

**CONDITIONS OF LEASE FOR ACADEMIC SESSION 2023-24
Garthdee Towers**

By submitting your electronic signature, you (a "resident") are confirming that you agree to comply with, and be bound by, these Conditions of Lease (the "lease") throughout your tenancy. Please note that any resident who contravenes their lease may be subject to the Misconduct Procedures contained in the University's Academic Regulations in respect of Student Conduct, the penalties for which include, but are not limited to, fines and the termination of the resident's lease.

The Academic Regulations can be read in full at
www.rgu.ac.uk/governanceacademicquality

If you have any queries prior to entering into your lease, please do not hesitate to contact the University's Accommodation Service by e-mail at accommodation@rgu.ac.uk or online at www.rgu.ac.uk/accommodation.

The offer of university accommodation is made by Robert Gordon University (the "University") to the resident on the following terms and conditions:

1 Lease Period

The lease is offered for the full period stated on the offer of accommodation (the "offer"). The resident accepts that this lease period includes all vacation periods and may not coincide exactly with the times that the resident needs to attend University. The lease cannot be terminated early solely on the grounds that you are no longer required to attend lectures or other activities on campus.

1.1 Offer Conditions

a) For the offer to be valid, you must have no outstanding debt in respect of previous University accommodation.

b) Residents must be capable of living independently. If a resident requires care services, these must be provided by, and at the sole expense of, the resident. If the resident will require any care services, then these must be agreed in writing with the University prior to an offer being made.

c) The lease is for the full lease period as stated on the offer regardless of whether this coincides exactly with the duration of studies and cannot be terminated early except in limited circumstances outlined in Section 1.4.1. All accommodation fees must be paid on or before the due dates as outlined on the offer of accommodation.

d) The offer of lease is valid for acceptance within 7 clear days.

e) The resident must be a full-time enrolled student at Robert Gordon University in order to reside in the Accommodation.

1.1.1 Acceptance of Offer

Applicants who accept their offer do so for the full period of the lease and fees as stated on the offer.

a) Applicants may cancel their acceptance in the following circumstances:

(i) Applicant has been denied the necessary Visa to allow them entry into the United Kingdom for the purposes of studying at the University, or

(ii) The course of study onto which the applicant has been accepted is cancelled by the University.

b) All applicants, regardless of the date of acceptance, may cancel within 7 days of their date of acceptance provided that they have not collected keys, received services or received accommodation under the lease.

c) After the expiry of the 7 day period, applicants may still cancel their acceptance on or before Friday 25th August 2023 provided that they have not collected keys, received services or received accommodation under the lease. Such applicants will be liable to pay an administrative fee of £25.00.

d) From 25th August 2023 onwards cancellations will not be accepted, unless the applicant is within 7 days of the date of their acceptance, in which case Section 1.1.1 b) will apply.

Applicants who have not: (i) collected keys, nor (ii) made any rental payment, after 14 days from the lease start date, shall automatically be served notice of termination of the lease by the University in accordance with Section 1.4.2. Such applicants will be liable for the accommodation fees for the period from the lease start date to the lease termination date.

In all cases, applicants cannot cancel their acceptance once they have collected keys, received services or received accommodation under the lease.

1.2 Accommodation Provided Outwith the Lease Period

In the event that the University agrees to provide accommodation outwith the period stated in the lease, for example, where a resident requests to stay for additional days at the lease end date, the resident will be required to enter into a separate agreement in respect of this period which will be bound by these same conditions of lease. The resident will be required to pay for the additional days/weeks on a pro-rata basis. The University will not agree to provide accommodation outwith the lease period if the resident has outstanding accommodation debt.

1.3 Method of Payment/Bank Charges

All fees must be paid in Pounds Sterling (GBP). Any fees or commission charged for currency conversion must be paid by the resident.

Where a resident chooses to pay their fees by any method which is likely to incur bank charges, (eg. direct bank transfer), any such charges must be paid for by the resident. The University shall accept no responsibility for the payment of these charges.

1.3.1 Debt to the University

Residents are required to pay their fees and all other payments outlined in the offer of accommodation, by the due dates set out in the payment schedule. Failure to make payment by the due date will result in:

- the resident being liable for late payment charges,
- the resident's access to internet services at the accommodation site being blocked,
- referral to a debt collection agency (including resident liability for payment of all costs incurred and VAT, where applicable),
- possible eviction from the accommodation in accordance with University Policy.

The University will seek to recoup all costs involved in pursuing outstanding payments or legal fees arising from an eviction.

1.3.2 Payment by Sponsor

Residents whose accommodation fees are paid directly to the University by their sponsor accept that in the event that their sponsor defaults on any payments due, they become personally liable for the fees and any other monies due under their lease.

1.4 Resident Ceasing to be a Full-Time Enrolled Student

When a resident ceases to be a full-time enrolled student at the University for any reason, including where the resident has withdrawn from or suspended their course of study, or where the resident has had their enrolment terminated by the University, the resident is no longer permitted to reside in the accommodation. The resident is required to notify Accommodation Services within 7 days of ceasing to be a full-time enrolled student.

The resident must return their room keys to a member of Accommodation staff and the lease will be terminated at the date that the keys are returned. The resident will remain liable for the accommodation fees up until the date the keys are returned. In addition, a lease termination fee equivalent to one week's rent shall also be payable.

If a resident fails to return their keys within 14 days of ceasing to be a full-time enrolled student, the University may serve notice of termination in accordance with Section 1.4.2.

1.4.1 Lease Termination by the Resident

The University will only consider the early termination of a lease in limited circumstances and in accordance with the policy for processing lease termination requests. This policy can be viewed in full at: - www.rgu.ac.uk/accommodationleasetermination (pdf file)

For the avoidance of doubt, return of the keys in itself does not terminate the lease and the resident will continue to be responsible for the rent until the end of the lease period.

1.4.2 Lease Termination by the University

The University may terminate the lease at any time upon giving 14 days' notice (or a shorter period of notice as the University may at its sole discretion deem appropriate in the circumstances) to the resident. Examples of when this option may be exercised include:

- a) the resident ceasing to be, or not becoming, a full-time enrolled student of the University.
- b) the accommodation becoming unsuitable for habitation, eg. due to required building work, and the University having offered the resident a lease of alternative accommodation of a similar nature at an alternative location which has been declined by the resident.
- c) the resident's legal entitlement to remain in the United Kingdom expiring or otherwise becoming invalid.
- d) where termination of lease is the outcome of a non-academic misconduct hearing.

The resident will remain liable for the accommodation fees up until the date the keys are returned and in all cases a lease termination fee equivalent to one week's rent shall also be payable.

1.5 Resident Not Able to Live Independently or Unsited to Communal Living

Following commencement of the lease, where a resident is, in the University's reasonable opinion, either:

- (i) Not able to live independently; or
- (ii) Unsited to communal living;

the University will, in the first instance, work with the resident to try to find a suitable solution to the issue. This may include, but not be limited to, encouraging the resident to engage with the student counselling service or appropriate health care professionals, and/or moving the resident to alternative accommodation in exceptional circumstances. If a move is felt appropriate, every effort will be made by the University to move residents to accommodation of a similar standard, although where this is not possible, an appropriate fee adjustment will be made by the University.

In some circumstances there may not be any suitable solution available and in that case the University reserves the right to terminate the lease in accordance with Section 1.4.2.

1.6 Placements

Residents who are required by the University to go on placement outwith the Aberdeen area will not be considered for a lease termination for this reason. However, with the exception of those studying Nursing/Midwifery, the University is willing to offer a reduced rate of rent for whole or part of the duration of the placement period. Any resident submitting an application for such a reduction will be required to provide written evidence from the appropriate faculty confirming the dates and location of their placement. Full details on how to apply for a reduction in rent whilst on placement are available at: www.rgu.ac.uk/accommodation-placement-reduction.

1.7 Transfers Within University Accommodation

The University is willing to consider requests from residents who wish to transfer to alternative University accommodation. Any resident wishing to transfer should note that an administrative fee of £25.00 is payable upon completion of the transfer. Accommodation Services may not be able to process applications for transfer at the beginning and end of each semester. The University's policy for the processing of accommodation transfer applications can be found here: - www.rgu.ac.uk/accommodationtransferpolicy (pdf file)

1.7.1

The University reserves the right to transfer residents to alternative accommodation on a temporary or permanent basis without apportioning blame in situations including:

- a) where conflict has arisen between residents,
- b) where there have been allegations of anti-social behaviour impacting on other residents,
- c) where the University believes that such a transfer is necessary to safeguard the welfare/wellbeing of a resident or residents,
- d) as a result of a non-academic misconduct hearing.

This does not constitute a lease termination and is done for the benefit of all individuals involved and shall subsist until either a solution is found to the problem or until the end of the lease period. Every effort will be made by the University to move residents to accommodation of a similar standard, although where this is not possible, an appropriate fee adjustment will be made by the University.

1.7.2

The University reserves the right to move a resident or group of residents on a temporary or permanent basis in exceptional circumstances, including but not limited to, when necessitated by essential maintenance / refurbishment or when a resident is occupying an adapted room and does not have a specific disability or medical need for the room, and the room is required for another resident who does have a specific disability or medical condition necessitating an adapted room.

Every effort will be made by the University to move residents to accommodation of a similar standard, although where this is not possible, an appropriate fee adjustment will be made by the University.

1.7.3

Residents are required to notify Accommodation Services if any of their personal details change (eg. name, contact details and/or gender).

1.7.4 The University may allocate residents to vacant rooms within a flat at any time and without notice or consultation with current residents.

1.8 Car Parking

There are a limited number of car parking permits available on campus at an additional charge to residents at Garthdee Towers. Further information and application details are available by sending an email to accommodationcarparking@rgu.ac.uk. Cars are parked at residents' own risk and the University accepts no liability for damage or theft.

1.9 Bike Storage

Bikes must only be stored in designated bike storage areas on site and must not cause an obstruction. Bikes are not permitted inside any of the University buildings including flats, blocks, laundry room and common areas. Bikes are stored at Residents' own risk and the University accepts no liability for damage or theft.

1.10 Keys

Residents are responsible for the keys issued to them. Under no circumstances should keys be passed to third parties. Lost or stolen keys must be reported immediately to site staff and residents will be charged for the cost of replacement keys. Residents will also be charged for the cost of replacement if keys or fobs are damaged. Any such charges are required to be paid within 10 days. The current cost of a replacement set of keys is £32, however, this is subject to change at any time.

1.11 End of Lease Period

At the end of the lease period, residents must remove all of their belongings from bedrooms and communal areas. This includes all food and drink being stored in the communal fridge/freezers. Any items remaining in the accommodation at the end of the lease period (or once the resident has returned their keys, whichever is the sooner) will be deemed to have been discarded and will be disposed of immediately. The University will charge residents £10.00 per rubbish bag if items require clearing from the accommodation.

Bedrooms and communal areas must be left in a clean and tidy condition otherwise additional cleaning charges will be imposed. If communal areas require cleaning and the University is unable to establish a responsible party, then the cost will be shared equally between all residents of the flat.

Residents must vacate their accommodation no later than 12 Noon on the official departure date and all keys must be returned prior to departure from the residences. Residents who fail to return their keys will be liable for the cost of replacement keys.

Residents are responsible for redirecting their mail once they have returned their keys.

2 Residents' Obligations

a) Residents shall behave in such a way so as to avoid unnecessary expenses for the University, eg. preventing damage to the fabric, furnishings and fittings in excess of normal wear and tear, additional cleaning, etc.

b) Residents shall not endanger the safety or wellbeing of other tenants nor compromise building safety or security, eg. residents must comply with fire regulations including preventing the covering of smoke and heat detectors.

c) Promotion of a congenial life for all residents – this includes treating all fellow residents with respect at all times; bullying and harassment will not be tolerated.

2.1 Damage to Fabric and Furnishings During Lease Period

Residents share a communal responsibility for the fabric, furnishings and fittings of the building, and in particular for their flat. Residents have personal responsibility for their own study/bedroom.

Any items of furniture, equipment, etc. that are found to be damaged or missing during the lease period will be replaced/repared and the resident(s) charged for the full cost thereof, less an element of wear and tear.

If a communal item is damaged and the University is unable to establish a responsible party, then the cost will be shared equally between all residents of the flat.

Items found to be damaged or missing following the University's inspections throughout and at the end of the lease period will be notified to those who were resident in the flat along with the appropriate charge. The University will take into account an element of wear and tear which will not be attributed to the residents.

2.2 Inventories

Residents will be required to check and complete an electronic inventory within 48 hours of moving into the accommodation. This gives residents the opportunity to record any discrepancies which can then be attended to by university staff. It is imperative that due care and attention is given to checking the inventory as any unreported discrepancies will lead to residents being charged for the cost of damaged/missing items at a later date.

2.3 Cleanliness and Hygiene

Maintaining the cleanliness of flats/bedrooms is the responsibility of the residents and residents are required to use the cleaning equipment provided to maintain cleanliness daily within their flat/bedroom. Housekeeping staff will support residents with weekly cleaning of communal areas, which includes entrance hallways, stairwells and the communal areas within the flat and this is done to ensure that an acceptable standard of cleanliness is being maintained in these areas. Residents share communal responsibility for the removal and disposal of rubbish and recycling into the appropriate facilities on-site. Each resident is solely responsible for maintaining cleanliness within their bedroom and adjoining shower area.

University staff and approved contractors have right of access to check that premises are being maintained in a clean and tidy condition. On occasion, this will include individual study bedrooms. Failure to maintain the accommodation in a clean and tidy condition to the satisfaction of the University will result in residents being issued with written warnings and/or cleaning charges and fines.

Refrigerators/freezers should be defrosted regularly by the residents to prevent damage and maintain their efficiency. Any costs relating to servicing of equipment due to neglect or misuse by residents will have to be met by those responsible. If the University is unable to establish a responsible party, then the cost will be shared equally between all residents of the flat.

The build-up of fat and grease on cookers creates a fire hazard. Cookers and grills must be cleaned on a regular basis to minimise this risk.

The University will provide all students with a mattress protector on arrival, but residents will need to provide their own bedding. For hygiene reasons, bedsheets and a mattress protector must be fitted to the bed before using.

The University will take the following actions in the event that a satisfactory standard of cleanliness is not being maintained:

1. Residents will be issued with a 48 hour cleaning notice. A further inspection will take place after 48 hours.
2. If the accommodation is still found to be in an unsatisfactory condition after 48 hours, residents will be issued with a warning and RGU cleaning staff will be instructed to clean the area. A £100 cleaning charge will be levied, to be shared between all residents of the flat.
3. In the event that a second 48 hour notice is required prior to the end of the lease period, a final warning will be issued to residents. RGU cleaning staff will be instructed to clean the area and a £150 cleaning charge will be levied, to be shared between all residents of the flat.
4. If two 48 hour notices have already been issued and a further incidence of unsatisfactory cleanliness occurs, all residents will be required to attend a meeting with Estates & Property Services management to discuss the issue of persistent unsatisfactory cleanliness.
5. Any further instances of unsatisfactory cleanliness will result in all residents being referred for investigation in accordance with the University's Student Conduct Procedure as outlined in Section 4 of the Conditions of Lease.
6. Exceptionally, depending on the severity of the condition of the accommodation then the resident(s) may be required to attend a meeting with Estates & Property Services management and/or be referred to a Misconduct Hearing following a first instance of unsatisfactory cleanliness of the accommodation.

2.4 Maintenance

From time to time, it will be necessary for the University to carry out maintenance work during term time, but every effort will be made to ensure inconvenience to residents is minimised.

Advance notice of any maintenance work will normally be given except in emergency situations or when maintenance has been requested by the resident.

2.4.1 Faults/Repairs

Throughout the lease period, it is the residents' responsibility to report any faults and/or repair requirements promptly to site-based facilities staff. Where possible, this should be done via email to allow an auditable timeline to be established for defect reporting and to ensure issues are addressed promptly. The University endeavours to deal with all repairs as quickly as possible, however some repairs, by their nature, are more urgent than others and will be dealt with as a priority in line with the agreed priority assessment process which has been established with our maintenance provider. Residents are to note that where there is a requirement for parts to be ordered there may be a delay in completing a final permanent repair and in these circumstances temporary arrangements will be made to minimise impact.

Due to the nature of the work required, advance notice of entry may not always be given, in order to carry out repairs or fix faults in a timely manner.

2.5 Care of Grounds

This is the responsibility of the University. Residents and visitors should assist staff in maintaining standards by discouraging vandalism and littering.

2.6

Guests

The University operates a system which allows a resident to have one guest to stay overnight in their study bedroom only (not in common areas). The University would normally only agree to one stay of up to three nights per month and you should obtain consent from all other residents in your accommodation.

For the safety and security of all residents, guests who do not have permission to stay overnight are not allowed anywhere on the premises between Midnight and 08.00.

Residents are responsible at all times for the actions and behaviour of their guests whilst within university accommodation and must ensure they do not cause a disturbance to others, particularly in relation to noise and anti-social behaviour as detailed in Section 2.11. Guests are not permitted to be in your accommodation if you are not present.

For security reasons, no overnight guests will be allowed during Freshers' period (9th – 17th September 2023). During the main assessment periods (Saturday 2nd to Friday 15th December 2023 and Saturday 20th April to Friday 3rd May 2024) residents are encouraged to refrain from inviting guests onto the site in order to minimise disruption to others. During these periods, the University may operate an increased security presence and require guests to sign in and out when entering and leaving the site.

University staff have the authority to refuse access to a guest at any time, or to ask them to leave the site. Such action will be taken where necessary to safeguard the security and general wellbeing of residents.

Residents visiting other flats after midnight must ensure that they do not cause a disturbance to others. Site staff have the authority to ask a resident to return to their own flat if it is felt that this is in the best interests of other residents.

University staff also have the authority to withdraw a resident's overnight guest privileges for a prescribed period of time, with the maximum period being until the end of the lease.

2.7

Sub-Letting and Unauthorised Use of Accommodation

Under no circumstances may residents sub-let their accommodation.

Residents are prohibited from carrying out any profession, trade or business within university residences, including carrying out promotional activities on behalf of any external organisation. Residents are prohibited from distributing promotional materials including fliers, leaflets and posters anywhere within the student residences, including car parks.

2.8

Smoking

Smoking is prohibited in all areas of university accommodation, including in the entrances and doorway areas. This includes smoking of electronic cigarettes/vaping.

Smoking is only permitted in the designated smoking shelter which is clearly marked on notices displayed on site. Smoking is prohibited elsewhere on the site in order to protect the health and wellbeing of residents and prevent the unnecessary activation of fire alarms.

Any damage to the fabric and furnishings caused by smoking on the premises may result in charges being imposed. If the University finds evidence of smoking within the accommodation, the resident will be charged for cleaning and repainting costs.

2.9 Animals

Pets are not permitted anywhere on the premises.

Assistance and therapy animals are considered on a case-by-case basis in accordance with university policy. You may be placed in accommodation where another resident has a university approved assistance or therapy animal.

2.10 Electrical Appliances

Small electrical appliances such as laptops, computers, printers, chargers, games consoles, televisions (television licence required) and personal grooming equipment are permitted. Permission is required from the University for other electrical items. Strobe lights are not permitted in university accommodation for health and safety reasons. Kitchen appliances, including but not limited to, fridges (unless provided by the University for medical reasons), toasters, kettles and microwaves, are not permitted in bedrooms for safety reasons. Lithium batteries with a capacity greater than 100-watt hours are prohibited in all areas of university accommodation.

Residents are responsible for the condition of electrical appliances brought into the residences. The University does not undertake safety testing of residents' personal electrical equipment. If such electrical equipment is over one year old, the resident should ensure that it is subject to testing by a qualified electrician. The University reserves the right to request that residents remove any electrical appliance from the building which has not been so tested.

2.11 Noise and Other Anti-Social Behaviour

Items which may cause a disturbance to other residents, eg. musical instruments, sound bars, amplifiers and bass speakers, are not permitted without the prior consent of the University.

For the benefit of all residents, the quiet hours of 23:00 to 08:00 must be observed. During this time residents must ensure that they do not cause unnecessary disturbance to others.

At all times, residents should be mindful that other residents may be sleeping or studying and should not cause excessive noise disturbance. In the event that electrical appliances are involved in the noise disturbance, the resident responsible will be required to remove these items from the accommodation or they may be confiscated by university staff.

Ball games are strictly prohibited in all University residence car parking areas.

2.12 Illegal and Psychoactive Substances

Residents must not possess, distribute or use any illegal or psychoactive substance (covered either by the Misuse of Drugs Act 1971, or the Psychoactive Substances Act 2016) or misuse any medication (prescribed or otherwise) as covered by the Misuse of Drugs Act 1971 and Medicines Act 1968. This extends to any guests on the premises and includes external areas of the residence. Any illegal substances, or equipment which University staff suspect is or could be for the use of illegal substances may be confiscated if found.

Any resident found to be using, possessing or dealing in illegal substances will be reported to the police and subject to the Disciplinary Procedures contained in the University's Academic Regulations in respect of Non-Academic misconduct and/or Accommodation Misconduct.

The University's Students Drugs Policy can be viewed in full at:
<http://www.rgu.ac.uk/policies>

2.13 Offensive Weapons

Offensive and dangerous weapons are strictly prohibited within the residential accommodation, or its vicinity, whether legally held or not. This

includes, but is not limited to, air pistols, hunting knives, martial weapons and fireworks.

2.14 Data Connection

All rooms are fitted with a data network connection and Wi-Fi capability. Uninterrupted internet connection cannot be guaranteed. This service must be used in connection with all current University IT policies, and the JANET acceptable use policy. Internet access will be withdrawn from residents who have not made their accommodation payments in line with their payment schedule. Residents are advised that illegally downloading copyrighted material may result in access being permanently removed.

Please note that the University does not provide computer equipment for use in residences.

2.15 Complaints

Complaints will be handled in accordance with the University's [Complaints Handling Procedure](#).

Faults should be reported in accordance with Section 2.4.1 above.

2.16 Acceptable Behaviour

Residents are expected to behave courteously, and not to engage in behaviour which is likely to be prejudicial to the good order or to the reputation of the University.

3 SAFETY & SECURITY

3.1 Fire Precautions/Fire Drill

Detailed fire instructions will be found in each study bedroom/flat. These must be studied carefully so that in the event of a fire, correct and prompt action may be taken by residents.

The University and Fire Authority will view very seriously anyone tampering with fire safety apparatus. This includes call points and smoke/heat detectors which are provided to residents for their own safety and must never be covered. Fire appliances must only be used for fighting fires. Extinguishers must be available at all times in the event of an emergency. They must on no account be discharged, except in such emergencies. Fire lanes (corridors) are not to be blocked and fire doors throughout all the residences are to be kept closed at all times. Anyone found to be tampering with fire safety equipment will be subject to disciplinary action which is likely to result in eviction from university residences. These actions may also be reported to the Police which could result in criminal charges being brought against the person or persons responsible.

Fire drills will be held on occasions throughout the session. It is essential that ALL residents take part in this exercise and co-operate fully with the Safety Officer and site staff. Residents must evacuate immediately on hearing the fire alarm and remain outside until advised by the site staff or fire service. Failure to do so will result in disciplinary action. All buildings are served by audible fire alarms. Residents should be aware that noise cancelling headphones and sources of noise such as music can impact on their ability to hear the alarm. Residents are responsible for ensuring that they can hear and react to the fire alarm at all times. (Residents who suffer from a hearing impairment can be provided with an alternative device for being alerted to the fire alarm).

3.1.1. Carbon Monoxide (CO)

Each flat is equipped with a Carbon Monoxide (CO) detector/alarm. In the event that the alarm sounds, residents are required to open windows and alert site staff immediately.

In the event that any resident notices a smell of gas they are required to open windows and take immediate steps to alert site staff, even if the CO alarm has not been activated.

3.2 Fire Safety

Due to the risk of fire, the following items are not permitted in your accommodation:

- Any form of open deep fat frying (electrically operated fryers with a lid and a safety cut-off are permitted);
- Candles (even if solely for decorative purposes) or any items with a naked flame;
- Portable heaters, radiators or other heating appliances, unless issued by University staff in the event of heating failure;
- Lithium batteries which have a capacity greater than 100-watt hours.

Fire equipment that has been used, regardless of the circumstances, must be reported immediately to site staff. Residents share a collective responsibility for reporting fire equipment use, and failure to do so could jeopardise your own and other residents' safety.

3.3 Security

A security entry system is in operation in all complexes and residents must not compromise security, eg. propping doors open or allowing non-key holders to follow them into the building. Door wedges are not permitted to be used in the accommodation as all internal doors are fire doors and will be removed by site staff if found. Windows must not be used to enter or leave buildings as this practice endangers the security of property and the safety of residents. Study bedrooms should be locked when unoccupied and ground floor windows should not be left open.

Keys for the residences are issued by the site staff and must be returned to them at the end of the lease period. All doors should be locked when the property is unoccupied to safeguard communal equipment and personal belongings. Residents are strictly prohibited from passing keys to third parties for any reason.

CCTV is installed at some of the University accommodation sites. CCTV within University premises is operated in accordance with current law and the Information Commissioner's operating guidelines.

3.4 Parties

Parties are permitted on the condition that there is no breach of lease conditions, particularly but not exclusively, in respect of guests, excessive noise and anti-social behaviour (Sections 2.6 and 2.11). Any resident or group of residents who are hosting a party are expected to show due consideration to other residents and are responsible at all times for the behaviour of their guests.

3.5 Site Staff

Residents are obliged to comply with all reasonable requests made by site staff, including members of the ResLife team. This particularly applies to issues relating to safety and security of the site. RGU Accommodation has a zero-tolerance policy in respect of aggressive and/or abusive behaviour towards site staff and any resident failing to comply with this will be subject to disciplinary action.

3.6 Access to Accommodation by the University

It may on occasion be necessary for university staff and /or approved contractors to have access to all areas of the accommodation. Any such person will be carrying identification and will ring the doorbell and knock on both external and internal doors before entry and will announce their presence on entering.

3.7

Data Protection

The University will comply fully with the provisions of current Data Protection legislation when processing residents' personal data. The University's privacy notice, which details why and how resident's personal data is processed, is available on the University website.

Accommodation Services will provide resident's details to the Internet Provider in cases where there is outstanding debt and internet access is being withdrawn in accordance with Section 1.3.1.

Accommodation Services will provide resident's details to Endsleigh Insurance for the purpose of validating any claims made by residents. Endsleigh Insurance will comply with current Data Protection legislation and will not use residents' information for marketing purposes.

Accommodation Services is required, in accordance with Regulation 23 of the Representation of the People (Scotland) (Regulations) 2001, to provide information on university accommodation residents to the Electoral Registration Officer for the purposes of maintaining registers of parliamentary and local government electors. The University will comply with this requirement and will provide the information requested.

Personal data may be made available to appropriate members of RGU staff for the purpose of maintaining security on the site and ensuring compliance with Health & Safety legislation.

Personal data and information relating to the tenancy will not be disclosed to or discussed with third parties without the prior written permission of the relevant resident. For the avoidance of doubt, third parties include parents, guardians and sponsors.

4

Disciplinary Procedure for Non-Academic Misconduct and Accommodation Misconduct

Residents who do not comply with these Conditions of Lease may be subject to the [Student Conduct Procedure](#) as detailed in the academic regulations governing the University (the "Regulations").

Under the Regulations, specific University staff have the authority to impose disciplinary action. This action can include, but is not limited to, warnings, fines and termination of lease.