

### **Students/Interns Tenancy Agreement**

This Tenancy Agreement is between tenants of OES Residence Halls and Oman Educational Services (OES, LLC).

This agreement applies to all *Tenants* (*Students & Interns*), residing in properties owned and/or managed Oman Educational Services (OES). It creates a legally binding obligation between OES and the *Tenants*, so please read it and make sure you understand and agree to it before you sign. This tenancy agreement is governed by Oman law which international *Tenants* may find quite different to the law which applies in their home country.

For enquiries about the content of this agreement and any other financial matters, you may contact the Accommodation Management Unit, by phone 2206 1092/22061104 or email to <a href="mailto:amu-bdb@gutech.edu.om">amu-bdb@gutech.edu.om</a> or <a href="mailto:amu-bdb@gutech.edu.om">amu-bdb@gutech.edu.om</a> or <a href="mailto:amu-bdb@gutech.edu.om">amu-bdb@gutech.edu.om</a> or

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Tenant's Name:							
(as in passport or							
national ID)							
ID No.							
University:	German University of Technology in Oman (GUtech)						
Building (tick one please):	□ Ahlan □ Sahlan □ Marhaba □ Dhiyafa 11 □ Dhiyafa 12 □ Dhiyafa 21 □ Dhiyafa 22						
Room Type (tick one please):							
☐ Single room ☐ Triple room ☐ Quadruple room ☐ Triple occupancy apartment							
			Tenancy Period				
		Start date		End date			
Room No.							
D 131 //C 1/ 1	1.5	☐ Monthly tenancy					
Bed No. (if applicable).		☐ Weekly tenancy					
		One semester					
		☐ One academic year					
A booking fee must be paid at the time of booking a room, for the fi				or the first tim	e The same		
	fee shall be kept for subsequent renewal of bookings.				e. The same		
Booking Fee	The booking fee shall NOT be refunded, if the tenant chooses to withdraw from						
	accommodation before the end of the tenancy period.						
	The Booking fee shall be held for the duration of the tenancy agreement to act as a security deposit.						
	The booking fee shall ONLY be returned at the end of the tenancy period less any						
	damages costs/penalties/late payment fees. The tenancy period are those recorded						
	in the accommodation system.						
	in the accommodation system.						
Accommodation	The fixtures, fittings and equipment in the accommodation as listed in contents						
Contents:	inventory attached to this tenancy agreement.						
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	Any shared facility such as kitchen, bathroom, or other room allocated to the		
Common Areas	accommodation and those areas of OES property which are necessary for the purpose		
	of gaining access to the accommodation		
	Rent and Booking Fee payment shall be paid in either one of these modes:		
	1- Cash payment, at the Cashier Counter (2 <sup>nd</sup> Floor, Main Building)		
	2- Credit / Debit card, at the Cashier Counter		
	3- Online payment – through accommodation system.		
Mode of Payment	4- Bank Transfer, as per the details below:		
1.10de of Laymont	Bank Name: Ahlibank SAOG		
	Branch Name: Head Office Branch		
	Account Name: Oman Educational Services LLC		
	Account Number: 5101-029018-001		
	SWIFT Code: AUBOOMRUX)		
	The <u>rent includes</u> the price of the <u>services</u> .		
	The payment of rents is pro-rated to the number of nights occupied during a month		
	whenever the room key is received. Full rent's payment will be charged for a full		
Rent	month occupation. Applicable accommodation rents are accessible online, through this		
	link https://oes-properties.com/accommodation/prices/		
	THE AMOUNT OF THE RENT MAY CHANGE AT THE DISCRETION OF OES,		
	WITH A REASONABLE NOTICE.		
	(a) to avail of Accommodation during the Tenancy Period		
Rights	(b) to use the Common Areas		
	(c) to use the Common Areas (d) to use the Services		
	(a) provision of hot water		
	(b) provision of electricity supply to the Accommodation		
	(c) disposal of waste		
Services	(d) cleaning of the Common Areas (e) Provision of cooking gas, when applicable		
	(f) lighting of the Common Areas		
	(g) repair of the Accommodation and Common Areas		
	(h) access to wireless internet		
Payment options	In full at the time of healing (healing for a full year)		
i ayınıcını opuons	☐ In full at the time of booking (booking fee + full rent) ☐ In instalments, (schedule of amounts is available online, 1st instalment must be paid.)		
(applicable to	$\square$ In instalments (schedule of amounts is available online, 1 <sup>st</sup> instalment must be paid at the time of booking + booking fee)		
Tenants only, tick	*at the discretion of OES, the booking may be valid for 48 hours only without		
one please)	payment.		
List of Fines and			
Actions	See the List of Fines and Actions at the end of this Tenancy Agreement		

In this Tenancy Agreement "OES properties" refers to all buildings made available for rental service by students, guests, and interns.

The University agrees to grant and the Tenant agrees to take a tenancy of the Accommodation for the Tenancy Period mentioned above on the conditions set out in this tenancy agreement. If the start and end date of tenancy differ from the dates captured by the accommodation system, the date of this later shall supersede those mentioned in this agreement. This agreement incorporates all the terms and conditions, regardless of where published.



# 1. Tenants' obligations (all are applicable to interns and students, except when it is otherwise mentioned)

- 1.1. To apply for room occupancy via the Accommodation System accessible through <a href="www.oes-properties.com">www.oes-properties.com</a> (Applicable to Students only).
- 1.2. To pay a booking fee of OMR 100 or an amount named as booking fee, at the time of booking a bed/a room.
- 1.3. To pay the full Rent or the first instalment of the Rent at the time of the booking.
- 1.4. To pay the Rent in full or in installments on or before the deadline dates. All deadlines are published on <a href="https://www.oes-properties.com">www.oes-properties.com</a> (Applicable to Students only).
- 1.5. To check the inventory and report any discrepancy in writing on the **'Check-In Inventory Form'** to the designated officer within 2 days of the start of the Tenancy Period.
- 1.6. To pay the rent on time. Failure to pay on or before the dates as published on the accommodation website, shall incur a fine of OMR 5 on each unpaid instalment (**Applicable to Students only**).
- 1.7. To look up for the instalment payment deadlines on <a href="www.oes-properties.com">www.oes-properties.com</a> (Applicable to Students only).
- 1.8. To keep the Accommodation, the Accommodation Contents (jointly with other Tenants) and Common Areas in a clean and tidy condition and not to damage them. In the event of damage during the Tenancy Period which can be attributed to the Tenant's actions, OES will seek full reimbursement of costs, deductible from the booking fee, upon receipt of repair invoices.
- 1.9. At the end of the Tenancy Period, to leave the Accommodation in a clean and tidy condition and to clear out unwanted items and personal belongings and to return the keys/passes/entry cards to the Accommodation Management Unit or a designated officer.
- 1.10. To allow a designated officer, at reasonable times and after giving reasonable notice, to enter the Accommodation for the purpose of viewing, inspection, maintenance or repair. No notice will be given in an emergency, for routine cleaning on the designated days, or where the need for repair was reported by the Tenant/Intern, but otherwise the Accommodation Management Unit will aim to give 24 hours prior notice for other purposes.
- 1.11. To comply with all applicable University's Codes, Rules, and Regulations published by OES and its subsidiaries.
- 1.12. To avoid actions or negligence having an adverse effect on OES properties or on other tenants or occupiers of nearby properties.
- 1.13. To report to a designated officer any damages or need for repair as soon as you become aware of it.
- 1.14. To pay all costs incurred from breaching the University's Regulations governing the Use of Accommodation.
- 1.15. Not to alter, to remove, add to or do anything which may cause damage to the electrical installation or equipment in the accommodation or which may be a fire risk or in any other way put the health and safety or security of others or OES property at risk.
- 1.16. Any electrical appliance brought in by the Tenant must be reported to the designated officer. Any appliance which is judged unsafe shall be removed without further notice to the Tenant/Intern, charged a storage cost to the Tenant/Intern, and returned to the Tenant/Intern at the end of the Tenancy Period.
- 1.17. Not to put anything harmful, or which is likely to cause blockage, in any pipes or drains. This applies to all OES and University buildings, not only the Accommodation, and includes sanitary products.



- 1.18. Not to remove from, affix to, change, damage or attempt to repair the structure or decorative finish of any part of the buildings or the Contents. Removal of electrical appliances, including television, shall incur a fine chargeable to each tenant of the room where the appliance is found being placed.
- 1.19. Not to bring additional furniture (including items such as fridges and cookers) into OES owned and/or managed properties without the prior written consent of the designated officer.
- 1.20. Not to sub-let the Accommodation or transfer occupancy to any person.
- 1.21. Not to receive visitors to the Accommodation without prior notice to the designated officer.
- 1.22. Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others.
- 1.23. Not to bring into OES owned and/or managed properties pets/animals.
- 1.24. Not to cause any obstruction of the Common Areas.
- 1.25. Where the Tenant/Intern becomes aware of damage to the Accommodation caused by an intruder, to report the incident to the designated officer during office hours or to University Security Services outside these times immediately. Contact numbers for University Security is posted on each of the residence noticeboards.

#### 2. University's Obligations

- 2.1. Except in the case of an emergency, to give the tenant at least 24 hours' notice prior to entering the Accommodation during term-time.
- 2.2. Not to interrupt the Tenant's occupation of the Accommodation more than is reasonably necessary.
- 2.3. To give a receipt for any of the Tenant's property confiscated under the terms of this tenancy agreement.
- 2.4. To ensure that staff are clearly identifiable, and that any staff or contractor requiring access to the Accommodation carries appropriate identification documents.
- 2.5. Maintain the all Common Areas in good order and repair, and keep any equipment in proper working order.

#### 3. Other conditions

- 3.1. Personal belongings left at the Accommodation are at the Tenant's own risk.
- 3.2. OES is not liable to repair any damage caused by the Tenant unless the cost is met by insurance (any excess on insurance policies being payable by the Tenant) or by the Tenant.
- 3.3. OES is entitled to remove from the Accommodation or the Common Areas any article which constitutes an obstruction or a fire or health or safety risk but (unless perishable) will return it to the Tenant on the termination of this tenancy agreement.
- 3.4. OES is entitled to remove any item left in rooms by the Tenant, after 1 week from the end of the Tenancy Period and shall not be obliged to return it to the Tenant.
- 3.5. Notices under this Tenancy Agreement must be in writing (which includes email).

#### 4. Room Swapping and Changes

- 4.1. Room swaps require a written notification and approval of both parties concerned with the swap, within the official room changing and swapping period announced by OES Housing Unit.
- 4.2. Room swaps will not be treated as replacements.
- 4.3. Room upgrading will be processed whenever there is a vacancy. Room downgrading is not allowed. Room upgrading will result in an additional Rent to be borne by the requester of the upgrade.



4.4. Refunds of Rent that may seem necessary in case of room swapping and changing will only be given where the void in the OES housing caused by the Tenant's early departure has been filled and there is no loss to OES.

#### 5. Termination of this Tenancy Agreement

- 5.1. OES may terminate this tenancy agreement at any time by serving notice on the Tenant if:
  - (a) Any payment is overdue by 45 days or more or (**Applicable to Students only**);
  - (b) The Tenant is in serious or persistent breach of any of the Tenant's obligations or;
  - (c) In the reasonable opinion of the University the behavior of the Tenant constitutes a serious risk to him/herself or others or the University's.
- 5.2. The Tenant (**Applicable to Students only**) may only terminate this tenancy agreement in accordance with this clause, and will remain liable for the clauses of this agreement and its financial obligation until:
  - (a) the Tenant has applied for withdrawal from accommodation via the online accommodation system through <a href="www.oes-properties.com">www.oes-properties.com</a>, or has given notice in writing to the Accommodation Management Unit or a designated officer that s/he wishes to leave; and
  - (b) a replacement who is not already a Tenant of OES properties enters into a tenancy agreement with OES;
- 5.3. If this tenancy agreement is terminated early by the Tenant, before the end of the Tenancy Agreement, the booking fee is NOT REFUNDABLE.
- 5.4. Any pre-paid rent will only be refunded for the remaining period of the tenancy agreement where the void in the Residence caused by the Tenant's early departure has been filled and there is no loss to OES.
- 5.5. If this tenancy agreement is terminated under clause 4.2, pre-paid Rent will only be refunded for the period for which a replacement has been found and entered into a tenancy agreement with OES.
- 5.6. The acceptance of the keys/access cards at any time shall not in itself be effective to terminate this tenancy agreement while any part of the Period of Tenancy remains unexpired.

#### **6. Shared Room Contracts**

- 6.1. Where the Accommodation is designated for occupancy by more than one person, these clauses apply but not otherwise.
- 6.2. Each occupier will have a separate agreement with OES on the same Terms.
- 6.3. Where damage or loss occurs at the Accommodation and it is not possible for OES (acting reasonably) to ascertain who is at fault, to pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss.
- 6.4. The Tenant shall be charged the same 'shared room rentals' that he/she has been paying for, in the event of the said Tenant becomes sole occupier of such shared-accommodation, provided such event did not occur because of any of his/her own acts. For other convenience or safety reasons, AMU may shift the Tenant to a single occupancy unit, wherein the room rentals shall remain the same as it was before such shifting. In such event, the Tenant may be allowed to pay the then shared rentals for a period of max one month and subsequent to that 'standard single occupancy rates on pro-rated basis would apply.



- 6.5. OES may introduce a second Tenant to the Accommodation if it is solely occupied and will give reasonable notice to the Tenant in occupation of its intention to do so. Rent will revert to the rate for a shared accommodation when a Tenant begins occupation.
- 6.6. The University shall not be obliged to relocate either Tenant in the event that sharing Tenants do not get on with each other, but will treat transfer requests sympathetically in such circumstances. Tenants in shared accommodation have the same rights to terminate their tenancy agreements as those not in shared accommodation.
- 6.7. Tenants in shared accommodation will show the utmost respect for the other occupier(s) of the Accommodation and for their belongings. The rights of the sharing Tenants are equal and neither has precedence or preference over the other.

#### 7. Semester Break and Summer Extensions

- 7.1. This agreement does not cover semester short breaks and the summer vacation, and the Tenant must vacate the Accommodation at the end of the Tenancy Period.
- 7.2. A separate Tenancy Agreement shall enter into force at the request of the tenant. Relevant rent shall be paid by the Tenant for the duration of stay.
- 7.3. The University does not guarantee that all applications for semester break and summer vacation will be successful, when there is only a limited number of places available.
- 7.4. If the Tenant wishes to stay in OES housing during the summer:
  - (a) The Tenant must be an international student enrolled in the University;
  - (b) The Tenant must have paid all rent and other sums due under the Tenancy Agreement;
  - (c) The Tenant must apply for the extension prior to the Semester Break and Summer Holiday, but not later than the 14th week of the semester of study.

Signed by a duly authorised officer on behalf of OES:	Signed by the Tenant:	
Signature:	Signature:	
Print name:	Print name:	
Date:	Date:	



## List of Fines and Actions, As Applicable in OES owned/managed Housing 2018-2019

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Description	Actions & Fines (OMR)				
Unpaid instalment	5/- on each unpaid instalment				
Damaging mattress	50/-				
Loss of drawers' key	5/-				
Breaking room furniture	30/-				
Removing appliances/electronics from its place	OMR 10/- on each tenant where the removed appliance is found in his/her room				
Pets or animals kept in Accommodation	Not allowed + warnings + evacuation				
Alteration to the display of furniture	Not allowed + warnings				
Loss of room key	5/- for replacement				
Lock-out charge	Warnings + necessary action as deemed necessary				
Changing rooms after confirmation of booking	10/-				
Smoking in rooms and/or building	10/- + warnings + evacuation				
Untidy and messy kitchen	Warning + necessary action as deemed necessary				
Untidy and messy common areas	Warning + necessary action as deemed necessary				
Littering (garden, kitchen)	Warning + necessary action as deemed necessary				
Trash left outside rooms	Warning + necessary action as deemed necessary				