified of faults.
- ii. Where a loss of power or heating occurs, the University will endeavour to remedy the situation as soon as reasonably practicable. Alternative areas will be provided for student use during any sustained loss of services.
- iii. When refurbishment / redevelopment work is being carried out there may be some disturbance and noise. The University regret any inconvenience which may be caused. Any disruption will be minimised and work restricted to standard daytime hours.

- iv. Accommodation Services has the right to come into the property to carry out reported repairs during reasonable times of the day. You hereby agree to give such access as required. In an emergency, the University reserve the right to make forcible entry to the Accommodation and the property.
- v. You must report to Accommodation Services as soon as reasonably possible any damage or loss to the property or the Accommodation. The following is not an exhaustive list, but it sets out the types of damage which most frequently occur, and which you should avoid:
 - ever deep frying in oil;
 - displaying stickers, notices, messages, etc. on the walls and doors; you should only use noticeboards for this purpose;
 - using adhesive tape or stickers on decorated surfaces
 - marking furniture – move it carefully, avoid scratches and take care with liquids and sprays (such as perfume)
 - marking floor coverings –irons, oil, wine, etc.
 - applying paint, stain, stencils or wallpaper
 - causing a blockage in any pipes or drains
 - not making sure the shower curtain is properly tucked in the shower
 - hanging washing from the ceiling
 - drying washing anywhere where there is not adequate ventilation
 - drying washing on the Accommodation heaters as this may be a fire risk
- vi. You must allow the University at reasonable times to enter the Accommodation for the purpose of inspection, cleaning, maintenance or repair. The University will not normally inspect Accommodation more than once in each Accommodation term. The University will try to give You reasonable advance warning of when Accommodation inspections are due to take place, usually by email, but this may not always be practicable. You should note that it is unlikely to be practicable to give notice when maintenance or repair is required.
- vii. You are also required to permit access for the University’s authorised contractors.
- viii. The University has an obligation to run the water in your en-suite shower room or washbasin at least every 14 days to maintain water hygiene. For this reason we need to know if you are leaving your Accommodation at any time for a period of 14 days or more. This is particularly likely at the Christmas and Easter semester breaks but may also be relevant if you leave Stirling for an extended work placement or return home if you are ill for instance. You should understand that your Accommodation will be accessed by University staff during the period of your absence to run the water for a 5 minute period.

15. Termination

- i. This Occupancy Agreement can be ended in any one of the following ways:
 - If you fail to occupy the Accommodation. You will remain liable for the Sessional Charge until a suitable replacement is found. This liability will last for the whole of the Period of Occupancy if no replacement is found.
 - Where you vacate without informing Accommodation Services. You will remain liable for the Sessional Charge until a suitable replacement is found. This liability will last for the whole of the Period of Occupancy if no replacement is found.
 - By ceasing to be a registered student at the University of Stirling (either by withdrawing or by leave of absence).
 - By breach of the Occupancy Agreement. Should any condition of this agreement be breached by you, Accommodation Services reserves the right to terminate this agreement. Accommodation Services shall give you notice to leave because one or more of the terms and conditions of this agreement have been broken. Accommodation Services reserves the right to give you immediate notice to leave. At the end of the requisite notice period you will be required to leave the Accommodation and the property and return all keys. If you fail to vacate the property, Accommodation Services will seek a court order for your eviction. You will remain liable for any unpaid Sessional Charges at the Termination Date.
 - In all cases you will be liable to pay a £400.00 release fee.
 - At the Termination Date. This Agreement will automatically terminate at the agreed Termination Date. Accommodation Services will notify you at least one month in advance of the agreed Termination Date. Where the Termination Date is reached no cancellation charges will apply.

- ii. Before moving out of the Accommodation you must:
 - Leave the Accommodation in a clean and tidy condition;
 - Remove all your belongings;
 - Ensure you have made all payments to Accommodation Services;
 - Arrange to leave a forwarding address and divert any mail;
 - Leave your keys / fobs or access card at the designated collection point.

16. General Provision

- i. If you want to send any form of document to us it will be sufficient if you send or deliver it to Accommodation Services, Willow Court, University of Stirling, FK9 4QZ or by e-mail to accommodation@stir.ac.uk. If Accommodation services want to send you any document it will be delivered to you at the Accommodation or via your University email account.
- ii. By accepting your offer of Accommodation, you are completing a legally binding contract committing you to all the terms of this agreement. The terms and conditions of this agreement replace the terms and conditions under any other Occupancy Agreement that you had with us before this agreement, in relation to any property owned or managed by the University.
- iii. You accept that the University is not liable for any injury to you or your visitor(s) as a result of any act or omission by you or the visitor(s) and you indemnify the University fully.

Appendix 1 - Gym Memberships

This section is only applicable if you are taking a contract which includes a gym membership. Please refer to your accommodation offer to confirm.

- Members are required to have their photograph taken and then present their membership card on each visit.
- Membership cards carry a photograph and membership number. Students and staff must use their University ID card as their membership card.
- Members will not be admitted free of charge to relevant sports facilities without their membership card. Members will be charged non-member rates without their card.
- Membership is non-transferable and for a period of 12 months.
- Student memberships are valid from date of joining until 15 September (beginning of next academic year).
- One semester memberships are only available to students attending the University for one-semester in the academic year and will expire on 15 January if bought in semester one or 15 September if bought in semester two.
- Refunds will not be considered for unused parts of a membership.
- Deliberate misuse of a membership card may result in membership being terminated.
- The University retains the right to close its membership list.
- All persons playing for or training with a Sports Union Club that uses University facilities must hold a current sports facilities membership.
- A £20 administration fee will be levied if unauthorised use of the sports facilities requires the University to raise an invoice for sports facilities membership.
- Partner membership is only available when a full alumni, student or staff membership is purchased.
- Child (age 4-15) and Child (age 16+ in Full-time education) membership is only available when a full adult, alumni, student or staff membership is purchased.