# [TO BE USED IN SCOTLAND ONLY]

# Tenancy Letter

<<TodayLong>>

Dear <<PROSPECT\_FULLNAME>>

Thank you for your recent application for accommodation.

This Tenancy Letter sets out the principal terms of your tenancy which will be a short assured tenancy under section 32 of the Housing (Scotland) Act 1988.

Your tenancy is subject to the Tenancy Terms and Conditions contained in the Schedule to this Tenancy Letter (“the Tenancy Terms and Conditions”). By accepting this Tenancy Letter you will be confirming that you agree to the terms set out in the Tenancy Letter and the Tenancy Terms and Conditions.

This Tenancy Letter, your acceptance thereof, and the Tenancy Terms and Conditions together form “the Tenancy Agreement”.

The Tenancy Agreement requires compliance with the Residents Handbook for the Building. A copy of this is available in the residents’ portal and you should read its terms before agreeing to the Tenancy Agreement.

By accepting the Tenancy Agreement you will be entering into a legal contract which binds the Landlord, the Tenant and the Guarantor. It is important that you understand what you are agreeing to. If you are unsure you should get advice from a lawyer, citizens advice bureau or any organisation which gives advice on housing matters.

Your right to occupy the Room as Tenant will only start once the Tenancy Agreement has been signed and accepted by you and is conditional on payment of the first instalment of rent

# The principal terms of the Tenancy are as follows:

|  |  |
| --- | --- |
| Landlord Details | |
| Landlord | <<Int\_P\_Owner\_Name1>> |
| Landlord's Agent | <<PRAGENT>> or such other agent as the Landlord notifies to the Tenant from time to time |
| Landlord Agent’s Address | <<INT\_P\_AgentAddress1>> or such other address as the Landlord notifies to the Tenant from time to time |

|  |  |
| --- | --- |
| Tenant Details | |
| Tenant’s Full Name | <<PROCC\_LESSE\_Name1>> |
| Tenant’s Current Address | <<PROCC\_LESSE\_fullAddress1>> |
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| --- | --- |
| Guarantor Details | |
| Guarantor’s Full Name | <<INT\_occ\_PRGA\_NAME1>> |
| Guarantor’s Address | <<INT\_occ\_PRGA\_ADDRESS1>> |
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| --- | --- |
| Room Details | |
| Building | <<PROPADDR1>> |
| Flat |  |
| Room | <<UNITCODE>> |

|  |  |
| --- | --- |
| Tenancy Period | |
| Tenancy Start Date | <<PRLEASEFROM>> |
| Tenancy End Date | <<PRLEASETO>> |

|  |  |
| --- | --- |
| Payment details | |
| Security Deposit | <<PR\_DQUOTEDRENT>> |

|  |  |
| --- | --- |
| Rental details | |
| Monthly Rent | <<PR\_DQUOTEDRENT>> |
| Rentable Items | <<INT\_RENTABLEITEMS\_SUMP\_RIAMT>> |
| Total Monthly Rent Payable | <<INT\_MONTHLYRENTPAYABLE>> |
| Payment Dates |  |

We draw your attention to the termination rights detailed in clause 8of the Tenancy Terms and Conditions.

**Special Conditions**

[There are no special conditions that will apply to your Tenancy Agreement]

[The following special conditions will apply to the Tenancy Agreement: [\*\*\*]]

Yours faithfully

|  |  |
| --- | --- |
| ………………………………..  For and on behalf of the Landlord | ………………………………..  witness (sign) |
|  | ………………………………..  witness (print name) |
|  | ………………………………..  ………………………………..  witness (address) |

I hereby accept the terms of the Tenancy Agreement comprising the foregoing Tenancy Letter and the attached Tenancy Terms and Conditions.

Yours faithfully

|  |  |
| --- | --- |
| ………………………………..  Tenant | ………………………………..  witness (sign) |
| Date of signing: | ………………………………..  witness (print name) |
| Place of signing: | ………………………………..  ………………………………..  witness (address) |

I hereby accept the terms of the Tenancy Agreement comprising the foregoing Tenancy Letter and the attached Tenancy Terms and Conditions.

Yours faithfully

|  |  |
| --- | --- |
| ………………………………..  Guarantor | ………………………………..  witness (sign) |
| Date of signing: | ………………………………..  witness (print name) |
| Place of signing: | ………………………………..  ………………………………..  witness (address) |

# THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING TENANCY LETTER

# TENANCY TERMS AND CONDITIONS

1. **DEFINITIONS AND INTERPRETATION**
   1. In these Tenancy Terms and Conditions, the words and expressions set out in the Tenancy Letter shall have the meanings stated therein and the following words and expressions have the following meanings:

**"Building Common Areas"** means the areas in and around the Building provided by the Landlord from time to time for the benefit of all tenants such as the entrance hall, stairs and corridors and any laundry, courtyard, car park, footpaths, driveways, lifts and bicycle stores and (if applicable) gymnasium and swimming pool provided from time to time and includes its Contents;

**"Building"** means the building or buildings mentioned in the Tenancy Letter and where the Room and the Building Common Areas are situated;

**"Contents"** means the furnishings, fixtures and fittings in the relevant area;

**"Flat"** means the flat mentioned in the Tenancy Letter which the Room forms part of;

**"Flat Common Areas"** means the Flat (other than the Room and other rooms within the Flat occupied or designed to be occupied exclusively by other tenants of the Flat;

**“Holding Deposit”** means an amount we ask you to pay to secure your room. At the point you move into your flat it will be converted to a Tenancy Deposit. The Holding deposit is fully refundable save as for any costs incurred by us in cancelling your booking

**"Housing (Scotland) Act 1988"** means the Housing (Scotland) Act 1988 as amended from time to time (including but not limited to any amendments imposed by the Housing (Scotland) Act 2006, the Housing (Scotland) Act 2010 and the Housing (Scotland) Act 2014);

**"Inventory"** means the inventory to be given to the Tenant on moving into the Room or downloaded by the Tenant as part of the check-in/arrival process;

**"Manager"** means UK Service Employment Co Limited trading as Vero Group (Company No. 09857188)

**"Room"** means the property to be let to the Tenant for their sole use detailed in the Tenancy Letter and includes its Contents as specified in the Inventory;

**"Residents Handbook"** means the residents handbook for the Building contained in the resident’s portal;

**"Rent"** means the rental payments due as set out in the Tenancy Letter under the heading “Rental Details”;

**"Service Media"** means central heating and hot water systems, electrical services for power and lighting, drainage and water services, and any data or phone services provided;

**"Tenancy Agreement"** means the tenancy agreement constituted by the Tenancy Letter, the Tenant’s acceptance thereof and these Tenancy Terms and Conditions;

**"Tenancy Deposit"** means the amount specified in the Tenancy Letter;

**"Tenancy Deposit Scheme"** means the Landlord’s chosen tenancy deposit scheme in terms of the Tenancy Deposit Schemes (Scotland) Regulations 2011 from time to time;

**"Tenancy Letter"** means the foregoing tenancy letter addressed to the Tenant;

**"Tenancy Period"** means the period from and including the Tenancy Start Date as specified in the Tenancy Letter and ending at 10:00 am on the Tenancy End Date as specified in the Tenancy Letter;

# "Utilities" means the supply of gas, electricity and water where provided exclusively to the Flat; and

# “Working Day” means any day other than Saturday, Sunday or any bank or public holiday.

* 1. The expression "Landlord" includes successors in title (which means any buyer of the current Landlord's interest in the Building).
  2. When used in this Tenancy Agreement, the expressions "us" "we" and "our" shall be taken as references to the Landlord and the expressions "you" and "your" shall be taken as references to the Tenant.
  3. Any obligation on us, or you, not to do any act or thing is also an obligation to take all reasonable steps not to permit or suffer any other person to do any such act or thing.
  4. If the Tenant or the Guarantor is at any time more than one person, any reference to the Tenant or the Guarantor includes a reference to each such person and any obligation of the Tenant or the Guarantor is a joint and several obligation (which means that the Landlord may enforce the relevant provisions of the Tenancy Agreement, in full, against all other parties).
  5. Headings used in this Tenancy Agreement are for convenience only and are not to be considered in interpreting the Tenancy Agreement.
  6. Notice is hereby given that this Tenancy Agreement is a Short Assured Tenancy (as defined in section 32 of the Housing (Scotland) Act 1988). The Tenant by its acceptance hereof confirms having received the AT5 Notice per section 32 of the Housing (Scotland) Act 1988. The arrangements in section 33 of the Housing (Scotland) Act 1988 for a landlord to repossess the property on service of two months prior written notice to the Tenant apply to this Tenancy Agreement.

# THE LETTING

* 1. In exchange for payment of the first instalment of Rent in accordance with clause 4.1 of these Tenancy Terms and Conditions, we let the Room to you for the Tenancy Period subject to these Tenancy Terms and Conditions.
  2. Subject to you complying with the contents of the Residents Handbook, or any other conditions detailed in the Tenancy Letter and these Tenancy Terms and Conditions, you are granted the right to use the Building Common Areas and the Flat Common Areas (for use in connection with your occupation of the Room only) in common with us and all other tenants of the Building and all other persons from time to time duly authorised by us.
  3. We reserve for ourselves and all those authorised by us the following rights over the Room and the Flat Common Areas:
     1. the right to enter the Room and the Flat Common Areas on at least 24 hours’ notice (except in an emergency or where entry is required for the proper performance of the Tenancy Agreement, where no notice need be given) to perform our obligations in this Tenancy Agreement or for any other reasonable purpose; and
     2. the right to the free passage and running of water, soil, gas, electricity and other services through any pipes, cables, wires, drains or sewers passing in or through the Room and the Flat Common Areas.

# OUR OBLIGATIONS

* 1. We agree with you that, if you pay the Rent in accordance with clause 4.1 of these Tenancy Terms and Conditions and perform all your obligations under this Tenancy Agreement, then you may possess and enjoy the Room during the Tenancy Period without any interruption from us or any person acting on our behalf (except for any reason expressly set out in these Tenancy Terms and Conditions) and we will:
     1. maintain the installations in the Building and the Room for the supply of water, gas and electricity and for space heating, water heating and sanitation in each case insofar as necessary for the occupation of the Room (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity) and provide a supply of hot and cold water, gas and electricity and for space heating, water heating and sanitation subject to reasonable usage to the Room, the Flat Common Areas and the Building Common Areas;
     2. maintain the structure of the Building including the window frames and window glass;
     3. keep the laundry facilities in good repair and working order;
     4. clean and maintain and provide heating and lighting to the Building Common Areas; and
     5. insure the Building against fire and other usual comprehensive risks as long as insurance cover is available at commercial rates.
  2. We can withdraw or suspend services to be provided by us if we consider it necessary to do so in the interests of good management including (without limitation) interruptions to allow us to carry out repairs or alterations and we shall not be liable for any costs, expenses, losses, liabilities damages or actions resulting from doing so.
  3. We reserve the right during the Tenancy Period to move you to alternative accommodation (which may be in a hotel) and where required agree a subsistence payment, for the purpose of carrying out emergency repairs to the Room or the Building or if we consider it necessary or desirable to avoid difficulties between tenants or for the better management of the Building PROVIDED THAT:
     1. you are given reasonable notice;
     2. the alternative accommodation is of no lesser standard than your Room; and
     3. You will occupy the alternative accommodation on the same terms as those of the Tenancy Agreement.
  4. If the conditions of 3.3 are met then the Rent will continue to be payable.
  5. If we are unable to offer temporary alternative accommodation the Rent will stop being payable until the Room and Building Common Areas are reinstated, made habitable and accessible. Any Rent paid in advance will be refunded on a daily basis.
  6. If we need to write to you, correspondence may be delivered by hand or by e-mail or sent by first class Recorded Delivery post to the Room address or the address stated on the Tenancy Letter or any other address you have given.
  7. If we need to serve any notice on the Guarantor, it may be delivered by hand or by e-mail or sent by first class post to the address stated in the Tenancy Agreement or any other address given.

# YOUR OBLIGATIONS

* 1. You agree to pay the Rent to us at the times and in the manner specified in the Tenancy Letter without set off and whether demanded or not. Anybody who makes payments on your behalf of Rent or other amounts due from you under this Tenancy Agreement does so as your agent. It is your responsibility to make sure that payments are made on time and to the correct amount. We are not required to send reminders about payment due dates or issue invoices.
  2. If payment of the Rent or any other amount due from you under this Tenancy Agreement is late we may charge, and if charged you will pay, interest at the rate of 3% per annum above the base rate of HSBC plc from time to time on the outstanding amount from the date payment was due until the payment is made in full (both before and after any judgment by a Court). Interest will be charged on a daily basis and shall be compounded monthly. We may also charge, and if charged you will pay, any late payment charges set out in the Residents Handbook.
  3. If payment of the Rent or any other amount due from you under this Tenancy Agreement is late (without prejudice to any other right we have) we reserve the right to:
     1. refer your account to a debt collection agency and charge you all reasonable and proper costs and expenses (including legal costs) and any VAT thereon incurred by us in order to recover outstanding Rent or other amount unpaid by you;
     2. remove any promotional discounts relating to your Tenancy Agreement;
     3. remove internet access whilst your account is in arrears and to charge you such amount as we may incur in having the service reconnected once the account balance is cleared.
  4. You agree to pay for a television licence for the Room if a licence is required.
  5. If any of the costs in this clause are payable in relation to the Room together with another property, the Tenant shall pay a fair proportion of all those costs.
  6. You agree that you will:
     1. maintain the Room and the Flat Common Areas in at least as good repair and decorative order and clean condition as it is in at the Tenancy Start Date (or if you have occupied under a previous tenancy, the earliest start date of any previous tenancies that you entered into in relation to the Room) except for damage by accidental fire and water from the Service Media);
     2. not remove any of the Contents from Room and the Flat Common Areas and maintain the Contents in at least as good repair and condition as they are in on the Tenancy Start Date (or if you have occupied under a previous tenancy, the earliest start date of any previous tenancies that you entered into in relation to the Room) except for fair wear and tear. The Inventory (or inventory annexed to the relevant previous tenancy) shall be evidence of their existing condition, and any defect shall be noted on the Inventory;
     3. not attempt to carry out any repairs and promptly notify us of any damage or defect in the Room and/or the Flat and/or the Contents and/or the Building; and
     4. operate the Service Media and electrical appliances in the Room and the Flat in accordance with the manufacturer's instructions and not change, damage, alter or interfere with them in any way and to ensure that any electrical appliances which are not supplied by us comply with all relevant standards and regulations including to permit the Landlord to electrically test equipment at your expense, if requested to do so.
  7. You agree that you will comply with all statutes and other laws and regulations in relation to your use of the Room and the Flat.
  8. You agree to pay us a fair and reasonable proportion, as determined by us acting reasonably, of any costs we incur in repairing any damage to the Room and/or in replacing any of the Contents of the Room and the Flat, which damage is caused by you, or any guest of yours, or your failure to observe and comply with your obligations under this Tenancy Agreement. Unless there is no evidence to the contrary, the cost of repairing any such damage or replacing any such Contents shall be apportioned as if you caused the entire damage to Room or the Contents of the Room and the Flat.
  9. You agree to report any accident or incident in or around the Building to us as soon as possible after it occurs and in any event no later than within 48 hours after it occurs and, if reasonably requested to do so by us, you agree to complete an incident or accident form and return it to us.
  10. You agree that if required by us you will pay a fair and reasonable amount in respect of the joint use of utilities or other matters provided to the Building Common Areas.
  11. You agree that you will occupy the Room and the Flat for personal residential purposes only and that you will not carry on any profession, trade or business whatsoever in the Room or Flat or use the Room or Flat for any other use other than private residential.
  12. You agree that you will not use the Room or the Building or the Flat for any improper, immoral or illegal purpose nor in any way which may, in our reasonable opinion, be a nuisance, damage or annoyance to the other tenants of the Building, any adjoining premises, or to us, and in particular, you will not:
      1. cause any noise which, if made within the Room, can be heard outside the Room or, if made within the Building Common Areas can be heard outside the Building Common Areas or, if made within the Flat Common Areas can be heard outside the Flat Common Areas;
      2. keep or use ‘legal highs’ or drugs, the possession or use of which is prohibited by law (including but not limited to the Misuse of Drugs Act 1971);
      3. smoke in the Room or Building other than in any outside designated smoking areas;
      4. keep or use any firearms, knives (other than domestic kitchen knives), or any weapons of any kind in the Room or Building;
      5. harass, intimidate, threaten or assault any other tenants of the Flat or the Building or their guests or any of our employees or any other person, or threaten to do so;
      6. tamper with our fire prevention systems and control equipment (including maliciously, recklessly or negligently activating such fire prevention systems) and declaring that you will vacate the Building (and ensure that any visitors you have also vacate the Building), immediately whenever the fire alarm is sounded;
      7. use designated fire escapes except for the purposes of emergency escape;
      8. obstruct any means of access within the Building;
      9. keep bicycles (or similar) in any part of the Building other than in areas designated by the Manager;
      10. keep, store or use any liquid or gaseous fuel, noxious or explosive substances or compressed gases, gas or oil heaters or other fuel burning appliance in the Building, including deep fat fryers and candles;
      11. keep any animal, bird, insect or reptile in the Room or the Building Common Areas or the Flat Common Areas, except as permitted by us;
      12. damage or leave in a dirty or untidy state any parts of the Building;
      13. alter, modify, decorate, add to or in any way interfere with the structure of the Room, the Contents or the Building;
      14. fix anything to the interior of the Room in any manner which may damage the structure or decoration of the Building or the Building Common Areas or the Flat Common Areas or place anything outside the windows of the Room or Building Common Areas or the Flat Common Areas;
      15. dry items of laundry on the heaters within the Building or Room, nor hang them so as to be visible from the outside of the Building;
      16. flush sanitary items down the toilet, or pour oil or grease down the drains nor do anything else likely to block or harm the drains;
      17. tamper with fixtures and fittings including, without limitation, space heating and lighting equipment, kitchen and bathroom fittings and equipment, fire safety equipment, fire doors and restrictors on the windows;
      18. erect any external wireless or television aerial or satellite dish;
      19. tamper with any window restrictors;
      20. do anything in the Room, or the Building Common Areas, or the Flat Common Areas which would prejudice or increase the premium payable for the policy of insurance of the Building for the time being in force; and
      21. compromise the security of the Building by leaving windows open when not in the Room, leaving security doors open or ‘on the latch’ or allowing unauthorised access through ‘tailgating’.
      22. Use or allow to be used any electrical item that does not conform to the European Union standards for electrical goods and/or which does not carry the EU ‘CE’ conformity marking. If on inspection or other occasion where such objects are found You give us permission to remove such items without payment of compensation which in Our opinion may not be electrically safe. Any such items removed will be returned to You at the end of Your tenancy.
  13. You agree that you will allow us (and those authorised by us), with reasonable written notice (except in cases of emergency), to enter the Room at reasonable times (causing as little inconvenience as possible), to:
      1. inspect its condition;
      2. carry out viewings of the Room with prospective tenants or purchasers of the Building;
      3. carry out any necessary repairs or alterations to the Room and/or Building; and
      4. maintain, repair and, if necessary, replace the Service Media and any pipes, cables, wires, drains and sewers within the Room.
  14. You agree to comply with the Residents Handbook and, in particular, you agree to pay any charges specified in the Residents Handbook which accrue during the Tenancy Period by reason of any breach of the Tenant’s obligations in this Tenancy Agreement.
  15. You will inform the appointed manager of the Building if you are likely to be absent for more than 48 hours, you appreciate this is important for fire safety and security reasons.
  16. You will remove all refuse/rubbish from the Room, Flat Common Areas or Building Common Areas to the designated waste collection and recycling points at least once every week unless cleaning of your room is provided as part of the Rent.
  17. You will make sure that any guests/visitors you may have to the Building comply with the provisions of this Tenancy Agreement as regards use of the Room or Building and you agree that you will be responsible for the conduct of such guests/visitors and will be in breach of these Tenancy Terms and Conditions if they fail to comply with the provisions of this Tenancy Agreement in relation thereto.
  18. You will obtain prior written approval from the appointed manager of the Building to any party or meeting of more than 6 people. You will ensure that all gatherings arranged by you or taking place in the Building respect the terms of this Tenancy Agreement.

# TRANSFER OF TENANCY

# You agree that you will not assign, sublet, or charge the Room or any part of it or part with possession or share occupation of the Room or any part of it under any circumstances.

# WHEN YOU LEAVE

# By no later than 10am on the last day of the Tenancy Period (however and whenever it ends) you agree to:

* 1. return the Room, the Contents and the key and/or fob to the Room to us in the same condition as recorded on the Inventory;
  2. remove all personal possessions from the Room and the Flat and the Building. If any of your personal possessions are left at the Room, you agree that you will be responsible for meeting all reasonable removal and storage charges. We agree that if you fail to remove any of your personal possessions from the Room and the Flat and the Building within seven days after the last day of the Tenancy Period (however and whenever it ends) we will remove and store the possessions for a maximum of one month and notify you at your last known address that we have done so. If the items are not collected by you within that one month period, you agree that we may dispose of the items. You agree to pay us the reasonable costs of removal, storage and disposal and that such costs may be deducted from any proceeds received from the sale of such personal possessions and/or from the Security Deposit. You accept that if there are any costs remaining after deduction from any sale proceeds and/or from the Security Deposit that these costs will remain your responsibility;
  3. make sure that any refuse/rubbish is disposed of in the external bins provided for the purpose.

# YOUR SECURITY DEPOSIT

* 1. You have paid us the Tenancy Deposit as security for the performance of your obligations under the Tenancy Agreement. This is not a limit of damages if you do not comply with this Tenancy Agreement.
  2. We agree that the Tenancy Deposit shall be protected by the My Deposits Scotland Scheme a recognised tenancy deposit scheme approved by the Government.
  3. At the end of the Tenancy Period you will be given the opportunity to attend a check-out inspection with one of our representatives with a view to reaching agreement as to what, if any, deductions we will be entitled to make from the Security Deposit. It is acknowledged that the Landlord and/or the Manager will then be entitled to apply to the relevant Tenancy Deposit Scheme provider to retain from the Security Deposit such sums as the Landlord and/or the Manager require in order to make good any breach of any of the Tenant’s obligations in this Tenancy Agreement. Where applicable, the Security Deposit, or the relevant amount of the Security Deposit less the aforesaid sums, will be returned to the Tenant following the end of the Tenancy Period.
  4. You will not off-set the Tenancy Deposit against any payment of Rent or other sums due to us under this Tenancy Agreement.
  5. If the Landlord named in this Tenancy Agreement transfers its interest in the Building it may transfer the Tenancy Deposit to the same person to whom it transfers its interest who shall thereafter protect the Tenancy Deposit in accordance with the rules of a Tenancy Deposit Scheme and the Landlord named in this Tenancy Agreement shall not have any further liability to the Tenant for the return of the Tenancy Deposit.
  6. **Tenancy Deposit Rollover**

When you signed your previous tenancy agreement with us, you paid us a Holding Deposit which is now your Tenancy deposit and protected with My Deposits Scotland, a Government approved Tenancy Deposit Protection Scheme. the details for which were provided to you at the start of your tenancy.

To avoid the need for you to make a further payment to secure your booking you may rollover your Tenancy Deposit into your next tenancy and we will take care of the registration process even if you transfer to an alternative room.

At the end of your tenancy we will instruct My Deposits Scotland to de-register your current Tenancy Deposit and immediately re-register it for your new tenancy. Once the registration is complete you will receive confirmation, the prescribed information and a new registration reference from My Deposits Scotland.

# TERMINATION OF THE TENANCY

# Notice is hereby given that the Landlord or its Manager or other agents on its/their behalf may seek to recover possession of the Room using one or more of the grounds specified in Schedule 5 to the 1988 Act which are summarized below:-

**HOUSING (SCOTLAND) ACT 1988: SECTION 18 (6) AND SCHEDULE 5 PARTS I AND II**

Grounds 1-8 set out in Part 1 below are mandatory grounds: that is, if they are established the Sheriff must grant an order for possession.

Grounds 9-17 set out in Part II below are discretionary grounds, that is even if they are established, the Sheriff will grant an order for possession only if he believes it is reasonable to do so.

**Part 1**

**Ground 1:** The Landlord requires the property for himself or his spouse for use as the principal home of one or both of them.

**Ground 2:** The house is subject to a heritable security (a mortgage) and the lender is entitled to sell the house because of the Landlord's failure to keep to the condition of the loan.

**Ground 3:** The house is let under a tenancy for a specified period not exceeding eight months off season holiday let.

**Ground 4:** The tenancy is provided by a specified educational institution and is let during vacation time of a property normally let to students.

**Ground 5:** The house is held for the purpose of being available for occupation by a minister or a full-time lay missionary.

**Ground 6:** The Landlord intends to demolish or reconstruct or carry out substantial works to all or part of the house.

**Ground 7:** The tenancy has devolved under the will or intestacy of the former Tenant.

**Ground 8:** At least three months' rent is in arrears both on the date on which the Notice of Proceedings was served and at the date of the Court hearing.

**Part II**

**Ground 9:** Suitable alternative accommodation is available for the Tenant or will be available for him when the order for possession takes effect.

**Ground 10:** The Tenant continues to occupy the premises having given notice to quit to the Landlord.

**Ground 11:** The Tenant has persistently delayed paying rent.

**Ground 12:** Some rent is unpaid at the start of Court proceedings and at the time of serving the Notice of Proceedings.

**Ground 13:** Any obligation of the tenancy (other than the obligation to pay rent) has been broken by the Tenant.

**Ground 14:** The Tenant or anyone living with him has allowed or caused damage to the house or common parts of the building in which the house is situated.

**Ground 15:** The Tenant or anyone living with him has caused a nuisance or annoyance to neighbours or has been convicted of immoral or illegal use of the premises.

**Ground 16:** The Tenant has damaged the furniture or allowed it to become damaged.

**Ground 17:** The house is let to the Tenant in consequence of his employment by the Landlord and the employment has now ceased.

# Notice is hereby given that the Landlord or its Managing Agent or other agents on its/their behalf may seek to recover possession using one or more of the following grounds, specified in Schedule 5 of the 1988 Act:

# At least three months’ rent is in arrears, both on the date on which the Notice of Proceedings was served and at the date of the Court hearing;

# The Tenant has persistently delayed in paying rent;

# Some rent is unpaid at the start of Court proceedings and at the time of serving the Notice of Proceedings;

# Any obligation of the Tenancy (other than the obligation to pay rent) has been broken by the Tenant;

# The Tenant or anyone living with him was allowed or caused damage to the Room, the Flat Common Areas and/or the Building Common Areas;

# The Tenant or anyone living with him has caused a nuisance or annoyance to neighbours or has been convicted of immoral or illegal use of the Room;

# The Tenant has damaged the furniture or allowed it to become damaged.

* 1. Notice is hereby given that the Room is let subject to Ground 2 of Part I Schedule 5 to the Housing (Scotland) Act 1988 and that recovery of possession can therefore be sought should the circumstances specified in the said Ground 2 arise. The Tenant, by their acceptance hereof, acknowledges such notice to be duly given to them for the purpose of the Housing (Scotland) Act 1988 Act prior to their entering into this Tenancy Agreement.

# AGREEMENTS AND DECLARATIONS

* 1. You warrant (confirm) that you are not listed in the Office for Foreign Assets Control Sanctions List (or equivalent) and you covenant not to become listed on the Office for Foreign Assets Control Sanctions List (or equivalent) and understand that the Landlord may terminate this Tenancy in accordance with clause 8.1 of this Tenancy Agreement if you are found to be listed on the Office for Foreign Assets Control Sanctions List (or equivalent).
  2. It is a condition of this Tenancy Agreement that if we have reasonable cause to believe that you have committed any act of fraud or other similar criminal activity you will be in breach of its terms and we may terminate the Agreement in accordance with clause 8.1.
  3. Where required by the Landlord you will, on demand, provide such documentation and evidence to the Landlord as may be required by the Landlord in order for the Landlord to carry out immigration status rent checks and comply with their obligations in terms of the Immigration Act 2014 as amended from time to time.
  4. You warrant (confirm) that you are a student at a higher education establishment in Scotland and you covenant to continue to be a student at a higher education establishment in Scotland and understand that the Landlord may terminate this Tenancy in accordance with clause 8.1 of this Tenancy Agreement if you are found not to be a student at a higher education establishment in Scotland.
  5. Should you be found to be, or inform us that you are no longer a student at a higher education establishment in Scotland you will remain liable for the Rent payable for the period of this agreement and you will be responsible for any council tax or other charges which apply to the Room and/or the Flat resulting from your change in student status. For the avoidance of doubt where the Room is part of shared accommodation, you will be responsible for the council tax applicable on the entire abode.
  6. You agree to pay us all costs and expenses (including (without limitation) legal costs), incurred by us in or in reasonable consideration of proceedings to recover possession of the Room and/or outstanding Rent and/or any other sum incurred as a result of you not performing your obligations under the Tenancy Agreement.
  7. It is agreed between you and us that if the Room and/or Building are destroyed, or are otherwise damaged so as to make the Room incapable of occupation, then we or you may end the Tenancy Agreement by giving the other one month's written notice.
  8. You agree that neither the Landlord nor the Manager are responsible or liable for any costs, expenses, losses, liabilities, damages or actions of any nature whatsoever relating to or arising out of disputes between tenants or other occupiers of the Building.
  9. To the extent permitted by law, neither we nor the Manager will be liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons including theft burglary, assault, vandalism or other crimes or your personal conflict with other tenants or occupiers of the Building.
  10. Any insurance put in place by the Landlord does not cover the Tenant's possessions save for any specific tenants insurance from time to time arranged by the Landlord’s Managing Agent. . The Tenant is advised to check that any such insurance is adequate and if not insure the Tenant's own possessions with a reputable insurer

# GUARANTEE

# The Guarantor guarantees to us that the Tenant shall pay the Rent and any other amount due under this Tenancy Agreement and observe and perform the Tenant's covenants under this Tenancy Agreement and that if the Tenant fails to pay the Rent or other amount due or to observe or perform any of the Tenant's covenants, the Guarantor shall pay or observe and perform them.

# The Guarantor covenants with us as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under this clause to indemnify and keep indemnified us against any failure by the Tenant to pay the Rent or other amount due or any failure by the Tenant to observe or perform any of the Tenant's covenants under this Tenancy Agreement.

# If the Tenant breaches the Tenancy Agreement at any time during the Tenancy Period, the Manager reserves the right to advise the Guarantor of any such breach without prior notice.

# The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:

# any time or indulgence granted by us to the Tenant;

# any delay or forbearance by us in enforcing the payment of the Rent or other amount due or the observance or performance of any of the Tenant's covenants under this Tenancy Agreement or in making any demand in respect of them;

# us exercising any right or remedy against the Tenant for any failure to pay the Rent or other amount due or to observe or perform the Tenant's covenants of this Tenancy Agreement;

# us taking any action or refraining from taking any action in connection with the Security Deposit; or

# the Tenant dying or becoming incapable of managing his or her affairs.

# DATA PROTECTION

* 1. You (and to the extent applicable, the Guarantor) hereby consent to the use of personal data (as defined in the Data Protection Act 1998) in accordance with the terms of this clause.
  2. We will hold certain personal data about you and the Guarantor as a result of the information you and/or the Guarantor provide to us in connection with this Tenancy Agreement. This information will be held and processed (as such term is defined in the Data Protection Act 1998) by us for purposes connected with this Tenancy Agreement and we will do so in accordance with the provisions of the Data Protection Act 1998. The above permission includes the use by us of your (and to the extent applicable, the Guarantor's) personal data to assist in the prevention of crime or to protect the vital interest of you the Guarantor or any person. In the event that we have serious concerns about your health or well-being you give us permission to contact your named next of kin or guarantor or other person whom you have nominated for this purpose.
  3. The information we process may include your (or the Guarantor's) sensitive personal data (as defined in the Data Protection Act 1998). It also includes disclosure of personal data to any potential purchaser of the Building from the Landlord.
  4. You and the Guarantor also give us express consent to use their personal data to undertake searches against sanction lists maintained by United Kingdom or United States governments, including those lists maintained by the United Kingdom Treasury and the United States Office of Foreign Assets Control or any other government list from time to time considered appropriate by us.
  5. You and the Guarantor are able to opt-out of our processing of personal data about each of you to the extent that such processing is not required for us to exercise our rights or to discharge our obligations under this Tenancy Agreement.
  6. We would also like to be able to use the personal data that you and the Guarantor provide for marketing purposes, and in particular to provide you and the Guarantor with information on goods and services that we may provide from time to time. You and the Guarantor consent to the use of personal data for such purposes. You or the Guarantor may withdraw your consent to this at any time.
  7. We may also use your personal data and the personal data of the Guarantor to establish a Customer Feedback Survey which will involve passing your details to a third party company for the purpose of processing the results of that survey. You and the Guarantor consent to the use of their personal data for such purposes. You or the Guarantor may withdraw consent to this at any time. Such withdrawal of consent should be in writing or other electronic means.

# SEVERABILITY

If any term, condition or provision contained in the Tenancy Agreement shall be held to be invalid, unlawful or unenforceable to any extent, the validity, legality or enforceability of the remaining parts of the Tenancy Agreement shall not be affected.

# NOTICES

You are hereby notified that you may serve notices (including notices in proceedings) on us at the following address:

Vero Group

6th floor,

15 Finsbury Circus House

Finsbury Circus

London

EC2M 7EB

The addresses for service of notices on you and/or the Guarantor are the addresses of those parties as set out in the Tenancy Letter.

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For and on behalf of the Landlord

…………………………………………………….

Tenant

…………………………………………………….

Guarantor