



Queen Margaret University

EDINBURGH

Accommodation Services, Queen Margaret University, Musselburgh, East Lothian EH21 6UU

Tenancy Terms and Conditions

1. **Interpretation:** Defined terms in these Tenancy Terms and Conditions shall have the same meaning as those specified in the Contract / Tenancy Letter unless specifically stated as otherwise and the Contract/Tenancy Letter (incorporating these Tenancy Terms and Conditions) constitute the "**Tenancy Agreement**".

2. **Prepayment:** The Tenant shall pay a **£250.00** sterling prepayment with the accepted Contract / Tenancy Letter. **The prepayment secures the Accommodation and is deducted from the total Rent due for the full Occupancy Period. This prepayment is NOT a tenancy deposit for the purpose of the Housing (Scotland) Act 2006. The Tenant will be charged and invoiced separately for any damages occurring throughout the period of residency.** The Landlord accepts payment by bank transfer, credit and debit card.

The Prepayment of £250.00 is non refundable in the event of the Tenant not taking up the allocated Accommodation or the Tenant vacating the Accommodation prior to the Occupancy End Date. Notwithstanding the foregoing the Landlord reserves the right to pursue the Tenant for any outstanding amounts due under the terms of the Tenancy Agreement.

No interest shall be paid by the Landlord to the Tenant for the prepayment.

3. **Payment:** Rent is payable in instalments as notified by the Tenant to the Landlord prior to moving in. If the Tenant elects to pay in **two** instalments, the rent is payable prior to or on 1st September and 5th January each year. Payment may be made by bank transfer, debit or credit card to the Landlord. **Please do not send cash through the post.** Alternatively, if the Tenant elects to pay in **eight** instalments, payment may be made through a direct debit arrangement.

If the Tenant elects to pay for accommodation by semester, rent due for Semester 1 must be paid at time of acceptance of the Contract, and the Prepayment must also be paid by the Acceptance Date specified in the Contract / Tenancy Letter. Payment of Rent for Semester 2 must be paid on or before 5th January each year. **A penalty fee** may be charged if payment for Semester 2 Rent is not received by the Landlord by the due date.

If paying for accommodation by direct debit, the completed Direct Debit mandate form (available on the eAccommodation Portal) should be provided to the Landlord on or before arrival, but the Prepayment **must** be paid to the Landlord by the Acceptance Date specified in the Contract / Tenancy Letter.

Failure to pay the Rent **in full**, together with any other charges payable by the Tenant in terms of the Tenancy Agreement, may result in the Tenant not being allowed to re-matriculate or graduate until the debt has been cleared. The Landlord also reserves the right to evict the Tenant for persistent non-payment of accommodation fees. The Tenant must not reduce any payment of the accommodation charges by making any deduction for it or by setting any sum against it for any reason.

The accommodation charges set out in the Contract/Tenancy Letter shall include normal residential use of electricity. The Landlord reserves the right to recharge the Tenant for non-residential, unreasonable or excessive use of such service.

4.1. Period of the Tenancy Agreement and Accommodation: The Room / Flat (as notified to the Tenant prior to moving in and herein referred to as the "Accommodation") within the block of the Halls of Residence (the "**Building**") is let to the Tenant for a **fixed period** as specified in the Contract / Tenancy Letter. The period of the Tenancy Agreement runs through the Christmas and Easter holidays and is independent of the semester dates which can vary by course.

In accepting the Tenancy Agreement, the Tenant is agreeing to pay the full Rent from the Occupancy Start Date to the Occupancy End Date (as detailed in the Contract / Tenancy Letter) as well as any additional amounts due for accommodation requirements that start before the Occupancy Start Date or end after the Occupancy End Date.

The Accommodation is let to the Tenant in accordance with Section 1 and Schedule 1 Paragraph 3 of the Private Housing (Tenancies) (Scotland) Act 2016.

The Tenant accepts the Accommodation in a clean, tidy and good and tenantable condition at the Occupancy Start Date.

4.2. The Landlord reserves the right to relocate the Tenant from the Accommodation on management grounds to alternative accommodation which is of a standard broadly comparable with the Accommodation and which is in an area from which there is reasonable access to Queen Margaret University's Craighall Campus of no more than 25 minutes.

4.3. If the Accommodation is unavailable for occupation in terms of the Tenancy Agreement and the Landlord has not provided alternative accommodation in terms of

Condition 4.2 above (or emergency sleeping accommodation), then the Tenant shall be entitled to a rebate of rent equivalent to the period that the Accommodation is unavailable.

5. Leaving Halls of Residence: **As stated, the Accommodation is leased to the Tenant for a fixed period. If the Tenant remains a matriculated student of Queen Margaret University (“QMU”) (or if applicable such other higher or further education establishment) and chooses to leave the Halls of Residence before the Occupancy End Date as detailed in the Contract / Tenancy Letter, the Tenant will remain liable for the full Rent together with any other charges payable by the Tenant in terms of the Tenancy Agreement. If in spite of this, the Tenant chooses to live elsewhere, the Tenant is obligated to formally advise the Landlord of the Tenant’s new address and date of departure in writing prior to vacating.**

6.1 If the Tenant formally withdraws from QMU, whether voluntarily or as a result of being required to withdraw from their course, and ceases his/her course of study at QMU, the Tenancy Agreement shall be terminated and the Tenant must formally advise the Landlord in writing prior to the Tenant’s leaving. **To do this the Tenant must formally complete a “Withdrawal Request” form prior to departure.** The Tenant will remain liable for the rental due for the full Occupancy Period except in the event that the Tenant formally withdraws from QMU prior to the end of Semester One. In the circumstance that the Tenant formally withdraws from QMU and vacates their Accommodation during Semester One, the Tenant will be liable for the rental due up until the start of Semester Two only together with any other charges payable by the Tenant in terms of the Tenancy Agreement. It should be expressly understood that **no further financial concessions** shall be made available in lieu of failure to complete the full Occupancy Period detailed at Condition 3 above. Failure to advise the Landlord in writing (using the correct “Withdrawal Request” form) of intended withdrawal from the Halls of Residence will result in the continued application of Rent and all other charges.

6.2 If the Tenant is a student at another higher or further education establishment and the Tenant formally withdraws from such other higher or further education establishment whether voluntarily or as a result of being required to withdraw from their course, and ceases his / her course of study the Tenancy Agreement shall be terminated and the Tenant must formally advise the Landlord in writing prior to the Tenant’s leaving. **To do this the Tenant must formally complete a “Withdrawal from Residence” form prior to departure.** In this circumstance, the Tenant will remain liable for the rental due for the full Tenancy Period. However, at the Landlord’s discretion where the Tenant is able to find a replacement Tenant from outside the Halls of Residence, charges may be limited to the Rent due up to the next semester together with any other charges payable by the Tenant in terms of the Tenancy Agreement. It should be expressly understood that **no further financial concessions** shall be made available in lieu of failure to complete the full occupation period detailed at Condition 3 above. Failure to advise the Landlord in writing (using the correct

“Withdrawal from Residence” form) of intended withdrawal from such higher or further education establishment will result in the continued application of Rent and all other charges.

7. Damage: The Tenant shall be held jointly and severally responsible and charged for any loss or damage caused to any part of the Halls of Residence (which expression shall in this Tenancy Agreement for the avoidance of doubt include the Building and the Accommodation where applicable) which may be attributed to him / her or his / her guests. If this arises in shared lockable communal areas (such as kitchens or landings) and no individual can be positively identified then the Landlord may levy appropriate charges jointly and severally between the key holders of such areas.

The amount levied shall be determined by the Landlord and shall reflect the expenditure necessitated. Individuals or groups of key holders will be advised in writing if domestic standards fail to meet with the minimum required. If the areas identified are not cleaned and tidied to the satisfaction of the Landlord within 24 hours of the issue of a second notice, arrangements may be made to rectify the situation with charges being passed on to the key holders of the area who shall be held jointly and severally liable. In certain circumstances the Landlord may in addition withdraw access to areas which are not being maintained to a satisfactory standard.

8. Overnight Visitors: These are usually permitted but only by prior formal arrangement with the Landlord, whose decision is final. **Maximum stay is 3 nights in any 4 week period.** The Tenant is responsible at all times for the conduct of all visitors brought onto the QMU campus or into the Halls of Residence.

9. General: The Landlord accepts no responsibility for the Tenant’s personal belongings. The Tenant is covered by basic contents insurance provided through Endsleigh Insurance by Queen Margaret University for the period of the Tenancy Agreement. The cover is subject to the conditions, exclusions, limitations and excesses of the policy. **The Tenant is expressly advised to ensure that he / she has adequate level of cover** by consulting the Endsleigh Insurance website prior to arrival.

If the Tenant brings a television into the Halls of Residence the Tenant is responsible for obtaining a television licence.

Smoking (including the use of electronic cigarettes or vape devices) is not permitted in any part of the Halls of Residence at any time.

The Tenant **must occupy the Accommodation that he / she has been formally allocated. For the avoidance of doubt, the Tenant is not entitled at any time during the period of the Tenancy Agreement to change the room that they have been formally allocated.** The Landlord may in certain circumstances re-allocate rooms (especially if the Tenant requires an extended stay on account of a longer than standard course) and reserves the right to move a Tenant if required.

The correct postal
address is:

Your Name
Block / Flat Number / Room Number
Student Residences
Queen Margaret University
Musselburgh
East Lothian
EH21 6UD

The Landlord is bound by the Data Protection Act 1998 (which includes all subsequent enactments, amendments and modifications relating to the Data Protection Act 1998). The personal information you provide will be held and processed according to this Act. This information will be used by the Landlord to fulfil its part of the contract between it and the student. Information will not be disclosed to any other third parties unless required by law or in an emergency.

10. The Tenant is, in addition to the obligations detailed within the Tenancy Agreement, also obliged to comply at all times with the **Halls of Residence Code of Conduct** as may be amended from time to time (a copy of which is attached hereto and which forms part of the Tenancy Agreement) and is bound by the Halls of Residence Disciplinary Policy and Procedure as may be amended from time to time (a copy of which is attached hereto and which forms part of the Tenancy Agreement). In the event of any inconsistency between the Halls of Residence Code of Conduct, the Halls of Residence Disciplinary Policy and Procedure and these Tenancy Terms and Conditions, these Tenancy Terms and Conditions shall prevail.

For the avoidance of doubt, if the Tenant breaches these Tenancy Terms and Conditions of the Tenancy Agreement and / or without prejudice to the foregoing generality the Halls of Residence Code of Conduct, the Tenant will be subject to discipline in accordance with the terms of the Halls of Residence Disciplinary Policy and Procedure.

The Landlord reserves the right to remove a Tenant from the Accommodation and relocate to another room where there has been a serious breach of these Tenancy Terms and Conditions and/or the Halls of Residence Code of Conduct or where the Landlord considers it reasonably necessary to protect the Tenant's welfare or the welfare of other residents or to prevent damage to the Accommodation.

11. If the Tenant has chosen to accept alcohol-free accommodation, the Tenant agrees not to drink alcohol within the flat. If the Tenant is found to break this agreement, a first and final written warning will be issued to the Tenant. If the Tenant is found to be drinking alcohol within the flat for a second time the Tenant will be moved to another room at the Landlord's discretion. The Tenant will be held responsible for their guests and/or visitors complying with these conditions while they are in the Tenant's flat.

12.1. The Tenant specifically agrees to:

- maintain all the Accommodation, including kitchen, bathroom and communal area, in a clean and tidy and tenantable condition.
- clear up **immediately** after using any kitchen, bathroom or communal area.
- immediately report any damage to the Landlord.
- be responsible for any guests invited on to the campus and into Halls of Residence.
- settle all accounts in good time and pay for all damages attributable to the Tenant or his / her guests as soon as requested.
- at all times conduct himself / herself in a reasonable and responsible manner.
- allow the Landlord's staff or their agents access at all reasonable times to the Accommodation and the Building.
- use headphones if listening to any music, radio or television **after 11pm**. (Any Tenant or any Tenant's guest who in the opinion of the Landlord continues to play any media or instrument at unreasonable levels at any time may be required to dispose of the offending article on a permanent basis).
- keep noise to a minimum if gathering with others in any area of the Halls of Residence, especially after 11pm and before 8am.
- come and go very quietly in the evenings.

12.2. The Tenant agrees NOT to:

- run a trade or business from the Halls of Residence (including, without limitation, the Building and the Accommodation)
- cause any damage within or to the Halls of Residence (including, without limitation, the Building and the Accommodation).
- affix anything to any surfaces other than to the pinboards (if provided).
- keep any animals or pets.
- use any sunbeds in the Accommodation or the Halls of Residence
- bring in or use any additional heating appliances unless the said appliance has been authorised by the Landlord.
- **create disturbance at all after 11pm.**
- display or promote racist, sexist, sectarian, homophobic, anti-social or offensive material e.g. posters, flags etc.
- bring or allow to be brought into the Halls of Residence (including, without limitation, the Building and the Accommodation) any portable electrical equipment (or any white goods or other consumable durables - unless required for medical reasons) unless it complies with all current regulations and, if requested to do so, to produce evidence that all equipment does comply.
- use or store any liquid fuel in the Halls of Residence (including, without limitation, the Building and the Accommodation).
- bring into the Halls of Residence (including, without limitation, the Building and the Accommodation) or use candles or other naked flames (including incense sticks) at any time.
- **sub-let the Accommodation or assign its interest in the Tenancy Agreement.**

- have any unregistered visitors beyond midnight.
- recklessly or maliciously interfere or tamper with any fire fighting or detection equipment.
- allow any objects to be thrown or dropped from any window, nor enter any area off limits, such as balconies.
- leave any refuse or used bottles other than in dustbins or recycling bins serving the Halls of Residence which are provided for that purpose. The Tenant shall dispose of all rubbish in a responsible manner.
- windows are fitted with restrictors / restrainers and the Tenant should refrain from opening windows beyond this point so as not to cause damage.
- use, possess and/or supply illegal drugs in the Halls of Residence (including, without limitation, the Accommodation, the Building and grounds). This includes any controlled drugs listed in the Misuse of Drugs Act 1971, Drugs Act 2005, Psychoactive Substances Act 2016, including subsequent amendments and/or any substances intended to produce a legal high, hallucinogenic or similar effect. **Possession and/or supply of illegal drugs / controlled substances will lead to immediate exclusion from the Halls of Residence.**

This list is not exhaustive – the Tenant should behave in the manner expected of a reasonable adult, and must comply at all times with instructions given by the Landlord.

IF ANY OF THE CONDITIONS OR STIPULATIONS WITHIN THIS TENANCY AGREEMENT ARE BROKEN BY THE TENANT THE TENANT MAY BE REQUIRED TO VACATE THE HALLS OF RESIDENCE WITHOUT ANY FURTHER NOTICE. THIS SHALL NOT PRECLUDE THE LANDLORD FROM PURSUING THE TENANT FOR ANY OUTSTANDING DEBTS OR APPLYING CHARGES FOR ANY DAMAGE ATTRIBUTABLE TO THE TENANT. THE LANDLORD SPECIFICALLY RESERVES THE RIGHT TO REFUSE ADMISSION INTO RESIDENCE TO THE TENANT IF ITS RENT ACCOUNT IS IN ARREARS.

13. The Tenant Will Need to Bring (as a minimum): All necessary bedlinen, duvet, pillows, towels as well as all equipment for the self-catered kitchen, e.g. crockery, cutlery and cooking implements (pots, pans, knives, tin-openers, etc). Some of the rooms are double-bedded, the allocation of which will be notified to the Tenant in advance. The Tenant may prefer to purchase some of the above locally on arrival. The Landlord does not have any bed linen, nor catering equipment to loan.

14. Major Conditions of Contract: For the avoidance of doubt the following major conditions are accepted by the Tenant as is evidenced by his/her signing of the agreement:

The Tenancy Agreement is for a fixed period and the duration of the period is not negotiable. No rebates or discounts whatsoever are available (save as provided in Conditions 4.3 and 6) even if the Tenant is away from the Halls of Residence for any length of time, including attendance on academic placement which may involve additional expense if the Tenant's placement is away from Edinburgh and the

Tenant has to reside elsewhere to pursue the Tenant's placement commitments.

If the Tenant chooses to reside away from Halls of Residence for any reason and for any length of time whatsoever, the Tenant must inform the Landlord in writing prior to departure and may be required to return all the issued keys until the Tenant uplifts them on return. Access to the accommodation block will also be restricted on the Tenant's smart card during such period.

If in spite of accepting the Contract / Tenancy Letter the Tenant decides to live permanently elsewhere, the Tenant must inform the Landlord in writing and complete a "Withdrawal from Residence" form. In addition, the Tenant must return all keys to the Landlord prior to changing address. At this point, access to the Building will be restricted on the Tenant's smart card. The Tenant will remain liable for all Rent and other charges payable pursuant to the Tenancy Agreement.

The Landlord reserves the right to attempt to re-allocate accommodation to another occupant where the Tenant has not completed the check-in procedures by the Occupancy Start Date. If the Tenant arrives late and has not arrived by the official start in Semester 1, the Tenant will be held liable for Rent from the Occupancy Start Date.

15. When to Arrive / Depart: Prior to the Occupancy Start Date, the tenant must fully complete the online accommodation induction and book a timeslot for arrival on or after the Occupancy Start Date.

The Occupancy Start Date has been set prior to most course inductions. There are however a few exceptions which apply to some courses where the actual semester start or pre-semester induction commences earlier or later. Please check the information supplied from QMU. If the Tenant is due to start before the Occupancy Start Date please inform the Landlord at point of application. The Landlord does not accept any other earlier arrivals. Please note that the Tenant is bound to pay the full residence Rent detailed in the Contract / Tenancy Letter and the Tenant may prefer to arrive on the Occupancy Start Date even if the Tenant's course induction is after the Occupancy Start Date.

All Accommodation must be vacated (with all personal effects and belongings removed, the Accommodation delivered up in a good tenable repair and condition, free from damage and clean and tidy) and keys / smart cards returned to Accommodation Services by 10.00 a.m. on the Occupancy End Date.

The Tenant agrees that the Landlord may remove, store, sell or otherwise dispose of any personal possessions which have been left in the Accommodation at the end of the Occupancy Period, and the Tenant will reimburse the Landlord for any costs incurred in doing so.

If the Tenant's course ends after the Occupancy End Date, the Tenant may be given the option to extend the period of the Tenancy Agreement (an "**Extended Stay**"). An Extended Stay will be negotiated prior to the end of the Tenancy Agreement. An Extended Stay will be invoiced separately and are charged at a weekly rate. Also, please note it is not always possible to guarantee that the Tenant will stay in the same Accommodation, especially for an Extended Stay.

16. Keys: Keys and temporary smart cards for the Accommodation shall be provided on date of arrival. For security reasons it is imperative that any loss of keys / smart cards be reported to the Landlord immediately. A charge shall be levied in respect of any replacement key / smart cards issued – this charge to be reviewed annually and displayed in the Accommodation reception. If at the Occupancy End Date a Tenant does not return the keys before leaving, the prevailing fee per key will be charged to the Tenant.

17. Mail: The Landlord will accept delivery of the Tenant's parcels and mail in accordance with its Mail Service for Residents policy which the Tenant accepts by entering into this Tenancy Agreement. Whilst every effort will be made to store parcels securely and safely, the Landlord cannot accept liability for any damage to or loss from any parcels accepted and held on behalf of the Tenant. The Tenant must inform the Landlord, in writing, if they do not accept the Mail Service for Residents policy and the Landlord will not accept delivery of parcels addressed to the Tenant.

18. Access: The Tenant agrees to grant access to the Landlord or their agents at reasonable times to the Accommodation in order to allow them to carry out periodic repairs, maintenance or inspection of the Accommodation and contents. It is also agreed that the Tenant shall have the right to be present at inspection.

19. Multiple Occupancy: It is a condition of the Tenancy Agreement that the Accommodation is let to the Tenant and that no overnight visitors other than those approved in terms of Condition 8 of these Tenancy Terms and Conditions are acceptable.

20. Destruction or damage of the subjects: If the Accommodation or any part of the Building on which the Accommodation relies becomes unfit for use during the Occupancy Period, a just proportion of the charges will cease to be payable; this is to be dependent upon the extent of the damage sustained and the time that the area is unfit for use. This Condition will not apply if the cause of the damage is in any way the result of action taken by the Tenant; this is to include any failure to notify the Landlord or repairs required.

21. Termination Landlord:

21.1. The Landlord may terminate this Tenancy Agreement by serving written notice to quit on the Tenant. The Landlord may serve such notice either:

21.1.1. to terminate this Tenancy Agreement at expiry of the Occupancy Period;

21.1.2. to terminate the Tenancy Agreement where the Tenant has failed to perform any of its obligations under this Tenancy Agreement;

21.1.3. to terminate this Tenancy Agreement if the Tenant ceases to be a student enrolled in full time education;

21.1.4. to terminate the Tenancy Agreement if the Tenant is excluded or suspended from the Halls of Residence in accordance with the Halls of Residence – Disciplinary Policy and Procedure; or

21.1.5. the Tenant is excluded or suspended from the University in accordance with the Regulations Governing Discipline for students.

21.2. In the event that the Tenant fails to remove from the Accommodation at the end of the period specified in the notice to quit, the Landlord can bring legal action against the Tenant to recover possession of the Accommodation.

22. Tenant Acknowledgements: In signing this Tenancy Agreement and taking entry to the Accommodation, the Tenant:

22.1. confirms that it has made full and true disclosure of all information sought by the Landlord in connection with this Agreement;

22.2. confirms that it has not knowingly or carelessly made any false or misleading statements (whether written or oral) which might affect the Landlord's decision to enter into this Agreement; and

22.3. confirms that they are a student enrolled in full time education or will be at the commencement of the Agreement and must inform the Landlord immediately if this ceases to be the case.

22.4. acknowledges that this Agreement and any dispute or claim arising out of or in connection with it or its subject matter will be governed by and construed in accordance with the law of Scotland.

23. Notices: Any notices to be served on the Tenant shall be valid if delivered to the Accommodation or sent to the Tenant's University email address. Any notices to be served on the Landlord shall be valid if posted or delivered to the address of the Landlord as stated in the Tenancy / Contract Letter (or any replacement address subsequently notified in writing by the Landlord to the Tenant). In either case service shall be deemed to have been effected on the day of delivery or, in the case of posting), 2 working days after the date of posting.



Queen Margaret University
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Halls of Residence – Code of Conduct

This Code of Conduct applies to all Tenants living in the Queen Margaret University Halls of Residence in Musselburgh, East Lothian EH21 6UD.

In order to ensure a safe and harmonious communal living environment, Tenants are expected as a **matter of course** to show courtesy and consideration to those with whom they are sharing facilities, to their neighbours, to the Landlord and the Landlord's staff, appointed managers and to contractors.

All Tenants have a mandatory duty to comply with any safety instructions they are given from all University staff and contractors who work as representatives of the Landlord. This includes Accommodation Services staff, Security staff, first aiders and maintenance staff.

The Tenancy Agreement between the Landlord and the Tenant requires the Tenant to comply with this Code of Conduct. Action will be taken against the Tenant if the Tenant is responsible for anti-social, disruptive and dangerous behaviour. A breach of this Code of Conduct can lead to a verbal/written warning, fine or disciplinary hearing and may result in eviction

1. Rights and Responsibilities

The Landlord expects the Tenant to conduct himself / herself as a mature and responsible adult and by his / her actions contribute positively to the wider community. As a Tenant you have the right to be treated as an independent individual. The Landlord will respect all Tenants and protect their privacy. Please contact the Landlord directly with any queries or problems as they arise.

Along with the Tenant's rights, the Tenant also has responsibilities. The Landlord aims to ensure the Halls of Residence are a clean, secure and pleasant environment in which to live, study and work. In order for the Landlord to maintain this for all Tenants and Student Wardens, we require the Tenant's co-operation and compliance with this Code of Conduct.

2. Rules & Regulations: Fire, Health and Safety

- 2.1 The Tenant shall not engage in action likely to cause injury or impair safety within the residences.
- 2.2 The Tenant shall never put themselves or others at risk by creating or ignoring unsafe situations.
- 2.3 The Tenant shall observe and comply with all fire instructions and all health and safety related guidance and regulations.
- 2.4 The Tenant shall report damage, defects and accidents immediately.
- 2.5 The Tenant shall ensure all fire doors are closed at all times.
- 2.6 The Tenant shall ensure all exit routes, corridors and stairways are clear and unobstructed.
- 2.7 The Tenant shall never store bicycles in the Accommodation, corridors or stairways.
- 2.8 The Tenant must always evacuate the Halls of Residence on hearing the fire alarm and follow the emergency evacuation route (except when the fire alarm is tested on Thursdays between 12-12.30pm).
- 2.9 The Tenant shall never use kitchen appliances in bedrooms (with the exception of authorised medical fridges).

- 2.10 The Tenant shall not use any chip pan, deep fat fryer or other oil-filled container whilst cooking in the Halls of Residence.
- 2.11 The Tenant shall never burn candles, incense, naked flames or any other materials in the Accommodation or communal areas.
- 2.12 The Tenant shall never tamper with or misuse any fire detection or fire safety equipment.
- 2.13 The Tenant shall never prop open marked fire doors, for example kitchen and bedroom doors.
- 2.14 The Tenant shall not attach material to any surfaces within the Accommodation (other than pinboards within bedrooms and kitchens).
- 2.15 The Tenant shall not alter or remove any part of the structure, furniture or fittings in any area of the Halls of Residence.
- 2.16 The Tenant shall not bring, or keep, any furniture into the Accommodation and/or Halls of Residence (as the case may be) without the prior written approval of the Landlord.

3. Rules & Regulations: Security

- 3.1 The Tenant shall identify themselves to the Landlord and their representatives on request.
- 3.2 The Tenant shall lock their bedroom doors when unoccupied and front doors where appropriate.
- 3.3 The Tenant shall never bring into or keep potentially dangerous sporting equipment or offensive weapons in the Halls of Residence.
- 3.4 The Tenant shall not enter any off limit areas, e.g. roofs, balconies, storage and electrical cupboards.
- 3.5 The Tenant shall not sublet or allow multiple occupancy of the Accommodation.
- 3.6 The Tenant shall not access, without permission, any other bedrooms in the Halls of Residence.
- 3.7 The Tenant shall not access, without permission, any communal areas inside flats, e.g. kitchens and corridors for which they are not key holders.
- 3.8 The Tenant not have any unauthorised guests in the Accommodation after midnight.
- 3.9 The Tenant shall ensure they register at the Accommodation Reception all overnight guests (staying after midnight) by 4.00 pm on the night of the stay. The Tenant is responsible for the conduct of their guests whilst in the Halls of Residence.
- 3.10 The Tenant shall be aware that the Police will be contact to investigate any incident within the Halls of Residence where there is suspicion of criminal activity.

4. Rules & Regulations: Conduct

- 4.1 The Tenant shall not bring into or keep in the Accommodation and/or the Halls of Residence any illegal drugs/substances. Note that the University will treat solvent or other substance abuse and the use of controlled substances as if it were illegal drug use. In the event that a Tenant breaches this Condition, the Landlord will inform the Police. The Landlord will not be responsible and will not be liable for any event or action arising from the Tenant failing to comply with this Condition.
- 4.2 The Tenant shall be aware that Security staff may contact the Police to attend to incidents of anti-social behaviour in the Halls of Residence.
- 4.3 The Tenant shall not bring into or keep in the Accommodation any firearms and/or ammunition, catapults, laser pens, knives or any other article which could be

regarded as a weapon. In the event that a Tenant breaches this Condition, the Landlord may inform the Police. The Landlord will not be responsible and will not be liable for any event or action arising from the Tenant failing to comply with this Condition.

- 4.4 The Tenant shall not hold parties and/or large gatherings within the Halls of Residence.
- 4.5 The Tenant shall not display or promote racist, sexist, sectarian, anti-social or offensive material e.g. posters, flags, social media posts, etc.
- 4.6 The Tenant shall not deface any part of the Halls of Residence or any part of the Landlord's property with graffiti or daubing.
- 4.7 The Tenant shall not interfere with the functions, duties or activities of any member of staff and/or contractor of the Landlord.
- 4.8 The Tenant shall not use violent, indecent, disorderly, threatening, intimidating or offensive behaviour or language.
- 4.9 The Tenant shall not misappropriate or misuse the Landlord's property, or the property of the Landlord's staff, other Tenants or visitors, including computer misuse.

5. Additional Information

The Halls of Residence - Code of Conduct and the Halls of Residence – Disciplinary Policy and Procedure referred to in and forming part of the foregoing Tenancy Terms and Conditions forms part of the Queen Margaret University Disciplinary Policy. References within these procedures to any designated officer shall include their properly appointed nominee.



Queen Margaret University
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Halls of Residence - Disciplinary Policy and Procedure

Purpose

To illustrate clear and consistent procedures via which breaches of discipline will be dealt with. This policy forms part of the Queen Margaret University Disciplinary Policy.

References within these procedures to any designated officer shall include their properly appointed nominee.

Policy

The Landlord may take disciplinary action against any Tenant on the grounds of unacceptable behaviour, misconduct, breach of the Code of Conduct, any action which is illegal, behaviour that disrupts the welfare of other Tenants or threatens the safety, security or health of others or breach of the Tenancy Agreement.

Responsibilities

- The University Secretary is responsible for the management of this policy.
- Any member of the Halls of Residence staff can instigate disciplinary action in respect of conduct within the Halls of Residence. However the process will normally be managed by the appropriate manager appointed by the Landlord.
- If the Tenant is a matriculated student of QMU the Students' Union may be able to provide advice and advocacy to the Tenant.

The Disciplinary Process

Informal Procedure

In the normal course of events, for minor misbehaviour a Tenant will be cautioned (most likely by a Halls of Residence staff member or security shift leader), and warned as to their further conduct. For misconduct on a future occasion, the Halls of Residence staff member might find it appropriate to report the Tenant to the appropriate manager appointed by the Landlord, who would decide whether to issue an "informal reprimand" (a short written caution), or refer the matter to the formal disciplinary procedure.

The Formal Procedure

- a. Following a report of indiscipline, where the manager appointed by the Landlord decides to invoke the formal procedure, they will write to the individual concerned.
- b. In straightforward cases (where the circumstances are unambiguous), the letter will take the form of a "Recorded Verbal Warning" or a "Written Warning". It will detail the circumstances reported and caution the individual as to his/her future conduct. The Tenant can appeal to the appropriate senior manager appointed by the Landlord about the issue of such a letter, if he/she feels justified.
- c. In more serious cases the Tenant will be written to advising that disciplinary action is being taken. Details of the alleged incident that has been reported will be outlined to

the individual. Once enquiries are completed the manager appointed by the Landlord will carefully consider what disciplinary action is appropriate. This might be the issue of a written warning or final written warning, or the calling of a disciplinary hearing.

- d. Where more serious unacceptable behaviour, misconduct, breach of the Code of Conduct, illegal action, or behaviour that disrupts the welfare of other residents or threatens the safety, security or health of others or breach of the Tenancy Agreement is involved (or in the case of repeated minor breaches), the manager appointed by the Landlord may decide that a disciplinary hearing should be held. In this latter case, the manager will write to the Tenant outlining the events that have been reported, and intimate a date / time for the hearing of the case, giving reasonable notice.
- e. The disciplinary hearing will be conducted in line with procedures outlined in the QMU Disciplinary Code.
- f. At the termination of the proceedings, the Senior Officer or the Convener of the Disciplinary Committee will write a short report. In the event that the allegation of misconduct is upheld, the report will set out the misconduct alleged, a brief summary of evidence received, the grounds for upholding the allegation, the penalty imposed, and the factors taken into account in deciding the penalty.

NB: Notice having been served, should a Tenant elect not to attend a disciplinary hearing, conclusions may be drawn and a decision made in their absence.

A Tenant may appeal any decision of the Disciplinary Hearing to the Principal or to such other party as may be nominated by the Landlord.

A decision to exclude a Tenant from the Halls of Residence may be appealed to the Principal or such other party as may be nominated by the Landlord whose decision in such matters is final.

Disciplinary action will be served at any of the following stages, depending on the nature and severity of the breach of discipline.

Stage 1 – Recorded Verbal Warning

A recorded verbal warning may be issued if a minor offence of Misconduct were to be proven. This would caution the Tenant as to future conduct and outline the possible consequences of further breach of rules.

Stage 2 – Written Warning / Final Written Warning

A Written Warning may be issued for repeated minor Misconduct, usually when a Recorded Verbal Warning had previously been issued.

A Final Written Warning would most likely be issued when a Written Warning had previously been issued.

A Written or a Final Written Warning may also be issued in the case of more serious misconduct being proven, even if no previous warnings have been issued.

In all cases the consequences of further breaching of the rules would be emphasised.

NB In certain circumstances if a Tenant is a matriculated student of QMU, the Students' Union may be advised when a Final Written Warning is issued and they may approach the individual involved to offer guidance.

Stage 3 – Suspension / Exclusion

In some cases, temporary suspension or exclusion from Halls of Residence may be appropriate whilst incidents are investigated.

A student who is excluded from the University has restricted rights to enter University premises and to participate in University activities. The terms of the exclusion will be notified to the student in writing. An order of exclusion may include a requirement that the student shall have no contact with a named person or persons

In the event of it being proven that a breach of rules amounting to Gross Misconduct has been committed, immediate permanent exclusion from Halls of Residence can result, even if no previous offence of any severity has been recorded. Exclusion may also be the outcome where a Tenant breaches rules subsequent to warnings having been issued for previous indiscipline. Where a student ceases to be a matriculated student of the University, they lose all rights and privileges enjoyed by a matriculated student.

In the event of a decision being taken to exclude a Tenant from the Halls of Residence, the Tenant has the right to appeal the decision to the Principal or such other party as may be nominated by the Landlord. Any such appeal should be in writing within five days of receiving notification of the decision, and it should state why the decision is thought to be unfair. If the Tenant is a matriculated student of QMU the Students' Union can be approached to help formulate the appeal.

Circumstances will dictate whether the Tenant can continue to live in the Halls of Residence whilst the appeal procedure progresses or if suspension from the Halls of Residence is appropriate.

Some examples of **Misconduct** are:

- Disregard of a reasonable request by a member of the Landlord's Halls of Residence staff
- Smoking in the Halls of Residence.
- Initial breach of noise regulations.
- Unruly or offensive behaviour.
- Continued failure to keep the Accommodation in an acceptable condition.
- Failure to comply with the policy concerning visitors.
- Breach of rent payment conditions.

Some examples of **Gross Misconduct** are:

- Interference with safety or fire fighting equipment.
- Violence towards a fellow Tenant or member of Halls of Residence staff and other managers appointed by the Landlord.
- Vandalism.
- Confirmation of illegal substances or equipment on the premises.
- Continued disregard of noise or other regulations.
- Failure to respond to emergency procedures (e.g. fire evacuation).

The above listed examples are not exhaustive.

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