

Occupier's Code of Conduct

- “Accommodation”** means a bed space, study bedroom or studio in the Property, to be allocated to the Occupier by Cityheart Living (Scotland) Limited at the start of the period of occupation and any other bed space, study bedroom or studio that CLSL may allow the Occupier to occupy from time to time;
- “Contents”** means fixtures, fittings, furniture equipment, keys, passes and other items belonging to CLSL;
- “CLSL”** means the managing agent, Cityheart Living (Scotland) Limited;
- “Occupier”** means the person occupying the Accommodation;
- “Shared Areas”** means those parts of the Property or a flat that are designated for the shared use of the occupiers (for example kitchens, common rooms, laundry rooms, bin stores, corridors, staircases, landings and outdoor areas);

OCCUPIER'S OBLIGATIONS

1.1 Care of the Accommodation and Shared Areas

- 1.1.1 The Occupier must keep the Accommodation and its Contents reasonably clean and tidy during the period of occupation. At the end of the period of occupation, the Occupier must return the Accommodation and its Contents to CLSL in good clean condition and cleared of all the Occupier's personal belongings and rubbish.
- 1.1.2 Jointly with the other occupiers entitled to use them, the Occupier must keep the Shared Areas and their Contents reasonably clean and tidy during the period of occupation. At the end of the period of occupation, the Occupier must remove all their personal belongings and rubbish from the Shared Areas.
- 1.1.3 At any time during the period of occupation, CLSL may serve notice on the Occupier if the Accommodation is not being kept in the condition required by these terms and conditions. The notice will give the Occupier 2 days to bring the Accommodation back to the required condition. If the Occupier does not do the work specified in the notice, CLSL may arrange for the work to be done, and the Occupier must then pay for the work to be done. CLSL may also serve notice on the Occupier and other occupiers if the Shared Areas assigned to the Accommodation are not being kept in the condition required by these terms and conditions. The Occupier and other occupiers will have to pay for the work specified in the notice if they have not done it themselves within 2 days of the notice.
- 1.1.4 Cleaning charges are payable within 7 (seven) days of CLSL's invoice. If they are not paid by the due date, CLSL may charge the Occupier interest at the rate of 4% per annum above Barclays Bank plc's base rate from time to time.
- 1.1.5 The Occupier must not alter, decorate, damage or attempt to repair any part of the Property or its Contents, or remove any Contents. The following are examples of what

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will be treated as alterations or damage:

- (a) erecting wireless or TV aerials or satellite dishes; installing cable TV
- (b) overloading electrical installations
- (c) blocking pipes, drains or taps (fat, sanitary products, baby wipes or facial wipes and hair are the worst offenders)
- (d) allowing showers, baths, sinks or basins to overflow
- (e) marks or holes where things have been fixed to the walls, floors or ceilings
- (f) burns and scorch marks
- (g) changing, removing or adding locks to windows or doors
- (h) cracks or breakages of glass, or removal of any glazing
- (i) changing or damaging floor coverings
- (j) removing, replacing or installing curtains, blinds or fixings for them

1.1.6 The Occupier must report any damage to the Property or its Contents as soon as practicable after the Occupier becomes aware of it. If the Occupier fails to report damage and as a result the damage becomes worse, the Occupier must pay CLSL for the additional damage that could have been prevented. **The Occupier should not attempt to carry out any repair.**

1.1.7 The Occupier will not have to pay CLSL for damage which is due to fair wear and tear. Fair wear and tear is the kind of wear, fading, or marking that typically occurs during occupation, however careful the occupier is. The Occupier will have to pay CLSL for damage over and above this level, including accidental damage, unless the insurer pays for it. CLSL has discretion whether or not to claim against the insurance, because of the effect this may have on future premiums. CLSL will exercise its discretion reasonably. For example, CLSL will not ask the Occupier to pay for damage caused by natural flooding, but CLSL may ask the Occupier to pay for damage caused by the Occupier's carelessness or deliberate acts.

1.1.8 The Occupier must pay CLSL a fair share of the proper and reasonable costs of repairing damage to the Shared Areas or their Contents and/or replacing Contents if CLSL is reasonably satisfied that the damage or removal was caused by an occupier of the Property or their invited guest(s) but (after making reasonable investigations) CLSL has not been able to identify the person responsible for causing such damage.

1.1.9 Charges for alterations, redecoration, damage and missing Contents are payable within 7 (seven) days of CLSL's invoice. If they are not paid by the

due date, CHL may charge the Occupier Interest at the rate of 4% per annum above Barclays Bank plc's base rate from time to time.

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1.2 Restrictions on using the Accommodation

- 1.2.1 The Occupier may use the Accommodation for residential and study purposes only. The Occupier may not use the Accommodation for business purposes, auctions or public meetings, or for any purpose which is illegal, or which is widely believed to be immoral.
- 1.2.2 The Occupier must not do anything that is likely to cause a nuisance, annoyance or injury to someone else, or damage to their property. The Occupier will not neglect to do something if that neglect is likely to cause a nuisance, annoyance or injury to someone else, or damage to their property. Examples of things that are commonly regarded as nuisance are:
- (a) noise – whether from loud conversation, musical instruments, electrical devices, banging doors or any other source: if it can be heard outside the room where the noise occurs, it is probably too loud. Noise carries a long way at night and CLSL may restrict access to gardens and other Shared Areas if people using them are causing a nuisance to others
 - (b) lighting from televisions, computer screens and lamps (close the blinds)
 - (c) smells – ventilate the kitchen when cooking, wrap and clear away waste food, comply with No Smoking rules, don't use incense or powerful air fresheners
 - (d) having frequent or numerous guests (see also clause 3.4)
 - (e) causing obstructions in the Shared Areas
 - (f) leaving Shared Areas dirty after use
 - (g) handing out leaflets, or posting them under doors
 - (h) running a business from the Property
- 1.2.3 The Occupier must not place washing to dry on radiators or in direct contact with any other heated surface inside or outside the Accommodation. If drying or airing laundry in the Accommodation, the Occupier must properly ventilate the Accommodation. If the Accommodation is damaged by condensation due to inadequate ventilation, the Occupier must pay for the damage (this will normally be a proportion of redecorating costs, and the cost of cleaning or replacing textiles, after allowing for depreciation). The Occupier must not place washing to dry in any of the Shared Areas which is not a room provided by CLSL specifically for that purpose. (Not all properties have a drying room).
- 1.2.4 The Occupier must not display any notice or poster (other than a note of a domestic nature, such as "Back in 10 minutes") which is visible from outside the Accommodation, and must not hang or place any item outside the Accommodation.
- 1.2.5 Except for an animal trained to assist with a disability, the Occupier must not keep any animal (this includes fish, birds, reptiles, insects and other animate beings) in the Property. The Occupier must pay CLSL for any damage which an animal causes in the Property if the damage is beyond fair wear and tear. If the Occupier has an assistance animal, the Occupier is responsible for keeping the animal under control and ensuring it

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does not cause a nuisance to others.

1.2.6 The Occupier must not keep any vehicle in their room unless it is a wheeled chair. For the purposes of these terms and conditions, "vehicle" includes cycles of all kinds, scooters, prams, pushchairs, trolleys and motor spares. "Vehicle" excludes skateboards, roller skates (which may be kept but not used in the Property), and small cycling tools or apparatus such as inner tubes, tyre levers and brake pads.

1.2.7 The Occupier must not park or allow any visitor to park or leave any vehicle at the Property without the valid applicable permit. Where a permit system operates, the Occupier (and visitors) must comply with any conditions applicable to the permit. These will be made known when the permit is issued. The issuing of permits is subject to availability and at in CHL's discretion (with preference being given to those with mobility impairment). Charges may apply at some developments, and these will be made clear in the advertising for the Property.

1.2.8 The Occupier must not use a television set (or view television in the Accommodation by any other means requiring a television license) without the applicable license. If CHL provides a television in the Shared Areas, the Accommodation Fees include the television license fee for using that television in the Shared Areas.

1.3 Health and Safety

1.3.1 The Occupier must have proper regard for their own safety and the safety and welfare of other people whilst at the Property, and take reasonable precautions to avoid the risk of injury.

1.3.2 The Occupier must not use or keep any item at the Accommodation which is likely to present a risk to themselves or others in the Property. Examples of such items are:

- (a) firearms (even if licensed), BB guns, air pistols, air rifles or any other item which is a weapon, replica weapon or which CHL reasonably believes the Occupier intends to use as a weapon
- (b) combustible, flammable, inflammable, or explosive materials except in very small quantities normally used in homes, such as paper, hair- spray, paper, aerosols. **Cookers, candles, oil lamps, tea lights, incense burners, shisha pipes, portable gas heaters, paraffin heaters or any other heating equipment, lamps or other lighting equipment and deep fat fryers must not be kept or used in the Property (this excludes lighting and heating equipment provided by CHL).**
- (c) drugs or any other thing which it is illegal to use or possess

1.3.3 The Occupier must not in any way interfere with or mis-use any item in the Property for the prevention or detection of fire. Examples of interference or mis- use include:

- (a) covering smoke alarms
- (b) smoking in No-Smoking areas

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- (c) setting off alarms without good reason
- (d) propping fire doors open
- (e) removing or defacing fire exit signs
- (f) obstructing or misusing escape routes

For the safety of residents, fire and smoke detection in the Property is extremely sensitive. It may be activated by spraying perfume, air freshener or other aerosols, steam from showers or kettles, burning toast or other food. CLSL will caution the Occupier if the Occupier accidentally activates fire or smoke detection equipment for the first time. If the Occupier accidentally activates the equipment a second or subsequent time, CLSL may charge the Occupier for the proper and reasonable costs of re-setting the equipment and logging the incident. The Occupier must pay CLSL those costs within 7 days of CLSL asking for them. CLSL will charge the Occupier for deliberately activating equipment without good reason, even if it is the first time.

The Occupier must attend a fire training session arranged by CLSL. Details of when this will be held will be made available when, or soon after, the Occupier takes occupation.

- 1.3.4 The Occupier must not smoke in or on any part of the Property unless they are in a designated smoking area.
- 1.3.5 The Occupier must treat CLSL's staff, and others in and around the Property with respect and must not use threatening, abusive or violent language or behaviour towards others or bully or harass them.
- 1.3.6 If the Occupier wishes to use their own electrical appliance in the Property, the appliance must first pass a portable appliance test and the Occupier must show evidence to CLSL that the appliance passed the test within 6 months of the start of the period of occupation.
- 1.3.7 The Property's insurance policy requires occupiers to take normal precautions to prevent an Insured Risk occurring. The Occupier must not act or be careless in a way which increases the likelihood of an Insured Risk occurring. Failure to comply with these terms and conditions, particularly those relating to health, safety and security, is likely to increase the likelihood of an Insured Risk occurring. If the Occupier's actions or carelessness cause loss or damage, and as a result the insurer refuses to pay, the Occupier must pay CLSL for that loss or damage. If the Occupier's actions or carelessness cause the insurer to increase the insurance premium, the Occupier must pay CLSL the amount of the increase. The Occupier must pay these sums within 7 days of CLSL asking for it.
- 1.3.8 The Occupier must immediately comply with the requests and directions of CLSL's staff where these relate to health and safety or security and must promptly leave the Property if the fire or smoke alarm sounds.
- 1.3.9 The Occupier must notify CLSL immediately if the Occupier becomes aware of any hazard (for example trip hazards, broken glass, vermin, or electrical faults) in the Property, or of any fire or other incident resulting in injury or damage.

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- 1.3.10 In some Properties, the windows have safety mechanisms to prevent them from opening to the extent where there is a risk of someone falling out. The Occupier must not override or adjust any such safety mechanisms or any other window fittings.
- 1.3.11 The Occupier must comply with all notices and guidance relating to health and safety which may be posted in the Property or circulated by CLSL from time to time.
- 1.3.12 The Occupier is required to provide CLSL with contact details of a relative or other suitable person whom CHL can contact in an emergency. CLSL is not liable for any damage, loss, illness or injury which the Occupier suffers as a result of CLSL being unable to contact the nominated person or if the Occupier has not nominated a point of contact.
- 1.3.13 The Agent's staff may remove any item from the Property which they reasonably consider to be unsafe, illegal or which is otherwise prohibited by these terms and conditions. If the item is illegal, CLSL may hand it over to the police, without liability to the Occupier or the owner of the item. If the item is perishable or a living thing, CLSL will dispose of it in the way CLSL considers to be appropriate, without liability to the Occupier (and the Occupier shall be liable to pay any compensation due to the owner of the item if it does not belong to the Occupier). Otherwise, CLSL will give the Occupier a receipt for the item and will store it until the end of the period of occupation. The Occupier will be liable for reasonable storage costs and must pay these within 7 days of CLSL's invoice. If the Occupier has not collected the confiscated item within 7 days after the end of the period of occupation, CLSL may dispose of the item.

1.4 Security

- 1.4.1 The Occupier must close (and if the window has a locking function, must lock) the window(s) of the Accommodation before leaving the Accommodation and must not leave the door of the Accommodation propped or wedged open at any time.
- 1.4.2 The Occupier must close (and if the window has a locking function, must lock) the window(s) of any Shared Areas if they are the last person to leave that area.
- 1.4.3 The Occupier must ensure that the external door is locked after they enter or leave the Property.
- 1.4.4 The Occupier should not allow any person into the Property unless they know who they are or the visitor shows satisfactory identification. For their own safety and that of other residents, the Occupier should use reasonable efforts to make sure that nobody follows them into the Property. The Occupier is under no obligation to endanger their personal safety. If they are afraid to challenge a potential intruder, or if they are followed into the Property by someone whom they do not know to be a resident, they should immediately notify a member of the CLSL staff.
- 1.4.5 If the Occupier leaves their personal belongings in the Shared Areas, they do so at their own risk.

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- 1.4.6 The Occupier must not advertise any event at the Property on any social networking site or in any other way attract casual callers to the Property.
- 1.4.7 The Occupier must notify CLSL promptly if the Occupier becomes aware of any threat to security in the Property, such as a suspicious person or package, or if a door or window will not lock.
- 1.4.8 The Occupier must comply with all notices and guidance relating to security which may be posted in the Property or circulated by CLSL from time to time.
- 1.4.9 The Occupier must not mark or label any keys or access devices with the address of the Property or the Accommodation. The Occupier may label keys or access devices with their telephone number, as long as the label is removable without marking or damaging the key/access device. If the Occupier loses a key or access device, or it is stolen, the Occupier must report the loss or theft to CLSL immediately.
- 1.5 Privacy and access**
- 1.5.1 The Occupier must respect the privacy and possessions of other occupiers in the Property.
- 1.5.2 The Occupier must give CHL access to the Accommodation for the following purposes:
- (a) showing the Accommodation to prospective occupiers;
 - (b) inspecting the Accommodation to ensure the Occupier is complying with their obligations in these terms and conditions or for any other reasonable purpose;
 - (c) repairing or maintaining the Accommodation or Contents or any work reasonably necessary or desirable on any other part of the Property;
 - (d) remedying any breach of the Occupier's obligations in these terms and conditions if the Occupier has failed (after being given reasonable notice) to remedy the breach;
 - (e) to abate a nuisance
 - (f) to deal with an emergency
 - (g) if the Occupier has not responded to CLSL's requests to make contact
 - (h) for any other reasonable purpose connected with the management of the Property.
- 1.5.3 The Agent will be entitled to enter the Accommodation without notice to carry out repairs requested by the Occupier, to rectify a breach of the Occupier's obligations, to abate a nuisance, to deal with an emergency or if CLSL has serious concerns about the Occupier's welfare.
- 1.5.4 The Agent does not need to give notice if it requires access to Shared Areas, even if these are within a Flat.

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1.6 At the end of the period of occupation

- 1.6.1 The Occupier must leave the Accommodation and Contents in a reasonably clean and tidy condition and free of damage (other than fair wear and tear). The Accommodation and Contents should be left in a similar condition and position at the end of the period of occupation to the condition and position they were in at the beginning of it. If there are any Contents in the Accommodation which are designated for use in the Shared Areas, CLSL may charge the Occupier for returning those items to the Shared Areas.
- 1.6.2 The Occupier (jointly with other occupiers) must leave the Shared Areas and their Contents in a reasonably clean and tidy condition and free of damage (other than fair wear and tear). The Shared Areas and their Contents should be left in a similar condition and position at the end of the period of occupation to the condition and position they were in at the beginning of it. If there are any Contents in the Shared Areas which are designated for use in the Accommodation, CLSL may charge the Occupier for returning those items to the Accommodation.
- 1.6.3 The Occupier must return to CHL all keys and access devices to the Accommodation and the Property on or before the last day of the period of occupation. If the Occupier does not return the keys and access devices, CLSL will make a reasonable attempt to contact the Occupier and give them 3 (three) days to return the keys. If the keys and/or access devices have still not been returned at the end of the 3 day period, CLSL will change the locks and/or deactivate the access devices and the Occupier must pay CLSL for the replacement costs within 7 days of CLSL asking for them.
- 1.6.4 The Occupier must remove all their belongings and refuse from the Accommodation. CLSL is not liable for any loss or damage to property which the Occupier leaves behind. If the Occupier leaves any item which appears to CLSL's staff to be of value (around £50 or over), CLSL will make reasonable attempts to contact the Occupier to give the Occupier the opportunity to collect it. If CLSL is unable to contact the Occupier, or if the Occupier does not collect the item within 2 weeks of the end of the period of occupation, CLSL may dispose of the item as it thinks fit.
- 1.6.5 If the Occupier asks CLSL to forward the item to the Occupier, CLSL may insist on the Occupier paying postage, packaging, insurance or any other reasonable costs incurred, together with an administration fee of £25, before forwarding the item.

1.7 Complying with the law

The Occupier will comply with all relevant legislation and other legal requirements relating to the Occupier's use and occupation of the Property.

2 MISCELLANEOUS

2.1 Repair and maintenance service

Any repairs and maintenance that are required and observed by the Occupier should be reported to CLSL via the helpdesk.

2.2 Internet

CLSL and the Occupier agree that use of any internet service supplied to the Accommodation is subject to CLSL's Internet Usage Policy which may be amended from time to time. If the Occupier does not comply with that policy, CLSL may suspend or terminate the internet service without liability to the Occupier.

Schedule of Charges

Should damages be found in accommodation that necessitates repair/replacement of items then the list of charges below should serve as a guide. It is emphasized that the list below is a guide and CLSL will endeavor to undertake necessary works and replacements as economically as possible.

Description	Cost – up to £
Repair / Replace front door (fire door)	£400
Replace fob	£10, + call out if after hours
Redecorate bedroom (inc damage rectification and/or de-fumigation as a result of smoking)	£200
Redecorate kitchen	£400
Redecorate corridor	£300
Replace mattress – Single / $\frac{3}{4}$ / Double	£110 / £130 / £150
Replace/repair bed – Single / $\frac{3}{4}$ / Double	£400
Replace/repair wardrobe up to	£250
Replace study desk	£150
Replace desk chair	£35
Replace curtains/blinds (depending on size)	£100
Replace bedroom flooring	£450
Replace bedside cabinet	£45
Replace chest of drawers	£80
Replace intercom phone	£175
Replace flat communal flooring (corridors / lounge)	£700

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Replace sofas	£300
Replace flat screen TV	£250
Replace TV unit	£70
Replace TV shelf	£100
Replace wall mounted shelf unit	£85
Replace room mirror	£50
Replace bedside light	£60
Replace light switches	£45
Replace power sockets	£45
Replace kitchen flooring	£500
Replace kitchen blind	£120
Replace microwave	£65
Replace kitchen bin	£15
Replace kettle	£10
Replace vacuum cleaner	£75
Replace oven / hob - each	£350
Replace kitchen/dining table	£100
Replace kitchen chair	£20
Replace coffee table	£50
Replace worktop	£250
Replace fridge freezer / fridge or freezer	£350 / £200
Replacement fire extinguisher or tampering with fire extinguisher	£60
Replace pin board	£45
False activation of Fire Alarm – if charged by attending Fire Service	£250
Damaged Window Safety Devices	£100
Replace book shelves	£65
Replace desk top	£60
Replace shower cubicle/side panel	£170/£110

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Replace shower tray	£350
Replace kitchen door	£275
Replace flat entry door	£520
Replace riser door	£250
Replace bathroom mirror	£25
Replace toiletry shelf/cupboard	£75
Replace toilet seat	£25
Replace bedroom door	£320
Clean bedroom flooring	£25
Clean communal flooring (corridor / lounge) (if applicable)	£40
Clean bedroom at end of occupation if not up to standard	£40
Clean en-suite at end of occupation if not up to standard	£50
Clean kitchen at end of occupation if not up to standard	£75
Removal rubbish from flat/room	£10 per sack

This list is not exhaustive and we may charge for any damages not considered to be due to reasonable wear and tear.

I have read and understand the provisions contained in this Code of Conduct and agree to adhere to this code as part of my tenancy:

Name

Date

Signature