



Student Accommodation

# Terms of Residency

## Southampton Residences

**For the purposes of this document any reference made to 'student' or 'resident' includes Warsash cadets**

**2017 - 2018**



## **Peace of mind with the new housing code**

The student residences at Southampton Solent University fully comply with the new standard for student accommodation, the Universities UK/Guild HE Code of Practice for the Management of Student Housing.

The full code can be found at: [www.thesac.org.uk](http://www.thesac.org.uk)

The code covers, among other matters, health and safety, maintenance and repair, and relationships between the University (the landlord) and student (the licensee). It outlines best practice and provides benchmarks for the management and quality of student housing in the sector.

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## Eligibility

Applications are welcomed from students currently pursuing, or intending to pursue a full-time course of study at Southampton Solent University.

Students are eligible to reside in University accommodation whilst they are considered to be registered on a full-time course of study in higher or further education at Southampton Solent University.

[Accommodation Allocation Policy - New Students](#)

[Accommodation Allocation Policy - Returning Students](#)

[Accommodation Allocation Procedure - Warsash Cadets](#)

Visiting students, students under the age of 18 at the commencement of their studies, and non-student visitors working within, on behalf of, or as a result of links with the University may be offered accommodation within the Student Residences located in Southampton at the discretion (and subject to availability) of the Accommodation Support Team Leader within the Accommodation Office.

All applications for places within Student Residences should be directed through the Accommodation Office within Estates and Facilities at Southampton Solent University's East Park Terrace Campus.

The Accommodation Support Team Leader reserves the right to reject an application from an individual who is considered to be in default of payment for accommodation fees or associated costs/charges for any prior period of residence, or any student who has caused damage to property or distress to other residents during a prior period of occupancy, or has been the subject of any conduct or disciplinary action during a prior period of residence.

## The Granting of Residence and Allocation

Individuals choosing to live in one of the Student Residences are required to enter into a formal Residence Agreement. Applicants accepting their room offer either on-line or by signing the Residence Agreement are agreeing to abide by these Terms of Residency. The University grants to the student the right of occupancy of the residential premises for the period stated within the agreement. It is a fixed-term agreement and covers the dates detailed on the agreement issued to, and accepted on-line or signed by the resident and a representative of the Accommodation Office.

The Residence Agreement is issued in accordance with Schedule 1 of the Housing Act 1988, which exempts tenancies granted by education institutions from the definition of an 'assured shorthold tenancy', and which specifies that lettings to students are exempt from protection where the occupier is pursuing, or intending to pursue a course of study provided by a specific education establishment.

At no time are there to be persons other than the authorised occupier(s) residing on the premises. Students are not permitted to pass their accommodation keys/fobs/swipe cards to any other resident/student or individual to use.

Residents are asked to note that the taking up of accommodation constitutes an undertaking to abide by these published Terms of Residency.

The University grants the named individual permission to occupy the residential premises. The allocation of accommodation is the responsibility of staff within the Accommodation Office, in collaboration with the respective Residence Manager and/or the Disability Co-ordinator.

Any such allocation does not confer exclusive possession of the room upon the individual, and the University reserves the right to re-allocate rooms or require a resident to move rooms at any time, having given reasonable notice; except in the event of a perceived emergency, or on health and safety grounds, where immediate re-allocation and relocation will be necessary.

Any resident wishing to move rooms may be able to do so following a reasonable timescale in residence, subject to the availability of an alternative room, and being in possession of written authorisation from staff within the Accommodation Office.

Residents will be required to pay an administration fee of £25.00 prior to the move, agree to any changes in the fees payable (where the new room is of a different type, and consequently attracts a different fee) and submit a new or revised payment plan/mandate as appropriate. Residents are to be advised that if they have outstanding accommodation fees or charges, the University reserves the right to reject the room move until the outstanding amount has been cleared.

If a vacancy occurs within a residence, the University reserves the right to fill the vacancy without prior consultation with other existing residents.

In the event that a residence is considered by the University to be unfit for occupation, the University at its discretion will find appropriate alternative accommodation as close to the University as possible. If, for practical reasons, transport and meals are required then students will receive these benefits free of charge. However, although the students will incur no additional costs they will remain liable for the original fees as charged.

**Please remember that once signed, a Residence Agreement is a legal document, and parties are bound by its terms.**

## **Period of Occupancy**

Students accept residency of the accommodation for the stated period, and as such are committed to the fees for the full duration of the fixed period of the Residence Agreement. The dates will appear on the Room Offer made on-line or if appropriate on the Residence Agreement presented to the student for signing before taking up occupancy.

## **Residency Pre-Payment**

To secure a room in University accommodation, new applicants (UK, EU and Islands) are required to provide a £250.00 pre-payment towards their accommodation fees.

- The pre-payment will be deducted from the total accommodation fees due.
- The pre-payment is not refundable at the end of the residency period.
- New Non UK/EU applicants are required to pay all accommodation fees in advance of taking up residence.

A pre-payment is not required from students whose sponsoring company are paying the accommodation fees.

## **Cancellation of Room Offer and Associated Charges**

**When an offer of accommodation is accepted and the Residency Agreement is signed, a legal contract is formed, and all parties are bound by its terms.**

Once the room offer is accepted and confirmed, applicants may only request to terminate the contract if they do not, or are unable to take up their studies at the University.

All requests to terminate the contract must be put in writing to the Accommodation Office. Under these circumstances, any pre-payment made to accept the accommodation will be refunded in full.

Any payments received for parking will be fully refunded if the parking is associated to the room cancellation.

To cancel please contact the Accommodation Office in writing by letter to: The Accommodation Office, East Park Terrace, Southampton, Hampshire SO14 0RN.

Or email: [accommodation@solent.ac.uk](mailto:accommodation@solent.ac.uk)

## **Withdrawal or Suspension of Studies**

If a student intends to withdraw or suspend from a course of study at the University, he/she is required to notify staff within the Accommodation Office immediately in writing. In such circumstances, the resident is required to give four weeks (28 days) **written** notice of an intention to vacate the residences following withdrawal or suspension from a course of study at the University.

Upon receipt of this written notification, and subsequent confirmation from the School that the resident has withdrawn or suspended from a course of study, the University will perform and execute an agreed termination of the Residence Agreement. If a student fails to provide written notice, the four week notice period will commence on the date that the School received the student's written notification of his/her intention to withdraw or suspend from a course of study.

A student will remain responsible and liable for the full accommodation fees until the day the four week notice period expires, or (following consultation with the occupier) until the University re-allocates the room, whichever is sooner.

Any refunds due will only be processed after the four week notice period has expired and it is formally recognised through the School Office that the student has withdrawn from the University. A room evaluation will be carried out by the Residence Manager or nominee and a report forwarded to the Accommodation Office once the study-bedroom has been fully vacated and all appropriate keys/access cards etc. returned.

Any student who **is withdrawn by the School** from a course of study must advise the Accommodation Office staff in writing at the earliest opportunity. Accommodation Office staff will then undertake a termination of the Residence Agreement, and the student will be required to vacate the premises within a four-week (28-day) period thereafter, or such other period as agreed and confirmed in writing between the student and the Accommodation Office.

The student will be liable for fees until the expiry of the four week notice period or such other period as agreed and confirmed in writing between the student and the Accommodation Office. Where the Accommodation Office is advised by a School (and not the student) that a student has been withdrawn from a course of study, the date on which the decision was made by the School will be considered the date of commencement of the four-week notice period.

## **Early termination of the Residence Agreement**

Any resident wishing to terminate a Residence Agreement before the natural expiry of the period of residency, whilst remaining enrolled upon a course of study, must advise staff within the Accommodation Office in writing of their wish to vacate and terminate the Residence Agreement.

In such circumstances, it remains the responsibility of the student to nominate a suitable replacement for the room. The University may if able or appropriate, introduce a replacement to take up the room. Where a suitable replacement is found, offered the accommodation, and takes up residency of the room, staff within the Accommodation Office will inform the student wishing to terminate their residency. Liability for fees will cease once the new occupant moves into the room.

Where no suitable replacement resident can be found either by the reasonable endeavours of the student wishing to terminate, or staff in the Accommodation Office, the student wishing to terminate will remain liable for residence fees for the full duration until the natural expiry of the fixed period of the Residence Agreement.

Where no suitable replacement can be found, and the resident considers there to be exceptional circumstances that necessitates a termination of the Residence Agreement, for example, medical circumstances or compassion grounds, i.e. bereavement of an immediate family member, the resident should write to the Accommodation Support Team Leader, Estates and Facilities detailing and demonstrating the issues and including evidence and supporting information.

The Accommodation Support Team Leader will liaise with colleagues from across the University to review the evidence and determine whether there are sufficient grounds for an agreed termination of the Residence Agreement.

If the resident does not agree with the outcome, they should make an appeal in writing within 10 working days to the Accommodation Services Manager.

## **Fees**

The University reviews its residency fees annually. However, fees are subject to amendment before the commencement of any period of occupancy. For the avoidance of doubt, fees will not be amended once a contractual arrangement has been entered into.

The payment structure (instalment dates and amounts) is detailed in the room confirmation issued to prospective residents following their application for accommodation, or if applying on-line, in the summary of the room offer, found under the heading, 'Accommodation Offer, Fees and Terms'. It is the responsibility of each individual to ensure sufficient funds are available to cover the fees for the whole of the contractual period.

All residents should note that they are liable for residence fees; once a study-bedroom has been formally accepted on-line, or by the signing and returning of the Residence Agreement and/or taking possession of keys/accommodation - whichever is the sooner.

A student who has entered into an agreement for University accommodation is liable for fees for the full period specified in the Residence Agreement, or for such longer period as requested, confirmed, and agreed in writing with staff in the Accommodation Office.

Residents joining a course of study that involves a placement period should be aware that they remain liable for the fees during any period that they may choose not to be in residence, unless a suitable replacement can be found (see Termination).

In the event of a resident being required by the University to vacate the residences for disciplinary reasons, the University will seek to recover costs equal to the amount of fees outstanding from the date of vacation to the end of the Residence Agreement period, or until the room is re-occupied whichever is the sooner.

If a student is experiencing difficulties in meeting financial commitments, they should contact the Accommodation Office and outline their position. Accommodation Office staff are able to provide practical support and assistance, and direct students to trained staff within Students' 1st for further support.

Students' 1<sup>st</sup> is located in the **Reginald Mitchell Building** on the main campus **RM011** (opposite the Student Hub).

Tel: **023 8201 3427**

Email: [students.1st@solent.ac.uk](mailto:students.1st@solent.ac.uk)

If the appropriate accommodation fees are not received by the prescribed dates, the University reserves the right to invoice the resident a late payment fee of £50.00 **on each occasion a payment is not honoured**. This fee covers administrative costs of recording non-receipt of fees and associated correspondence for the pursuance of outstanding amounts. Invoices must be paid within 28 days of issue.

Residents making payments by one of the approved methods are advised that if the payment is not honoured, they may become a debtor to Southampton Solent University.

All residents should be aware that in accordance with the published Student Debt Policy, the University reserves the right to:

- **\*\*Take action to recover outstanding debts, including the use of debt collection agencies and the courts, and to recover all reasonable costs associated with the recovery of outstanding debts.**
- **Instigate eviction procedures for any student considered to be in significant arrears of their accommodation fees.**
- **Reject future accommodation applications from students who remain in debt for accommodation fees, or associated charges for a prior period of residency.**
- **Not issue students with an invitation to attend the Graduation Ceremony.**

**\*\*Personal details will only be released to a third party, where your permission is granted, where we are legally obliged to do so and for the purposes of recovering debt.**

## **Arriving and departing residences**

Inventory forms are issued to all residents on arrival. Any damage, defects or missing items should be recorded on the form and returned to the residence office within 48 hours of arrival.

Upon vacation of the residences following either the natural expiration or an agreed termination of the Residence Agreement or a Notice to Quit, students should ensure that the study-bedroom and kitchen/flat areas are left in the same condition as provided at the beginning of the Residence Agreement period - allowing for fair 'wear and tear'. This should include the returning of any items of furniture or furnishings that has been moved or relocated within the accommodation to its original position.

The University will attempt to contact the owners of readily identifiable belongings and personable possessions should they be left in a study-bedroom/kitchen/flat following either the natural expiry or agreed termination of the Residence Agreement. Any possessions or belongings not removed from the residences will be removed and disposed of - following a reasonable period of time and where the University has exhausted reasonable efforts to identify the owner and have the belongings removed by the owner. The costs incurred by the University to remove and dispose of the belongings will be charged to the owner.

*All residents are reminded that it is their responsibility to return all keys/fobs/car parking permits to the Residence Office upon their final departure, and such items are signed over when a member of staff is present and available. If a member of staff is not available, keys/fobs should be posted through the post box in the residence foyer.*

***A charge will be made for any keys/fobs/car parking permits not returned upon final departure from the residences.***

## **Sub-Letting**

At no time are there to be persons other than the authorised occupier(s) residing on the premises. Students are not permitted to pass their accommodation keys/fobs/swipe cards to any other resident/student or individual to use.

Rooms may neither be sub-let by the occupant, nor be used for residential purposes by anyone other than the person named on the Residence Agreement. Rooms let as a single study-bedroom and/or on a single occupancy basis must not be shared under any circumstances without the written agreement of staff within the Accommodation Office.

The Residence Agreement is personal to each individual and cannot under any circumstances be transferred to any other person by the resident, nor should the resident part with possession of any room occupied, either in whole or in part to another. Room swapping, sub-letting or room leasing is not permitted and is considered a disciplinary offence.

## **Use of Residential Premises**

A resident may not use the residential premises to undertake, conduct or perform any kind of business, trade professional employment or any other form of commercial or promotional activity. For the avoidance of doubt this includes e-business activity conducted from the student residences, and the promotion of local organisations through 'flyers' or fly-posting within the residences. Any such use is considered a disciplinary offence.

## **Visitors & Guests**

Occasional guests are permitted, but not allowed to remain overnight on the residential premises. Residents must remain with their guests at all times whilst on residential premises and ensure that guests conduct themselves in an appropriate manner. Residents should be fully aware that they remain responsible for the actions and behaviour of their guests at all times, including any damage, nuisance or disruption caused.

Visitors or guests may be required to leave the premises at any time by residence staff at their reasonable discretion, where those visitors or guests are considered to be conducting themselves in an improper manner, or causing disruption/disturbance to other residents.

Where a resident employs or utilises the services of a carer, the carer will be classed as a guest of the resident.

## **Residence Management**

Each residence has its own dedicated Residence Management Team. The team includes a Residence Manager, Residence Life Assistants and an Overnight Team. Their role is to ensure that all residents enjoy a trouble-free period of occupation. Any matters that cause concern to a resident should be brought to the attention the Management team at the earliest opportunity.

The Residences are staffed 24 hours a day, 7 days a week. There will be occasions when the staff on duty may be out of the office in which case a notice will be displayed giving a contact number and an approximate time of return. Outside the normal office hours worked by the Residence Manager, a Residence Life Assistant or the Overnight team will be on duty. Their role is to offer advice and assistance to residents during these times. During periods of duty, they are based in the main office, and as part of their duties, they carry out routine patrols of the residences and site.

If the Residence Life Assistant or the Overnight team are not be in the office, their estimated time of return will be displayed, along with a contact mobile telephone number.

## Access to Rooms

In order for the University to discharge and fulfil its management obligations, students are required to provide access to their accommodation at all reasonable times. The University and its officers shall have the unobstructed right of access to effect initial investigation, and subsequent repair/replacement of a reported defect and/or in a situation where there is a perceived emergency or health and safety issue. Prior notice will be given in all but extreme situations.

The University reserves the right for a Residence Manager or nominee to access a study-bedroom where, following reasonable attempts to ascertain whether the room is occupied it is considered that the room is unoccupied and where there is a need to turn off audio equipment (alarm, music or similar), which is considered to be causing annoyance or disturbance to other residents or members of the local community.

The student is responsible for ensuring the study bedroom and communal areas are a reasonably safe environment i.e. cable should be kept tidy to avoid trips.

## Cleaning Service

There is a weekday cleaning service within the Student Residences\*. This concentrates on the communal areas and facilities that include kitchen/diners, shared WC and shower facilities, lifts, laundry, Common/TV room, stairways, landings, and lobbies. The co-operation of all residents is required through prompt cleaning and putting away of personal belongings such as crockery, kitchen and cooking utensils, which will then allow the cleaning staff easy access to work surfaces and sinks.

All residents sharing a communal kitchen facility have equal responsibility for ensuring that kitchens are kept at a reasonable level of cleanliness. In the event that the Residence Manager considers that the level has dropped below an acceptable standard, and following consultation with the individuals concerned, the University reserves the right to adjust and increase the level of cleaning in that specific area, and to recover from the users any additional costs of bringing the standard of cleanliness back to an acceptable level.

In addition, in the interests of health & safety, the Residence Manager will remove any unwashed crockery or food that is clearly prejudicial to health.

All students are responsible for the cleaning of their own rooms including en-suite facilities, plus their personal kitchen items and utensils. Vacuum cleaners are available in each kitchen or flat area, and are the responsibility of the students using that kitchen. Replacement vacuum bags are available on request from the Residence Office.

*\*Due to there being fewer residents in each flat at Emily Davies the WC/shower, kitchen facilities and circulation areas are cleaned on a weekly basis.*

Where a study-bedroom or communal area is found to be in a condition considered hazardous or prejudicial to health (a category 1 Hazard pursuant to the HHSRS), residence management staff reserve the right, having given 24 hours' notice, to employ appropriate actions to rectify the situation. The costs will be passed on to the student(s) for any cleaning and/or associated expenditure.

## Complaints

A 'Student Complaints Procedure' exists whereby students can express their dissatisfaction or concerns about facilities or services provided by the University.

As part of this procedure, residents are required to address their initial concerns or observations regarding the residences with their respective Residence Manager. If the Residence Manager is not available, the student should contact the Accommodation Office located on the East Park Terrace Campus.

A full copy of the [Student Complaint Procedure](#) can be found on the portal.

All the residences at Southampton Solent University fully comply with the standards for student accommodation, the Universities UK/Guild HE Code of Practice for the Management of Student Housing.

The full code can be found at [www.thesac.org.uk](http://www.thesac.org.uk)



The code covers, amongst other matters, health and safety, maintenance and repair, and relationships between the University (the landlord) and student (the licensee). It outlines best practice and provides benchmarks for the management - and quality - of student housing in the sector.

## Illness and Injury

Any resident or visitor who is taken ill or has an accident is required to make the Residence Management Team aware of their condition immediately, for recording purposes and in order for their health and well-being to be assessed and monitored, and if necessary further assistance called for. If the student or visitor is unable to report the occurrence, any resident who is aware that a resident or visitor is ill or has had an accident should inform the Residence Office at the earliest opportunity.

All incidents that result in personal injury to a resident or visitor must be reported to the Residence Office, in order that the appropriate documentation is completed.

## Medical Centre

The St Mary's Surgery is located close to Kimber Student Residence. All residents are strongly advised to register with a practice at the earliest opportunity following their arrival in Southampton.

Link to [St Mary's Surgery](#) website

## Security

Within the residences, the security of personal belongings is most important. Residents are asked to secure doors to their own rooms, flats, kitchens and houses whilst they are not present in the room. Students should ensure that their own personal belongings are not left in corridors, or communal areas, and that study bedrooms are locked, even if the rooms are unoccupied for a short period.

Special care should be taken to secure the windows on ground floor rooms when not occupied. Any non-resident acting suspiciously should be immediately reported to a Residence Management team.

All the Residences have either proximity locks or swipe card/fob entrance systems in addition to some conventional locks on flat, kitchen and study-bedroom doors.

It is essential to the security of the buildings that these are not passed on to non-resident friends or acquaintances. Likewise access fobs etc. should not be given or lent to non-residents.

In order to ensure continued security of study-bedrooms, the loss or misplacement of keys/fobs will result in the changing of appropriate locks and keys and replacement of cards/fobs. The reasonable costs of replacement locks and keys (and associated fitting) and replacing and re-programming fobs etc. will be charged to the resident concerned.

Residents will be provided with all necessary keys/fobs on arrival at their allocated accommodation. It is the responsibility of the student to look after these while in their possession. It is important to report lost keys/fobs to the Residence Manager or duty person as soon as is practicably possible.

## **Mail / Deliveries**

Incoming mail can be collected from the Residence Office at specified times given on the portal. In order for mail to be sorted efficiently, please ensure the correct postal address, including postcode is issued to friends and family. This address can be found on the external and internal websites, the on-line room offer acceptance or from the Residence and Accommodation Offices.

Residents are asked to advise friends and family members to send valuable items and gifts by recorded delivery. The Post Office also strongly suggests that it is not advisable to send cash, or vouchers with a 'cash equivalent' value, through the post.

## **Launderette**

Each Residence contains a laundry room with card operated washing machines and dryers (Laundry cards are issued on arrival). The laundry facilities are available seven days a week. Please note that students are required to supply their own washing powder/conditioner.

## **Kitchens & Kitchen/Diners**

Residents will be allocated the use of a kitchen or kitchen/diner, located either in a flat or along the corridor from the study-bedroom. Kitchens and kitchen/diners are furnished with cookers or separate electric hobs and ovens, microwave ovens and kettles, fridges, freezers and cupboards for students to store food items plus crockery and cooking utensils.

Students should ensure that kitchen/diners not located within a flat are kept locked at all times when not in use.

Unwashed crockery etc. left on the kitchen/dining area impedes the cleaning process. All residents are expected to wash up and put away personal possessions as soon as possible following use and to keep the kitchen sides clear. Kitchens where dirty crockery is habitually left and is considered by the Residence Manager or deputy to constitute a health hazard or obstruction to cleaning will be issued with a 24-hour Clean Up notice.

Any dirty crockery etc. left in the kitchen following the expiration of the 24-hour notice period will be removed to an external holding zone. Residents will have a further 7 days to retrieve their belongings from this location. Failure to remove belongings within this period will result in them being disposed of.

The University accepts no responsibility or liability for loss of, or damage to, property or belongings moved or removed as a result, except where the University is in breach of its legal duty.

The costs associated with the safe removal of crockery and related items will be recharged to the residents who use the kitchen facility.

In the interest of safety, residents are requested not to store items within 300mm either side or 600mm above the cooking hob.

## Functions

Functions may be organised and held within the Common Room, subject to the written permission from the relevant Residence Manager. Residents are advised that parties are not permitted within the confines of study-bedrooms, shared kitchens, flats or corridors.

## Motor Vehicle Parking

Students are offered the opportunity to apply for a parking space at the Student Residences during the residential application process. There are additional fees payable for parking.

Parking can be reserved subject to availability. Spaces are allocated on a first come, first serve basis. Payment can be made in one instalment for the whole contract period/year, or in three termly instalments. Parking can be cancelled on a termly basis, see below. Parking is free for blue badge holders and a number of spaces are reserved at each residence.

Parking at the residences is strictly for permit holders only. Parking spaces are limited, and unfortunately, there is no provision for student parking at any academic site in Southampton before 4pm on weekdays. Residents who, subject to availability, have paid in advance for a parking space at one of the Residences will be issued with a permit and a barrier key on, or soon after their arrival. The permit must be clearly displayed and visible at all times when the vehicle is parked at the Residence. Due to the limited parking space available, there is generally no provision for visitor parking at the Residences.

Residents are reminded that vehicles are parked on University premises at the owner's risk. The University admits no liability for damage to, or theft of/from vehicles parked on any residential site, except where the University is in breach of its legal duty and the student incurs loss or damage as a direct consequence.

Please be advised that a parking permit only allows the individual holder authority to park the named vehicle at the Residence specified. Parking permits are non-transferable between persons, Residences or vehicles.

Car parking can be cancelled on a termly basis - *Published Term dates are available on-line at [Academic term dates](#).*

- If the parking permit is returned to the Residence Manager before the start of the 2<sup>nd</sup> term in January, the 1<sup>st</sup> terms car-parking fee will be charged and any over payment will be refunded.
- If the parking permit is returned to the Residence Manager before the start of the 3<sup>rd</sup> term in April - the 1<sup>st</sup> and 2<sup>nd</sup> terms car-parking fee will be charged - and any over payment will be refunded.
- Permits returned after the start of the 3<sup>rd</sup> term, the full year's car-parking fee will be charged.

Limited motorcycle parking at the residences is available free of charge - subject to availability. Arrangements to park must be made with the relevant Residence Manager.

## Bicycles

There is limited space for bicycles at each of the Student Residences, and at the main University academic buildings. Bicycles can be affixed to a hoop or rack by means of a chain or lock - which students need to supply themselves.

Bicycles should not be stored or kept within the residential buildings, including a study-bedroom, kitchen, flat, hall or lobby area, as they are likely to cause an obstruction along designated fire exit routes. Any bicycle found to be causing an obstruction and/or considered a risk to the health and safety of occupants will be removed and stored securely for collection by the owner.

Bicycles are kept on University premises entirely at the owner's risk. The University will not accept responsibility or liability for any loss of, or damage to bicycles whilst on residential premises, except where the University is in breach of its legal duty and the student incurs loss or damage as a direct consequence.

It is in a resident's best interests to secure bicycles at all times. Following the expiry of the residential agreement, any bicycle not removed from the Residences will be removed and disposed of - following a reasonable period of time and where the University has exhausted reasonable efforts to identify the owner and have the bicycle removed by the owner. The costs incurred by the University to remove and dispose of the bicycle will be charged to the owner.

## Insurance

Students' personal possession insurance is covered by a 3<sup>rd</sup> party provider [Endsleigh Insurance](#). This has been arranged by the University and is at no additional cost to students.

The policy document detailing the level of cover, including excesses and optional extensions, what is covered and how to make a claim can be found on the Endsleigh Insurance web pages (link above). All claims will be handled directly by the 3<sup>rd</sup> party provider.

Students are reminded that the University's general insurance policy does not provide insurance for student possessions, regardless of how damage/loss is caused.

Students are responsible for checking the level of cover provided by the Endsleigh policy and additional insurance must be arranged by the student if the cover provided by Endsleigh is not sufficient to adequately insure the student's possessions.

## Repairs/Maintenance

All faults requiring repair should be reported on-line (information available at the residences) or at the Residence Office at the earliest opportunity to ensure speedy rectification by either on-site maintenance officers or, where necessary, appropriate professional contracted staff. In order to receive same day attention, urgent defects must be reported before 12 noon.

Response times for dealing with repairs/defects can be found on the Portal. [Reporting Defects](#)

**Lucia Foster Welch Student Residence only** - All faults requiring repair should be reported by email at [Reception.LFW@viridianhousing.org.uk](mailto:Reception.LFW@viridianhousing.org.uk) or at the Residence Office at the earliest opportunity to ensure speedy rectification.

## Portable Appliance Testing

All portable electrical appliances supplied within the Residences by the University are tested in accordance with the appropriate published guidelines. Residents should note, and be fully aware that they are responsible for ensuring that any portable electric appliance that they choose to bring into, and or use within residential accommodation provided by the University is in a safe and fully operable condition.

The University reserves the right to remove any such appliance, which it considers to be prejudicial to the health and safety of occupants. Any right to remove an appliance will only be exercised where the University reasonably considers it appropriate. The owner or keeper of such an appliance will be advised accordingly, and required to either make good the defect, permanently dispose of, or remove the appliance from site immediately.

**Residents should be aware that electricity within the residences works on a 240 volts / 50 cycles and sockets take 13 amp square pin fused plugs.**

## TV Licences

It is a legal requirement for residents residing in the accommodation to purchase a licence if they wish to operate either a television set or radio receiver (this includes a PC or Laptop).

The Licence Detection Agency carries out regular surveys in and around the Student Residences in Southampton. Further information on how to purchase a TV Licence can be found at [www.tvlicensing.co.uk](http://www.tvlicensing.co.uk)

## Conduct & Disciplinary procedures

Residents, individually or collectively, may be subject to disciplinary measures if they are considered to have committed an act of misconduct, or where a breach of the published Terms of Residency is considered to have taken place. The measures may include issuing verbal or written cautions as deemed appropriate.

In addition, the Estates and Facilities Service reserves the right to invoke the University's Disciplinary Procedures or serve a student or group of students with a Notice to Quit, where there is considered to be severe or repeated breach of the published Terms of Residency, where an act of Gross Misconduct is considered to have occurred, or where the resident is in significant debt.

The University reserves the right to issue students with exclusion notices from any of the Residences, or specific areas within the Residence, where there is considered to be severe or repeated breach of the published Terms of Residency, or an act of Misconduct.

The University also reserves the right to terminate the Residence Agreement of any student considered to be in severe or repeated breach of the Terms of Residency, and as such is considered to have committed an act of gross misconduct, or having been charged, cautioned or convicted of a criminal act or such other arrestable offence that would cause the resident to be considered unsuitable to continue to live in residential accommodation.

Following termination of the Residence Agreement, the University would inform the resident that he/she is required to vacate the premises, and provide a reasonable period of time for this to take place, dependent upon the nature of the occurrence.

The following are examples of circumstances that constitute **misconduct or gross misconduct**. The list is intended to be neither prescriptive nor all encompassing.

- Violation of the safety or hygiene regulations of the University
- Offensive practical joking or horseplay on residential premises
- Being under the influence of alcohol, illegal drugs or substances identified as 'Legal Highs'
- Indulging in: Insulting, abusive, obstructive, disruptive, or threatening behaviour by word or deed
- Destruction or damage to University property or involvement by association in the destruction or damage of University property.

- Causing a nuisance to a student, member of staff of the University (including contracted staff) or members of the public while on residential premises.
- Causing noise, disturbance or nuisance affecting the sleep or study of other residents at any time
- The improper use of keys or access control devices including duplication or lending to other persons
- Harassment and bullying
- Misuse of University Intranet, Internet and electronic mail systems
- Possession of obscene material
- Possession, use or storage on residential premises (including vehicles) of prohibited weapons, firearms (real or replica), air rifles, explosives, fireworks or the like and any hazardous or flammable chemicals
- Stealing from the residences or from staff or students in the residences or from others on the premises
- Destruction of, or serious damage to, University property or to a third party's property while on residential premises, or work related to the University
- Violation of the safety policy of the University
- Theft, fraud or deliberate falsification of records of or relating to the University
- Deliberately hacking or introducing a computer virus into the University's computer or computers
- Negligence that causes serious loss, damage or injury to the University, students, staff or members of the public
- Causing damage, disturbance or nuisance which adversely affects local residents.
- The abuse or misuse of any fire detection and/or fire-fighting appliances or fire notices

Attempting to commit any of the breaches defined as gross misconduct may be determined to be misconduct.

Further information about the University's [Student Conduct, complaints and appeals](#)

## Events beyond the reasonable control of the University

The University can neither guarantee the continuity of utilities (electricity or water) supplied to the Residences, as such services are not entirely within our direct control, nor be responsible for any loss or damage suffered by the resident, and which occurs due to an event of force majeure.

## Internet Connection

Access to the internet is via Wi-Fi, provided by StudentCom. Residents will have up to 60Mbps broadband access FREE of charge. Other broadband options are available at additional cost if required.

If you experience any problems with your internet or Wi-Fi access, you should contact StudentCom's helpdesk;

Email: [support@studentcom.co.uk](mailto:support@studentcom.co.uk)

Twitter: [@StudentComHelp](https://twitter.com/StudentComHelp)

Telephone: 0333 123 0112

## Damages

Where the individual responsible for damage to property cannot be identified, the costs of repair/replacement may be invoiced collectively on a pro-rata basis to residents with normal access to that specific area. Students have a joint responsibility for damages to all communal areas. The University is not liable for any damages, losses, or breakage caused by residents/guests.

A pin-board is provided for posters, timetables etc. If a resident damages a wall surface in their room by fixing decorations straight onto the finish of the wall, the resident will be liable for reasonable redecoration charges incurred by the University.

Smoking is not allowed in any part of the University's residences. If evidence is found of smoking inside a study bedroom, a 'Smoking in Room' fee of £90 will be charged to the occupant. This covers the cleaning of curtains and carpets, redecoration and de-fumigation of the room ready for the next occupant. Any carpets, furniture, furnishings and fittings damaged as a result of smoking in the room will be charge separately, at full replacement cost.

Detector heads are situated in every study bedroom and access to the room will be required periodically to test the unit (See Access to Rooms). If a panel fault indicates a problem with a bedroom detector, immediate access will be required to ensure the area is safe and the sensor has not been tampered with.

If, upon inspection it is determined that the detector head has been tampered with, the full costs, including the engineers call out charge and re-instating the detector head, will be passed to the occupant of the room.

If a resident has cause to challenge or appeal any proposed damage charge, they should raise the matter directly with the Residence Manager within 14 days of the date of the letter or notification of the damage. The Residence Manager will review the issue taking into consideration any new evidence or information that may be introduced. If the Residence Manager is not available, the resident should then refer their appeal to the Accommodation office. The student also has the right to access the Student Complaints Procedure, as referred to previously.

Any damages will be invoiced directly to the resident(s) concerned, and the resident will be expected to pay the appropriate amount within 14 days. If an invoice remains unpaid at the end of the residency period, the University reserves the right to take action to recover outstanding debts, including the use of debt collection agencies, and to recover all reasonable costs associated with the recovery of outstanding debts.

At the end of the residency a room evaluation will be performed by the Residence Management team. Any damages will be invoiced and posted to the home/correspondence address on file. Non delivery of the invoice cannot be accepted as a reason for delaying payment or appeal if the student has not provided the Accommodation Office with up to date contact details.

**All damages are subject to VAT at the current rate.**

## Smoking Policy

Smoking (including the use of all forms of electronic cigarettes or vaping apparatus) is not allowed in any part of the University's residences. Smoking is not permitted within 5 metres of any entrance or window of the residence. Designated smoking areas should be used where available.

If evidence is found of smoking inside a study bedroom, a 'Smoking in Room' fee of £90 will be charged to the occupant.

This covers the cleaning of curtains and carpets, redecoration and de-fumigation of the room ready for the next occupant.

Any carpets, furniture, furnishings and fittings damaged as a result of smoking in the room will be charged separately, at full replacement cost.

Guests or visitors of residents breaching the policy will be requested to cease smoking on the premises. A guest or visitor who refuses to stop smoking will be required to leave the premises.

## Health, Safety and Well-Being

In the interests of the 'Health, Safety and Well-Being' of themselves and all other residents, occupants are required to abide by the following terms as part of the Residence Agreement;

Not to bring, or to allow to be brought, onto the property:

- Any unlawful drugs or illegal substances controlled by the [Misuse of Drugs Act 1971](#).
- Any form of 'drug paraphernalia' for use on the premises for supplying or using illegal substances or substances classed as 'legal highs'.
- Any firearms, fireworks, prohibited weapons (real or replica), knives (other than those clearly intended for food preparation) or other such items deemed by the Manager to be a danger to other residents.
- Any flammable materials/liquids.
- Not to use lighted candles or naked flame appliances (or similar) within the Residences.
- Not to use open chip pans. Only thermostatically controlled automatic fryers are permitted.
- Not to allow anyone other than authorised occupants of that specific Residence to remain on the premises overnight.
- Not to keep any pets/livestock within the Residence (except where a specific disability necessitates - in such circumstances staff in the Accommodation Office and Residence Office should be notified at the earliest opportunity).
- Not to play ball games or any other such activity that is likely to cause damage, disturbance or annoyance to other residents or members of the local community within the Residence, its grounds or car park areas.
- Not to allow unauthorised use of keys/swipe cards/fobs/barrier cards. Keys/swipe cards/fobs/barrier cards are not transferable and must not be passed to any other student or individual.
- Not to knowingly allow basins, sinks or shower trays to overflow.
- Not to use electric fires, blowers, kettles, toasters, microwaves or any other type of cooking/heating appliance within the study-bedroom.
- Not to tamper with or alter any cable, switch, pipe, smoke detector, heat detector, or other fittings connected to water or electricity supply within the residential premises.
- Not to tamper with or force open any window or window lock mechanisms beyond the 'tilt position'.
- Not to cause nuisance or annoyance or distress to other residents, or members of the local community through the playing of musical instruments or hi-fi equipment.
- All requests for quiet should be respected. Causing unreasonable levels of noise audible outside the building at any time is not permitted, nor is causing noise that is audible outside the room after MIDNIGHT. The University reserves the right to inform the Environmental Health Department (EHD) should any student be in breach of this clause. Residents should be aware that the EHD is empowered to serve notice on individuals causing noise nuisance and is legally able to confiscate such equipment.
- To give full consideration to other residents and members of the local community, and not to cause unnecessary or undue hardship through harassment, excessive noise, drunkenness or other such anti-social behaviour.

- Not to cause damage to the property in any way. This includes study-bedrooms, and any communal facility within the site, and includes firefighting/detection equipment.
- Not to hang or suspend any articles or objects on the exterior of residential buildings.
- Not to bring onto University property any Public Highway signs, traffic cones, supermarket trolleys or similar.
- To accompany any guest(s) whilst on the premises, and to take full responsibility for the actions/behaviour of guest(s) whilst on the premises.
- To keep landings, hallways, stairs and other communal passageways clear from obstructions at all times.
- To allow access to study-bedrooms for maintenance, or other such emergency purposes by the Manager or any other University Officer or nominee.
- To ensure that study-bedroom accommodation and any shared facility (i.e. kitchen) is kept in a reasonably clean and tidy condition. This applies to furniture, fixtures, fittings and decorations. If a communal area or kitchen is, in the opinion of the Residence Manager, found to be in such a condition as to be considered a health hazard, the University reserves the right (having given 24 hours' notice) to employ cleaning staff to remedy the situation.
- To wash, dry and put away, crockery, cooking utensils and the like after use, and ensure all exposed work surfaces and worktops are left clear to allow access for cleaning staff.
- Not to store items within 300mm either side or 600mm above the cooking hob.
- To sign for appropriate keys/fobs when moving into the Residence and to give up keys/cards/fobs at the end of the residence period. If keys/cards/fobs are not returned to the Residence Office at the time of final vacation or expiry of the residential contract period, they will be deemed to have been lost. The student will then be liable for the reasonable costs incurred by the University to supply and fit replacement locks, keys or similar. In the event that keys/cards/fobs are lost, appropriate locks and keys/cards/fobs will be replaced, and costs recharged to the student concerned.
- To ensure that all personal electrical appliances are in a fit state of use, wired correctly and that the correct fuses are fitted. The use of 2 or 3 way adapters plugged directly into the socket is not permitted. Where the resident needs to use multiple electrical items, the University recommends that a fused and insulated adapter with power surge protection be used.
- To fully comply with all aspects of the University's Charter and for Warsash cadets, the Cadet Code of Conduct.
- To familiarise themselves with fire procedures and with all notices concerning instructions and mustering points.
- To vacate the Residences immediately upon hearing the activation of the fire alarm, closing study-bedroom, kitchen, flat and entrance doors on departure. All residents should be aware that no one will be allowed back into the building until the all-clear signal has been given by the Fire and Rescue Services, Safety Officer, Residence Manager or nominee.

## Misuse of Fire Fighting and Fire Detection Equipment

The misuse of any fire-fighting and fire detection equipment is a **CRIMINAL OFFENCE**. This includes; tampering with fire extinguishers, smoke and heat detectors and exit signs. Anyone found responsible for such behaviour will not only be subject to the University's Disciplinary Procedures, but will also be liable to prosecution from the authorities.

## Substance Use and Misuse on University Premises

- The University makes available health information regarding drugs and other substances. If students have a concern about drugs, they should seek advice from Student Support Service (Students 1<sup>st</sup>) or a GP.
- Students should be aware that even a one-off incident could result in serious harm to health and irreparably damage any future career prospects.
- In accordance with University policy on this subject, this statement is drawn to the attention of all personnel, staff, students and visitors using the University premises.
- The [Misuse of Drugs Act 1971](#) makes it an offence to possess, use or supply to other persons, any controlled drug. Controlled drugs are classified into classes A, B and C.
- The Act also makes it an offence for the occupier of the premises or a person concerned in management of any premises to knowingly permit or suffer any of several activities to take place on those premises. The activities specified in the Act include smoking cannabis or cannabis resin and supplying or attempting to supply a controlled drug to another person.
- Staff, students and visitors are clearly required to comply with the law. Any evidence of controlled drugs on University premises will immediately be referred to the Police, which may result in the prosecution of staff, student or visitors.

### Psychoactive Substances (formerly known as ‘Legal Highs’)

- The use of any substances intended to produce a psychoactive, hallucinogenic or similar effect is prohibited on University premises. Substances classed as a ‘psychoactive substance’ are at the reasonable judgement of the University.

In addition, the University reserves the right to take the appropriate disciplinary action.

Information relating to the University’s [Substance Use and Misuse Policy for Students](#)