**University of Stirling Accommodation Occupancy Agreement 2023/24**

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

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

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

**By accepting your offer of Accommodation, you are completing a legally binding contract committing you to all the terms of this agreement. The terms and conditions of this agreement replace the terms and conditions under any other Occupancy Agreement that you had with us before this agreement, in relation to any property owned or managed by the University**.

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| **Definitions** |
| The following terms shall have the meanings as specified: |
| **Accommodation** | means a room within a flat, a studio flat, a house, a chalet, a hall of residence and/or a flat as the context requires |
| **Accommodation Services** | means the department which manages Accommodation and is the official representative of the University of Stirling. |
| **Alcohol-free Flat** | means a flat where all the students have agreed not to drink alcohol in the flat. An Alcohol-free Flat is also a Quiet Flat |
| **Commencement Date** | means the date from which your period of occupancy in Accommodation starts. |
| **Landlord** | means UK PBSA (Wellgreen Place Stirling) Student Limited (for Centro House residents), Maven Partners (Carters Yard) GP LLP (for Carters Yard residents) and UK PBSA (Forthside Way Stirling) Student Limited (for Riverside Quay residents). |
| **The Offer** | means the specific terms of the Offer of Accommodation allocated to you |
| **Show flat** | means a flat where the communal areas will be used to show prospective students Accommodation during student recruitment events included but not limited to Open days, Applicant days and International Agent visits |
| **Show room** | means a bedroom within a Show Flat that will be used to show prospective students Accommodation during student recruitment events including but not limited to Open days, Applicant days and International Agent visits |
| **Overnight Visitor** | means an invited guest who may stay for no more than 2 consecutive nights |
| **Period of Occupancy** | means the period of time for which you have reserved Accommodation |
| **Property** | Means the room allocated to you in The Offer |
| **Quiet Flat** | means a flat where all students have agreed to respect quiet living. This includes keeping the volume of televisions and audio equipment low and being considerate regarding noise levels. Please note, it is not possible to regulate the levels of external or environmental noises. |
| **Sessional Charge** | means the rent payments for the agreed Accommodation |
| **Termination Date** | means the date you are required to leave the Accommodation |
| **University** | means the University of Stirling, a Scottish Charity (Number SC011159) having its Registered Office at The University of Stirling, Stirling, FK9 4LA (Landlord Registration Number 98941/390/08560). |
| **Visitor** | means an invited guest |
| **You** | means the student to whom this Occupancy Agreement is applicable |
| **Terms of Agreement** |  |
| **Parties** | This Occupancy Agreement is between the University of Stirling (“The University”) and You. |
|  | Accommodation Services in terms of this agreement allows you to live in the Accommodation specified in your Offer within the property specified (“the Property”). |
| **Terms** | The occupancy of the Accommodation will start on the Commencement Date and will continue until the Termination Date. You will be entitled to occupy the property from a time to be notified on the Commencement Date until 9.30 am on the Termination Date. Once accepted this Occupancy Agreement is binding and you will be held liable for the full Sessional Charge for the Period of Occupancy as outlined above. |
| The Period of Occupancy and any rights you have to reside in the property will terminate if you cease to be a registered student or are granted leave of absence. |
| Accommodation Services has the sole right to allocate Accommodation without the requirement for consultation period. |
| Accommodation Services has the right to terminate this agreement if, through no fault of their own the Accommodation becomes severely damaged and is deemed unfit for occupation or are unable to provide the Accommodation as a result of events beyond their control. |
| When you accept this Occupancy Agreement you also accept registration by Accommodation Services for any purposes required by law. |
| Accommodation Services reserves the right to move residents either temporarily or permanently for reasons as deemed necessary, this will not occur without good reason. |
| The Director of Accommodation Services or nominee will be the sole judge on any question relating to interpretation, conduct, enforcement or termination of this Occupancy Agreement. |
| **Use of Accommodation** | You are the only person permitted to occupy the accommodation that you accept, unless you have accepted family or couples’ accommodation. |
| You must only use the accommodation for living in, you are not permitted to run a business from your accommodation. |
| You are not permitted to transfer your agreement to anyone else, or to sub-let your room, or allow anyone else to live in your accommodation. |
| You must allow our staff and/or authorised contractors to enter your accommodation for all repairs and maintenance |
| You must not cook or use any kitchen appliances in your bedroom, including self-heating pots. |
| You must not leave cooking food unattended in the kitchen  |
| You are reminded that you will be living in your accommodation as part of a new community. You will be expected to communicate effectively and courteously with your new flatmates and resolve any problems between you. You should look to discuss rotas for cleaning and taking bins out as well as discussions over allocations of cupboard/fridge/freezer space within the first few days of arriving. |
| **1** | **Our Responsibilities** |
| **Repairs & Maintenance** | Accommodation Services agree to maintain the structure of the property, the Accommodation, fixtures and fittings and to carry out repairs within a reasonable period of time after being notified of faults. |
| Where a loss of power or heating occurs, the University will endeavour to remedy the situation as soon as reasonably practicable. Alternative areas will be provided for student use during any sustained loss of services. |
| Accommodation Services has the right to come into the property to carry out reported repairs during reasonable times of the day. A minimum of 48 hours’ notice of such access shall generally be given, except in the case of emergency when a shorter period or no notice may apply. You hereby agree to give such access as required. In an emergency, the University reserve the right to make forcible entry to the Accommodation and the property. |
| Accommodation Services has the right to come into the Accommodation and the property to undertake a cleaning and/or safety inspection. Accommodation Services will give 48 hours’ notice of when such access is required, except in the case of emergency when a shorter period or no notice may apply. You hereby agree to provide such access as is required for such cleaning inspections. Accommodation Services reserves the right to gain access to the Accommodation in the event you are unable to or refuse to provide such access. |
| The University has an obligation to run the water in your ensuite shower room or washbasin at least every 7 days to maintain water hygiene. For this reason we need to know if you are leaving your Accommodation at any time for a period of 7 days or more. This is particularly likely at the Christmas and Easter semester breaks but may also be relevant if you leave Stirling for an extended work placement or return home if you are ill for instance. You should understand that your Accommodation will be accessed by University staff during the period of your absence to run the water for a 5 minute period. |
| When necessary building work is being carried out there may be some disturbance and noise. The University regret any inconvenience which may be caused. Any disruption will be minimised and work restricted to standard daytime hours, except in the case of emergency. |
| **Services** | The University/Landlord will insure the property, furniture, fittings and equipment which are provided under the terms of this agreement. |
| There is no housekeeping assistance at Carters Yard, Centro House or Riverside Quay. |
| In University owned and managed accommodation housekeeping staff are there to assist with cleaning and work September to May, excluding June to August. They will assist with the cleaning of the communal kitchen areas and toilet and shower facilities including ensuite facilities. Housekeeping will not assist with cleaning in Family Flats. Housekeeping staff will not clean bedroom areas in ensuite rooms or standard bedrooms.The University reserves the right to withdraw this service without giving any notice e.g. Due to staff absence or any emergency situations.There will be no housekeeping during the University holidays. |
| Where a television is provided by the University, a license will be provided for it by the University. |
| **Insurance** | During the Period of Occupancy, the University/Landlord will insure the Residences against fire and other risks which we reasonably consider necessary. |
| Insurance is provided for your personal belongings, the cost of which is included in the Sessional Charge. Should you require any extra cover this can be purchased from the insurance company.  |
| **2** | **Your Responsibilities** |
| **Charges** | You must pay the Sessional Charge on the dates You have chosen as set out on your accommodation dashboard. |
| The Sessional Charge for living in the property is set out in your Offer together with the number of instalments chosen by You under the payment plan. The due dates for payments are shown on your accommodation dashboard, and the invoice will be visible once You have arrived in your accommodation. The amount payable on each due date equates to the total charge divided by the number of instalments You choose, it is not a per calendar month charge. |
| If You are in attendance for half or part of a session You will be liable to pay the appropriate amount of the Sessional Charge. You do not have the option to pay by instalments, unless you contact the Accommodation Office in advance of your arrival. |
| All residences are supplied with access to Wi-Fi/broadband included in the Sessional Charge.  |
| All rental charges are inclusive of reasonable usage of utilities, including heat and electricity. If, in the reasonable view of the University, excessive amounts of utilities are used, the University reserve the right to invoice You for any additional costs. In the event of excessive usage You will be notified by Accommodation Services of the excessive usage. You will be charged thereafter for any subsequent excessive use. |
| If you fail to occupy the Accommodation you will remain liable for the Sessional Charge until a suitable replacement is found. This liability will last for the whole of the Period of Occupancy if no replacement is found. |
| Where you vacate without informing Accommodation Services or without meeting the required criteria under the Termination clause of this Agreement You will remain liable for the Sessional Charge until a suitable replacement is found. This liability will last for the whole of the Period of Occupancy if no replacement is found. |
| VAT is currently not payable on Sessional Charges. The University reserve the right to charge VAT at the published rate if it becomes payable during the Period of Occupancy (for example if there is a change in the law). |
| Rent Prepayment (Postgraduate Students Only)* You agree to make a prepayment of rent to the value of £300.00 during the acceptance process for Accommodation.
* The £300.00 prepayment will be credited to your rent account and will be deducted from the first rent payment due.
* The rent prepayment is not returnable in the event of cancellation by you prior to, or during the period of occupancy, with the exception of international student visa refusals as outlined below.

If You are an international student who has been refused a visa, You must notify Accommodation Services immediately and, in any event, before the Commencement Date. Accommodation Services will release You from your obligations once proof of the visa refusal has been provided. If this is after the Commencement Date, Accommodation Services will charge the Sessional Charge as stated, on a pro rata basis, until the date that this proof is received. |
| **Induction** | You agree to complete the online accommodation induction prior to arrival. |
| **Inventory** | You will complete an online inventory form within 7 days of arrival. Any damage found at the Termination Date when compared to the completed inventory will be invoiced to you |
| **Student Show Flats** | If you are allocated Accommodation within a show flat you agree to the common areas within the flat to be available to the potential students and their families on all open days and applicant days and to international agents from time to time |
|  | The following flats will be dedicated as “show flats” for session 2023/24:* Beech Court Flat 2B and Flat 2G
* Andrew Stewart Hall Level 5 (East) and Flat 5D (West)
* Muirhead House Flat 3/2/1
* Polwarth House 2/2/1
* Fraser of Allander House Flat 1/5/2 and Flat 6/5/2
* John Forty’s Court Flat 4
* Pendreich Way Chalet 1
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| **Student Show Rooms** | If you are allocated a show room within a show flat you agree to your room being available to potential students and their families on at least one open day and at least one applicant day during the Occupancy Period and to international agents from time to time |
| The following bedrooms within the above mentioned flats will be dedicated as “show rooms” for session 2023/24:* Beech Court Flat 2B Room 15
* Beech Court Flat 2G Room 47
* Andrew Stewart Hall Room 5/02E
* Andrew Stewart Hall Room 5D/02W
* Muirhead House Flat 3/2/1 Room 2
* Polwarth House Flat 2/2/1 Room 2
* Fraser of Allander House Flat 1/5/2 Room 2
* Fraser of Allander House Flat 6/5/2 Room 3
* John Forty’s Court Flat 4 Room 4
* Pendreich Way Chalet 1 Room 2
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| If you are allocated to a show room you will be required to vacate your room between 8am and 5pm on the advised dates and your Sessional Charge will be reduced by £30 per open/applicant day used. The monies will be deducted from your final rent instalment |
| In addition to these show rooms for open and applicant days, there will be 2 rooms that will be used throughout the year for viewing by potential students with accessibility requirements. These rooms are:* Juniper Court Flat 4E Room 33
* H H Donnelly House Flat 4/5/1 Room 1

The students occupying these rooms will be notified prior to a visit and these visits will only be short (approximately 30 – 60 minutes) |
| The potential students, their families and agents will always be accompanied by a Student Ambassador or member of University staff while in the show rooms and show flats. |
| Accommodation Services will provide at least 3 days’ notice of the date that your show room or show flat will be required for this purpose. |
| Accommodation Services will provide additional housekeeping prior to the events, but we ask that you leave it tidy and presentable. |
| **Visitors** | Residents MUST notify their fellow residents/flatmates if they plan on having an overnight guest and if a fellow resident objects their feelings should be taken into consideration. |
| Visitors (16 years or older) are permitted to share your accommodation for a maximum of two consecutive nights in any 7 day period This is intended for occasional visitors and not intended to be a regular arrangement.  |
| Only one Overnight Visitor is allowed in the entire flat at any time. |
| You are responsible for the behaviour of any person visiting your flat. You must ensure they do not breach this Occupancy Agreement. |
| Visitors are not permitted in Accommodation in the first week of term, during Freshers’ Week and during the exam periods in December and April/May. |
| **Transferring/ Moving Rooms** | Accommodation transfers will only be considered when all students waiting for Accommodation have been allocated, unless a special case merits the consideration and approval of the Director of Accommodation Services. The case should be submitted in writing to Accommodation Services.  |
| You will not be considered for Accommodation transfers if in arrears of rental payments. |
| Under no circumstances are you permitted to move Accommodation without prior agreement from Accommodation Services. |
| An administration fee of £25 per person is payable prior to Accommodation transfer. Where an agreed Accommodation transfer subsequently fails to take place the fee will not be refunded. |
| The University deems the transfer to be complete only once a request to transfer has been agreed, the administration fee payment has been made in full and the new Occupancy Agreement signed. At this time you are eligible to move. |
| The whole terms of this Occupancy Agreement as detailed are transferable to any new allocated Accommodation. |
| **Quiet & Alcohol Free** | If you have expressed a preference for a Quiet/Quiet & Alcohol Free Flat we will do everything we can to accommodate this request. If you are allocated to a Quiet/Quiet & Alcohol Free Flat we will inform you of this by email once you have been sent your accommodation offer. By accepting your accommodation offer, you accept that you will reside in this flat and comply with the definition of Quiet/Quiet & Alcohol Free Flat as noted in this Occupancy Agreement. |
| **Family flats** | You must not leave children under the age of twelve in a flat without a supervising adult. |
| You must not leave children under sixteen alone in a flat overnight. |
| **Contents & Damage** | You must ensure your Accommodation/property is kept clean, tidy, and in a hygienic condition and free from an accumulation of refuse. |
| You must leave the shared communal areas in a clean, tidy and hygienic condition~~.~~ |
| Should the Accommodation or the property be found to be in an unsatisfactory condition, Accommodation Services will be entitled to instruct cleaning of the Accommodation or the property at the expense of the student or students sharing the property. You hereby agree to pay the cost for the said cleaning and give access for cleaning to take place. |
| You will not alter or cause damage to the Accommodation or its furniture nor remove any contents or furnishings detailed on the inventory form. |
| You will meet the cost of making good any damage or loss caused to the Accommodation or its furniture. |
| Other than bedding, you are not permitted to bring any soft furnishings or furniture into the Accommodation without prior written permission of Accommodation Services. All such furniture must comply with fire safety regulations.  |
| You must not modify or decorate the property or the Accommodation. |
| You must not attach items to the walls with blu-tac, sellotape or any other means. Any such items should be attached to notice boards. |
| You must not put anything harmful or likely to cause a blockage in any pipes or drains. |
| You must report any faults or damage to your Operations team immediately. |
| **Car Parking & Bicycles** | You are required to comply with the car parking regulations (https://www.stir.ac.uk/about/getting-here/parking). |
| Bicycles are not permitted to be stored anywhere within the accommodation buildings.There are covered areas available for bicycle storage (you must supply your own lock) close to all accommodation buildings.  |
| **Smoking & Health and Safety** | You must not smoke inside any area of the property (including the use of vapour and e-cigarettes). |
| You are not permitted to have candles or similar burning or smouldering materials (such as incense, fireworks, etc.) within the property, whether lit or unlit.  |
| The use of humidifiers or any other item that causes steam/water vapour is prohibited in bedrooms. |
| We may remove from the Accommodation any items (used or unused) that belong to you or your Visitors and which we consider (acting reasonably) are dangerous and/or may cause a fire hazard or which we consider constitute a nuisance,. If we remove an item, we will notify you of this and confirm who you need to contact in order to recover the item. You will not be able, however, to take the item back to your Accommodation. Examples of items which are not permitted are: washing machines (plumbed in or otherwise), deep fat fryers, fridges or freezers (in bedrooms). This list is not exhaustive, and we reserve the right to remove other items.  |
| If you require a fridge for medical purposes this must be approved by Accommodation Services prior to arrival.  |
| You must familiarise yourself with and observe fire regulations and procedures displayed at the property and within Accommodation Services literature.  |
| You must always evacuate the Accommodation and the property on hearing the fire alarm and follow the designated evacuation routes (as indicated in all bedrooms) except during weekly alarm tests. |
| You will not engage in any actions that are likely to impair safety in the property and endanger others in any way. |
| You must ensure all fire doors are closed and unobstructed at all times. |
| You must not tamper with or cover any fire equipment including, but not limited to, fire blankets, fire extinguishers, smoke and heat detectors.  |
| You must immediately report any faults observed in any fire safety fixtures or equipment (e.g. a fire door not closing properly, an expended fire extinguisher).  |
| You are permitted to bring personal electrical items into the Accommodation and property subject to them being safety tested (PAT) prior to arrival. Kitchen appliances including but not limited to mini-fridges, airfryers, kettles and toasters are not permitted in bedrooms. |
| Accommodation Services has the right to come into the property to carry out inspections during reasonable times of the day. A minimum of 48 hours’ notice of such access shall generally be given, except in the case of emergency or where we consider (acting reasonably) there may be dangers that may cause a fire hazard or which we consider constitute a nuisance, when a shorter period or no notice may apply. You hereby agree to give such access as required.  |
| You must immediately report any instance of an infectious or contagious condition or an accident suffered by you or your Visitors whilst in the Accommodation or property to Accommodation staff. |
| **Security** | You must leave your Accommodation locked when vacant. |
| Any unauthorised access and entry to other Accommodation in the property or another property is forbidden. |
| You must report any loss of keys or access card to Accommodation Services immediately. In the event of a loss, a charge will be made by Accommodation Services for a replacement. You agree to pay for the cost of the replacement. |
| You must not give your keys or access card to anyone else for use. |
| You must produce a student ID card when requested to do so by University staff. |
| **Mail** | We ask you to agree and abide by the Student Mail and Parcels Procedures 2023/24 which are published on the accommodation pages of the University of Stirling website.  |
| You must ensure you are available to personally accept delivery of any food/perishable items.  |
| **General** | You must notify Accommodation Services as soon as possible of any pending or actual criminal proceedings you are facing. Should you fail to notify Accommodation Services of any pending or actual criminal proceedings, Accommodation Services reserves the right to terminate this Occupancy Agreement in line with Clause 3, Termination. |
| You are not permitted to keep any pet or animal in the Accommodation or property with the exception of assistance animals. Accommodation Services must have granted prior permission for any assistance animal in residences.  |
| You must allow the University at reasonable times to enter the Accommodation for the purpose of inspection, cleaning, maintenance or repair. The University will try to give you reasonable advance warning of when Accommodation inspections are due to take place, usually by email, but this is not always practicable. You are also required to permit access for the University’s authorised contractors. |
| You are responsible for the purchase of a TV license for any television owned by you and in use in the property or Accommodation. |
| **Discipline** | You and your Visitors must conduct yourselves in an appropriate manner at all times and comply with the current regulations set out in the University Calendar in particular the Code of Student Discipline contained within Ordinance 2. Any breach of its terms will be deemed to be a breach of the terms of the Occupancy Agreement, which may result in the termination of the Occupancy Agreement and therefore your right to occupy the Accommodation. |
| You and your Visitors must not, in general terms, harass or act in an anti-social manner towards, or to pursue a course of anti-social conduct against any person in the University or in the vicinity of the University. Such people include other students, Visitors, those who work or study in the University, agents and contractors. |
| “Anti-Social” means causing or being likely to cause alarm, distress, nuisance or annoyance to any person or causing damage to anyone’s property. Harassment of a person includes causing them personal alarm or distress. Conduct includes speech. |
| You and your Visitors must not:* Make excessive noise, meaning noise which can be heard outside the Accommodation at any time;
* Be noisy or disruptive;
* Use your Accommodation or allow it to be used for illegal or immoral purposes;
* Leave rubbish in unauthorised places;
* Harass or assault any person in the Accommodation, the property or vicinity of the University for whatever reason;
* Access the roof or loft areas;
* Use, carry or keep any type of firearm, other dangerous/offensive weapons, substance or any type of ammunition;
* Store, keep or bring into the accommodation any other flammable liquids, explosives or explosive gases which might reasonably be considered to be a fire hazard or otherwise dangerous to the accommodation or its occupants. For safety reasons nitrous oxide canisters are not allowed within the property, the Accommodation or in the vicinity of the property;
* Use or sell controlled drugs. In particular you or your Visitors shall not have or permit any other person to have any controlled drug within the property, the Accommodation or in the vicinity of the property – all reports of drug misuse will be reported to the University Secretary and the Police;
* Use or sell Psychoactive Substances. In particular you or your Visitors shall not have or permit any other person to have any Psychoactive Substance within the property, the Accommodation or in the vicinity of the property;
* Sell alcohol;
* Obstruct or interfere with the functions, duties or activities of any student, member of staff or other employ, the University or any authorised Visitor of the University;
* Act in a violent, indecent, disorderly, threatening manner or offensive way either expressed orally or in writing including electronically whilst in University premises or engaged in any University activity;
* Distribute or publish any poster, notice, sign or other publication which is offensive, intimidating, threatening, indecent or illegal or causes others to be fearful, anxious or apprehensive.
* Use social network sites to harass, intimidate, threaten or cause offence to other students, staff or any authorised Visitor to the University;
* Cause damage to, or deface University property or the property of other members of the University community caused intentionally or recklessly, and misappropriation of such property;
* Misuse or use in an unauthorised way University premises or items of property, including computer misuse;
* Behave in a manner which brings the University into disrepute;
* Throw any items from window of the property.
 |
| Parties are not permitted within any property without the prior written permission of Accommodation Services, adequate notice should be given of such a request. |
| The University reserves the right to report any criminal or anti-social behaviour including drug misuse to the University Secretary and the Police. |
| **3.** | **Termination** |
|  | This Occupancy Agreement can be ended in any one of the following ways:1. If you cease to be a registered student at the University of Stirling (either by withdrawing or by approved leave of absence).If you cease to be a registered student you will be given notice to leave your accommodation within 28 days.
2. By breach of the Occupancy Agreement.Should any condition of this agreement be breached by you, Accommodation Services reserves the right to terminate this agreement. Accommodation Services shall give you notice to leave because one or more of the terms and conditions of this agreement have been broken. At the end of the requisite notice period you will be required to leave the Accommodation and the property and return all keys. If you fail to vacate the property, Accommodation Services will seek a court order for your eviction. You will remain liable for any unpaid Sessional Charges at the Termination Date.

At the Termination Date. This Agreement will automatically terminate at the agreed Termination Date. Accommodation Services will notify you at least one month in advance of the agreed Termination Date. Where the Termination Date is reached no cancellation charges will apply. |
| In the case of early termination under Clause 3 (a), you are required to give notice in writing to accommodation@stir.ac.uk informing of your withdrawal or leave of absence to terminate your contract with 28 days’ notice. If you do not give notice and you cease to be a registered student or have been granted an approved leave of absence you will be served 28 days’ notice from when Accommodation Services are notified of this through University channels. |
| In all cases of early termination of the Occupancy Agreement, including this Clause 3(a) and (b), 28 days’ notice to leave shall apply except in the case of a material breach of the Code of Student Conduct where immediate notice to leave can be given by the University. |
| Before moving out of the Accommodation you must:• Leave the Accommodation in a clean and tidy condition;• Remove all your belongings;• Ensure you have made all payments to Accommodation Services;• divert all mail;• Leave your keys/fobs or access card at the designated Operations desk. |
| **4.** | **General Provision** |
| **Contact** | If you want to send any form of document to us it will be sufficient if you send or deliver it to Accommodation Services, Willow Court, University of Stirling, Stirling, FK9 4QZ or by email to accommodation@stir.ac.uk.  |
| If Accommodation Services want to send you any document it will be delivered to you at the Accommodation or via your University email account. |
| **Liability** | You accept that the University is not liable for any injury to you or your Visitor(s) as a result of any act or omission by you or the Visitor(s) and you indemnify the University fully. |
| **Consent** | Students under the age of 18 will consent to information being shared with parent/guardian.  |
| **Privacy** | All data provided to the University will be processed in accordance with our [Privacy Policy](https://www.stir.ac.uk/about/professional-services/student-academic-and-corporate-services/policy-and-planning/legal-compliance/data-protectiongdpr/privacy-notices/). |
| **Council Tax** | If for any reason you become or cause us to become liable for council tax for the Accommodation, then you will pay such council tax (or reimburse us for any sums we pay within 14 days of written demand). |
| **Appendix** | **Terms and Conditions of Sports Centre memberships (Accommodation)** |
| **Memberships** | i. Membership agreements shall commence on the start date of your accommodation contract and will be valid to the end date of your accommodation contract.ii. Members are required to have their photograph takeniii. Members must present their membership card on each visitiv. Members will not be admitted free of charge to relevant sports facilities without their membership cardv. Memberships are valid from the start date of your accommodation contract and will be valid to the end date of your accommodation contract.vi. Deliberate misuse of a membership card may result in membership being terminatedvii. The University retains the right to close its membership listviii. All persons playing for, or training with, a Sports Union Club that uses University facilities must hold a current sports facilities membershipix. A £20 administration fee will be levied if unauthorised use of the sports facilities requires the University to raise an invoice for sports facilities membershipx. Partner memberships are only available when a full alumni, student or staff membership is purchasedxi. Child (age 4-15) and Child (age 16+ in Full-time education) membership is only available when a full adult, alumni, student or staff membership is purchasedxii. We reserve the right to review membership fees annually. Paying members will be given 30 days’ notice of any proposed changes. |
| **Monthly payments** | i. Memberships paid by direct debit will be taken on the 12th of the month or the next working dayii. Concession prices are available for over 60s, an ID will be requirediii. If a direct debit is not successful, access to facilities will be suspended until payment is received at receptioniv. If the direct debit is not successful we will contact you to make payment by an alternative method.v. Loss or theft of a membership card should be reported to the sports centre receptionvi. The university reserves the right to accept or refuse a person as a member |
| **Cancellations & refunds** | i. If you wish to leave then a cancellation request must be received in writing to: sport.membership@stir.ac.ukii. Members may request to cancel after the initial 14 day term, by giving one calendar months notice. Cancellations after the initial term are subject to managers discretion.iii. Refunds will not be considered for unused parts of a membershipiv. Refunds will only be issued under medical circumstances at the manager’s discretion. |
| **Terms and Conditions of Sports Centre memberships (Accommodation)** |
| **Freezing membership** | i. The minimum period for freezing membership is 1 calendar month and a maximum of 8 calendar monthsii. All requests must be put in writing to: sport.membership@stir.ac.ukiii. Freezing membership will be considered in circumstances where the member is able to demonstrate that their attendance at the facilities has been rendered difficult or unduly onerous by reasons out-with their control. Supporting documentation may be required.iv. Freezing membership is subject to one calendar months’ notice |
| **Admission & access** | i. The University reserves the right to refuse admission to, or evict any person from, its sports facilities on a temporary or permanent basisii. Carers accompanying users that require special assistance are admitted free of chargeiii. No animals, other than guide dogs, will be permitted access to the sports facilities |
| **Lockers & valuables** | i. The University cannot accept responsibility for any valuables lost or stolen in and on its sports facilities. Users are strongly advised to bring minimum amounts of money and other valuables into and on sports facilities.ii. Users are requested to empty lockers after use to enable other user’s access to them, University staff may empty the lockers at the end of the day if they are believed to have been left full. |
| **Disclaimer** | i. Accidents are possible, the University does not accept any responsibility for any loss, injury or damage sustained by anyone or to the property of anyone using or visiting the premisesii. The University reserves the right to alter prices or opening timesiii. Our aim is to provide users with an enjoyable, quality and safe experience, comment cards are available at the reception desksiv. We greatly appreciate any comments you may have to help us improve our service, please send feedback to: sportenquiries@stir.ac.ukv. University of Stirling reserve the right to amend these terms and conditions at any time |
| **Individual facility rules** | i. All users and members must comply with individual facility rules on: pre-booked fitness classes, behaviour and conduct, emergencies and first aid, University parking regulation and closuresii. For more information visit: stir.ac.uk/1fu |
| **Personal Data & Privacy Policy** | i. In order to become a member we will lawfully collect personal data including name, date of birth, address, personal contact details and where required, bank details. Personal data is required to provide you with the membership services you have requested.ii. All data provided to the University will be processed in accordance with our Privacy Policy (available at stir.ac.uk)iii. All of your personal details will be treated strictly in accordance with the terms of GDPR. This means that confidentiality will be respected and that appropriate security measures will be taken to prevent unauthorised disclosure. If you have any queries about this statement please contact us at: sport.membership@stir.ac.uk |
| **Interpretation of terms** | i. University means University of Stirlingii. Adult means a person aged 16 years old or overiii. The sports facilities means the Swimming Pool (National Swimming Academy), the indoor and outdoor facilities comprising the Sports Centre and the indoor and outdoor facilities at Airthrey Castleiv. The Manager means: The Director of Sport, Operations Manager and Business Development Manager or any other employee acting with the authority of the Director of Sportv. Partner is defined as someone who co-habits with the main member |
| **Please read** | [Readiness to exercise & health Commitment statement](https://www.stir.ac.uk/student-life/sport-at-stirling/membership/readiness-to-exercise-and-health-commitment-statement/) |