

Subject to each of the Occupant Copy and the Landlord Copy of this letter being executed by the Occupant and being returned to and received by the Landlord, the Landlord will countersign each copy of the Contract of Occupancy, whereupon it, together with the enclosed Terms and Conditions of Occupancy will constitute the Contract of Occupancy. The Occupant Copy of this letter will then be returned to the Occupant.

Until the Contract of Occupancy is completed, the Landlord reserves the right to withdraw the provisional booking.

Signed by the Tenant

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Signed by Authorised signatory of Ardmuir Ltd

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Date of signing

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Terms and Conditions of Occupancy

1. Acceptance of the offer makes the tenant liable to pay the tenancy fee's for the agreed period
2. The premises shall be used for no purpose than that of a private flat by those occupants detailed in the contract
3. The tenant will be responsible for ensuring that the premises is not used for any purpose which may cause annoyance to other occupiers of the premises or adjoining premises and that no damage is done to the fabric or fixtures of the premises. The occupier shall ensure that no cause for complaint as to noise or disturbance is given to other adjoining occupiers by themselves or their guests.
4. The occupier shall take every precaution to prevent damage by fire (candles are prohibited in all flats), by bursting of water pipes or any other cause and shall immediately notify Ardmuir ltd.
5. Ardmuir Ltd will be liable for normal maintenance and repairs. If the premises are damaged by the occupants, then the occupiers will be required to reimburse Ardmuir ltd. for the cost of such repairs.
6. All heritable fixtures and fittings, and furniture in or on the premises are the property of Ardmuir ltd. No alterations or additions shall be made. In the event of  
  
any damage being done to the fixtures, fittings and furniture, the occupiers will be jointly and severally liable for the cost of repair or replacement.
7. Cleaning of stairways, kitchens, hallways and bathrooms will be carried out by Ardmuir ltd. Access must be provided to allow for routine cleaning
8. No animals shall be allowed on the premises.
9. Ardmuir ltd. is liable to pay all gas and electricity bills, we do not allow the addition of a separate phone/broadband service due to interference with the equipment and lines we have installed for this service. All other accounts such as telephone contracts and TV licences are the responsibility of the occupants. All connection charges are the responsibility of the tenants.

10. Ardmuir Ltd. will accept no liability for loss or damage to personal property belonging to the occupiers.
11. The occupiers shall inform the Local Regional Council Registration Officer (tel: 01224 346 789) that he/she is occupying the premises and is a student exempt from Council Tax Payments. If you are not a full-time student, you will be liable to pay council tax.
12. The occupier acknowledges and accepts that any initial rental payment made (whether before or after the commencement of occupancy) is a part payment towards the overall rental payable for the occupancy.
13. In the case of fire or other damage to the property which makes it uninhabitable the company will not be liable for any claims in respect of losses of any property or personal belongings of the occupiers
14. If any occupant is unable to utilise the accommodation supplied by Ardmuir Ltd. the occupiers of the premises detailed in the contract remain liable and will be responsible for payment of rent throughout the contract period.
15. Ardmuir Ltd. will not be responsible for any personal damage, injury or death to the occupiers, friends or guests when on the premises, either in them occupied flat, or any common area, or in any other premises owned by Ardmuir Ltd.
16. Occupiers may not install any additional fixtures or fittings. (External or internal)
17. Occupiers may not sub-let or assign their intent in their contract of occupancy
18. If required Ardmuir Ltd reserves the right to re-allocate tenants to alternative Ardmuir accommodation.
19. Whilst Ardmuir Ltd will endeavour to accommodate specific occupancy preferences this cannot be guaranteed.
20. All vehicles parked within the secure car parks must be registered with Ardmuir and display valid permit
21. Smoking is prohibited in any of the Ardmuir buildings and individual flats. Anyone caught smoking will required to pay for the washing of carpets, soft furnishings and any painting required
22. The occupier will make payment of all sums falling due under this contract without applying any right of retention or set off
23. The Tenant must permit the Landlord/Management with any necessary contractors and workmen to enter the Apartment and the Room at all reasonable times upon 24 hours prior notice, or in the event of an emergency at any times without notice causing as little inconvenience to the Tenant as reasonably practicable
24. The Landlord will (without affecting any other rights the Landlord has) have the right to forfeit this tenancy if the Tenant is in breach of any of his/her obligations under this Agreement; or If adjudicated bankruptcy or interim receiver is appointed of the property of the Tenant; or if fire or accidental damage renders the Room unfit for the allowed use then the Landlord may end the tenancy by giving not less than two months' notice to the Tenant.