

Agreement for University Accommodation

For the academic year 2015-16

IMPORTANT WARNING

This document forms part of a **legally binding contract** for
your University accommodation -
Please read it carefully before proceeding.

Including

Halls of Residence and Discipline Regulations

For other document formats, please contact the Residences Team on accommodation@soton.ac.uk

INDEX - CONTRACT TERMS AND CONDITIONS COMPRISING:

Introduction	3	Complaints and Jurisdiction	16
➤ The Agreement		➤ General	
➤ Post-Graduate and Current Undergraduate Students		➤ Complaints	
➤ Where to find advice		➤ Agreement Construction and Jurisdiction	
➤ Our Aim	4	Rights of Third Parties Severability	17
➤ Accommodation			
➤ Occupation of Accommodation			
➤ Change of Accommodation		Annex	
➤ Discussing this Agreement			
➤ Part-Catered Students		Halls of Residence Regulations	18
➤ Exchange Students		Introduction	
➤ Cars			
➤ Your personal data		Section A	18
Accommodation Agreement Terms and Conditions	6	Definitions	
Definitions		Your Commitment to Halls Community	19
Offer and Acceptance	7	➤ Health and Safety	
➤ Deadline		➤ Security	20
Under 18's	8	➤ Care of Environment	
Enrolled and Registered Students		➤ Trading Activities	21
➤ Course Conditions		➤ Fire	
➤ Full-time to Part-time		➤ BBQ's	22
Post-Graduates and Current Undergraduates		➤ Behaviour	
➤ Who		➤ Privacy	
➤ Outstanding Halls Fees and NTQ		Sub-Letting, Guests and Visitors Leaving the Accommodation	23
➤ Prepayments	9		
➤ Cancellation		Section B	24
➤ Refunds		Discipline Regulations	
➤ Retention of Pre-Payments	9	Definition of Misconduct	
Part-Catered Students		Disciplinary Procedure	26
Your Obligations	10	➤ Introduction	
➤ General		➤ Overriding Objective	
➤ Your Arrival		➤ Investigation	27
➤ Allowing us Access	11	➤ Standard of Proof	
Accommodation Transfer and Twinning	12	➤ Written Reasons	
➤ Accommodation Transfer		Accommodation Transfer Penalties	28
➤ Twinning		Appeals	29
Contents Insurance	13		
Keys			
Our Obligations	13		
➤ General			
➤ Part-catered Students	14		
Change of Accommodation			
Termination			
➤ Circumstances			
➤ Early Release Process	15		
➤ Notice Period			
➤ Courts			
➤ Halls of Residence Regulations			
➤ Pre-Termination Rights			
➤ Exclusion of Liability	16		

INTRODUCTION

This Agreement

This Agreement contains the Contract Terms and Conditions that are applicable to all Accommodation contracts for the academic year stated on the front page, made between students (you) and the University of Southampton (us).

Post-Graduate and current Undergraduate students only

The offer of Accommodation made to **you** is dependent on **you** having no outstanding Halls Fees due under a previous contract for **our** Accommodation. **We** will check Student Fees accounts and if it is found that **you** have a debt to **us**, the offer of Accommodation may be withdrawn. If **you** have already completed the on-line accommodation processing, the Agreement for the Accommodation may be terminated by **us**.

Where to Find Advice

- *Student Services Centre* - Residences Team: E-mail: accommodation@soton.ac.uk Tel +44 (0) 8059 9599

Our Residences Team will be happy to answer any general queries **you** have, but they are not advising **you** on the legal effect of this Agreement for University Accommodation.

- *Web-based Assistance*

Below are links to useful information on the University's website.

- Substance Misuse Policy - This policy also gives guidance on alcohol related behaviour and smoking practice - www.southampton.ac.uk/hr/services/substance_misuse/how_do_i.php
- The Student Discipline Regulations–
<http://www.calendar.soton.ac.uk/sectionIV/discipline.html>
and
<http://www.calendar.soton.ac.uk/sectionIV/discipline-procedures.html>
- The University's Dignity at Work and Study policy –
www.southampton.ac.uk/hr/services/dignity/how_do_i.php
- Car Parking – www.southampton.ac.uk/estates/services/carparking/index.html

- *External Advice*

You are always free to seek independent legal advice from a solicitor, or consult Citizens Advice or a Housing Advice Centre.

Our Aim

We aim to create a comfortable, friendly and beneficial study and living environment for **you** and all **our** other students and this Agreement sets out what is expected of **you**, other Halls' residents/visitors and **us**.

Accommodation

By accepting the type of Accommodation stated in the on-line accommodation system **you** confirm that **you** have read and understood the terms and conditions of the Agreement for University Accommodation; this Agreement for University Accommodation forms the Agreement that exists between **you** and **us**; and **you** will be notified, normally on arrival at the University, of the actual address of the specific Accommodation allocated to **you**.

Occupation of Accommodation

This Agreement gives **you** a right to occupy **our** Accommodation, but does not give **you** exclusive possession of the Accommodation actually allocated to **you** at any time.

You are not allowed to sublet, share (unless 'Twinning' applies) or loan-out **our** Accommodation.

Change of Accommodation

It is possible for operational or disciplinary reasons that **we** may need **you** to move to other Accommodation. Unless it is an emergency, **we** will give **you** not less than 1 Week's written notice.

Discussing this Agreement

As this Agreement is made between **you** and **us**, **we** are only able to discuss concerns directly with **you** and not with a third party, unless **you** authorise this in writing.

Part-Catered Students

Food is **not** provided to part-catered students during the University vacations, on Bank Holidays or on **our** University Closure Days.

Exchange Students

In general, we are not able to guarantee Accommodation to students on an exchange programme. There are some exceptions to this which are agreed by the University of Southampton with our partner institutions. Please contact Residences on accommodation@soton.ac.uk.

Cars – Student Car Restriction Arrangement

We have a general policy of promoting the protection of the environment wherever possible. To this end **we** discourage students from bringing cars to Southampton while studying here, as good transport links exist. In addition, **we** have agreed with Southampton City Council to carry out and promote the objectives of the Student Car Restriction Arrangements. In accordance with this **we** wish to highlight the need for **you** to assist us in preserving the good relationship that exists with **our** neighbours. **You** should also be aware that **we** discourage **you** from bringing a car to the University while you are studying here, save in exceptional circumstances as set out in clause 7.2.4.

Your Personal data

The personal data that **we** hold in **our** online application and allocation system is maintained on a secure server. We will only share **your** Halls contact details (name and block only) with the Southampton University Student's Union and the Electoral Register unless **you** tell **us** that **you** do not wish any information to be passed to them. If **your** accommodation is provided by an external accommodation provider, with whom **we** have a partnership agreement, **we** will need to pass **your** details to them so they can allocate **you** the accommodation.

ACCOMMODATION AGREEMENT TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 **"Accommodation"** means
- 1.1.1 the type of residential student accommodation identified in the Contract Details and
 - 1.1.2 subsequently, the actual accommodation allocated by **us** to **you** either initially or, in substitution as provided for in this Agreement.
- 1.2 **"Agreement"** means the Contract Details and Contract Terms
- 1.3 **"Contract Details"** means the details set out in the 'Offers and Contracts' section of **our** on-line accommodation system.
- 1.4 **"Contract Terms"**: means the entirety of: the Contract Details and all the parts of this Agreement for University Accommodation
- 1.5 **"Halls"** means all, and any part of the halls of residence that **we** own or operate from time to time, including but not limited to any ancillary buildings, grounds, facilities and access routes whether by foot or car or both.
- 1.6 **"Halls Fees"** means the fee set out in the Contract Details that is payable to **us** for **your** occupation of the Accommodation.
- 1.7 **"Halls of Residence Regulations"** means the document accessed via http://www.calendar.soton.ac.uk/arch2010_11/sectionIV/residence-regs.html, a copy of which is annexed to this Agreement, as amended from time to time.
- 1.8 **"Licence Period"** means the occupancy dates set out in the Contract Details.
- 1.9 **"Part-Catered Students"** means those students who have accepted an offer of a term-time only meal package inclusive of two meals per day on weekdays and one meal per day at weekends, the cost being included in Halls Fees.
- 1.10 **"Services"** means electricity, gas, water, television reception, telephone, waste disposal and data network service (including but not limited to WI-FI) supplies to the Halls and Accommodation, as may exist from time to time.
- 1.11 **"Twinning"** means where **you** are sharing Accommodation with another as part of your contracted licence arrangements.
- 1.12 **"Us", "We" and "Our(s)"**: means the University of Southampton, Highfield, Southampton SO17 1BJ.
- 1.13 **"University Closure Day"**: means days as set out in the University Almanac when the University is closed.

- 1.14 **"Week"** means a period of 7 days inclusive.
- 1.15 **"Working Day"**: means a day when the United Kingdom clearing banks are open for business in the City of London and which is not a University Closure Day.
- 1.16 **"You"** and **"Your"**: means **you** the individual student to whom the offer of the type of Accommodation in the Contract Details is made and who will be staying in the Accommodation allocated.
- 1.17 Where two or more persons are named in the application for and granted Accommodation, the Contract Terms are made by such named persons jointly and individually.
- 1.18 Any reference to a clause or schedule shall mean a clause or schedule of this Agreement.
- 1.19 The clause headings do not form part of this Agreement and are not to be taken into account in its construction or interpretation.
- 1.20 This Agreement contains obligations placed on **you** with which **you** have to comply. On very rare occasions **we** may decide in the circumstances (in **our** sole discretion) not to enforce an obligation(s) that has been breached by **you**. These are 'one-off' occasions and are not to be taken as a permanent release by **us** of that or any other obligation on **you**.

2. OFFER & ACCEPTANCE

2.1 **You** acknowledge:

- **you** have read these Contract Terms;
- **we** are offering **you** the type of Accommodation expressed by **you** as one of **your** preferences (or the closest that **we** have available) from **our** stock of student accommodation that remains unallocated;
- **we** only agree to provide to **you** the type of Accommodation when **your** student on-line status shows 'ACCEPTED'. Before this and also subject to clauses 2.2 and 4 below, **we** reserve the right to withdraw an offer of a type of Accommodation; and
- it is **your** responsibility to check **your** on-line accommodation status.

2.2 Deadline

If **you** fail to complete the on-line Accommodation application prior to the advertised deadline, this means that **we** are not required to provide **you** with Accommodation and there is no guarantee that any Accommodation (whether **your** indicated preference or of any other type) will be left that **we** may be able to offer to **you**.

3. **UNDER 18'S**

If **you** will be under the age of 18 years at the time of completing the on-line Accommodation application, please see **our** Under 18's policy:

<http://www.southampton.ac.uk/accommodation/docs/Under%2018s%20Residences%20Policy.pdf>

4. **ENROLLED AND REGISTERED STUDENTS/OTHER STUDENTS**

4.1 Course Conditions

4.1.1 **You** agree that providing **you** with Accommodation is subject to **you** being and remaining an enrolled and registered student of **ours** at all times or being allowed to occupy **our** students' accommodation for study purposes.

4.1.2 If after completion of the Agreement for Accommodation but before the start of the Licence Period **you** fail to enrol and register as **our** student, this Agreement may be terminated.

4.1.3 Unless **we** choose to exercise **our** discretion under clause 4.2 below, if **you** cease to be an enrolled and registered student of **ours** for any reason and at any time during the Licence Period, **we** may give **you** not less than 4-Weeks' notice of termination of this Agreement.

4.2 If **you** are no longer an enrolled and registered student of **ours**, **we** may, subject to completion of a separate agreement, in **our** absolute discretion, allow **you** to stay in the Accommodation.

4.3 Full-time to Part-Time

In the event of **you** changing from a full-time student to a part-time student (with **us** consenting to such a change), **we** may in **our** absolute discretion allow **you** to stay in the Accommodation and **you** remain bound by the terms of this Agreement.

4.4 We cannot guarantee to grant either of the concessions referred to in 4.2 or 4.3.

5. **POST-GRADUATE AND CURRENT UNDERGRADUATE STUDENTS**

5.1 This clause 5 applies if **you** are:

- a new or current post-graduate or a
- current undergraduate student

5.2 Outstanding Halls Fees / Notice to Quit

A) The offer of Accommodation made to **you** is dependent on **you** having no outstanding Halls Fees due to **us** under a previous agreement for **our** accommodation. **We** will check Student Fees accounts and if it is found that **you** have a debt to **us**, the offer of the type of Accommodation may be withdrawn, or if **we** have accepted **your** application and allocated a

type of Accommodation, the Agreement for the Accommodation may be terminated prior to the start of the Licence Period.

B) If, during any previous year as a resident in **our** halls, **you** have been served a Notice to Quit **your** Accommodation because of a breach of discipline you will not be eligible to have accommodation in halls in the future.

5.3 Prepayments:

5.3.1 **You** will need to make a prepayment of Halls Fees, when accepting **your** offer of Accommodation. Payment of this money means that **we** will provide **you** with Accommodation, but the right to occupy does not arise until the start of the Licence Period.

5.3.2 If the prepayment is not received by the due date this Agreement for Accommodation will automatically terminate on that date.

5.4 Cancellation

5.4.1 If **you** are a new post-graduate student and after completing the on-line accommodation process **you** decide that **you** do not wish to take up Accommodation, the prepayment will be refunded in full only where **you** send in a written refund request no later than 4pm (British Summer Time) on 1 September.

5.4.2 If **you** are a current undergraduate or post-graduate student and **you** decide that **you** do not wish to take up Accommodation, the prepayment will be refunded in full only where **you** send in a written refund request **no later than 4pm (British Summer Time) on 1 July**.

5.5 Refunds

Prepayment refund requests, quoting **your** Student ID number, need to be sent:

- by e-mail to accommodation@soton.ac.uk or,
- in writing to Residences, Student Services Centre, University of Southampton, Highfield, SO17 1BJ

5.6 Retention of Pre-payment

If:

- the refund requests referred to in clauses 5.4.1 or 5.4.2 above are not received or received after the stated deadline or
- **you** do not arrive to take up the Accommodation on time per clause 7.2

then the prepayment will be retained by **us** as a reasonable pre-estimate of the administration expenses incurred by **us** in dealing with this development, the work involved in the reallocation of the Accommodation (if possible) or if not, any loss in Halls Fee income.

6. PART-CATERED STUDENTS

- 6.1 If **you** are a Part-Catered Student, for an additional payment (added to **your** Halls Fees) **you** receive a term-time-only meal package inclusive of two meals per day on weekdays and one meal per day at weekends. This facility is accessed via **your** student ID card.
- 6.2 Catering is not available during **our** University vacations, on Bank Holidays or **our** University Closure Days.
- 6.3 Unused daily allowances are non-refundable and **we** are not responsible for any loss in the event that **your** student ID card is lost or stolen.
- 6.4 The part-catering daily allowance cannot be used in the Southampton University Students' Union (SUSU) catering facilities.

7. YOUR OBLIGATIONS

7.1 General

You must:

- 7.1.1 pay the Halls Fees on the instalment dates as set out in the Contract Details;
- 7.1.2 comply with the terms of this Agreement; and
- 7.1.3 comply with the Halls of Residence Regulations (which includes Halls discipline) as amended from time to time. A copy of the current Halls of Residence Regulations is annexed to this Agreement.

NOTE: For operational reasons **we** may need to make changes to the Halls of Residence Regulations and the most up-to-date version will be published in the University Calendar at http://www.calendar.soton.ac.uk/arch2010_11/sectionIV/residence-regs.html. It is this version that will then apply to **your** Agreement.

7.2 Your Arrival

- 7.2.1 **You** must arrive no later than 24 hours after the start date of the Licence Period as set out in the Contract Details, unless **we** have agreed in writing that **you** can arrive later.
- 7.2.2 Halls Fees are payable from the start-date of the Licence Period not from when **you** arrive at the Accommodation.
- 7.2.3 In the event of **you** failing to arrive on time per clause 7.2.1 **we** will automatically cancel this Agreement and make the Accommodation available to another student. (This is due to the competition that exists for **our** University Accommodation).
- 7.2.4 Cars and parking at our Halls: Parking spaces on halls sites cannot be allocated to any student resident in our halls. However, in some of our halls we can offer spaces to our residents

if they have certified medical need, or exceptional circumstance, which requires them to have vehicle to manage their day to day life. Applications for a parking permit for these reasons must be made in writing to parking@soton.ac.uk before taking up residence. Likewise, in some of our halls you can apply for short term permits for your visitors.

In addition, as with all students and staff at the University, you are required to comply with our institution wide parking regulations which can be found at <http://www.calendar.soton.ac.uk/sectionIV/vehicles-bicycles.html>. In these regulations we make clear that there is a general policy of discouraging all students from bringing cars to Southampton while studying here, as good transport links exist. In accordance with our agreement with Southampton City Council, we promote the Student Car restriction arrangements under which you are required to assist us in preserving the good relationship that exists with our neighbours by avoiding bringing your own car to the city during your studies here.

7.3 Allowing Us Access

7.3.1 **You** agree that **we** retain control, possession and management of the Accommodation and **you** are not able to exclude **us** from it.

7.3.2 In order to carry out **our** responsibilities as property owner and operator, for Health and Safety reasons and for the maintenance of civil order, **we** have a right to access **your** Accommodation at all times. This may include the need for **our** staff and the employees or contactors of outside bodies who supply Services to the Halls to have access to **your** Accommodation. All authorised persons will carry/display identification.

7.3.3 **We** will try to give **you** notice, via e-mail, that **we** need to enter the Accommodation, in accordance with the guidelines set out in the current *Universities UK/Guild HE Code of Practice for the Management of Student Housing*, but **we** reserve **our** right to enter the Accommodation on shorter notice or no notice at all in the case of an emergency.

7.3.4. During each academic year **we** will inspect **your** room to ensure **you** are taking adequate care of **your** accommodation. Each inspection process will involve an initial visit and may involve a follow up re-inspection to ensure that any actions notified to **you** from the first inspection have been carried out. Inspections will be notified to **you** at least seven days in advance. If the condition of the room is still found to be unsatisfactory after re-inspection **you** will be charged for the reasonable costs of the cleaning and repairs undertaken by **us**.

8. ACCOMMODATION TRANSFER & TWINNING

8.1 Accommodation Transfer

8.1.1

- A) With **our** prior, written permission **you** may transfer from one room to another in **your** existing Halls or to different Halls provided: **your** reason for doing so is, in **our** sole opinion, a reasonable one; **you** provide evidence in support of **your** request; and **you** complete a Transfer Form (see clause 8.1.4 below).
- B) **We** will use the supporting evidence to assist us in prioritising transfer requests.
- C) In determining the outcome of **your** request **we** will act reasonably.

8.1.2 There is no charge made for the first transfer request. However **we** reserve the right to charge an administrative fee of £50 on completion of a second or subsequent transfer or for the second or subsequent transfer request, whether or not this is granted.

8.1.3 The grant of any transfer request is in **our** sole discretion.

8.1.4 Transfer Forms are available online from

<http://www.southampton.ac.uk/accommodation/Residents/yourcontract/transferring.html>

8.1.5 Any transfer request should be submitted online to the Residences Team.

8.1.6 If **we** grant **your** transfer request, this Agreement applies to the alternative Accommodation.

8.2 Twinning

8.2.1 Due to pressure on **our** accommodation at the start of the academic year, in order to provide **you** with Accommodation (on a temporary basis) **we** may only have twin rooms available (i.e. sharing with one other).

8.2.2 If **you** are shown as 'Twin 1' in **your** on-line Contract Details, this means that **you** continue to occupy the Accommodation after **we** have moved the other occupier to alternative Accommodation and this Agreement continues in force with **you**.

8.2.3 If **you** are shown as 'Twin 2' in **your** on-line Contract Details this means that following **you** completing and sending in a Transfer Form (see clause 8.1.4) **we** will move **you** to other accommodation, in line with the preferences **you** stated when **you** first applied for Accommodation, as and when accommodation becomes available. When **we** give **you** notice of the date of **your** move, this Agreement will come to an end on the date set for **your** move, but **we** will have issued **you** with a new Agreement for the alternative Accommodation.

8.2.4 Upon de-twinning under clauses 8.2.2 and 8.2.3, Halls Fees (that are discounted during the period of the twinning) will rise to the standard rate applicable for the type of Accommodation being occupied.

9. CONTENTS INSURANCE

9.1 **We** provide limited cover for **your** basic personal effects under a Campus Block Halls policy.

9.2 Full details of what is covered and the limits on liabilities can be found on <http://www.southampton.ac.uk/accommodation/halls/fees/>

9.3 Top-up cover is available but **you** need to arrange this and pay the additional premium. If **you** wish to take the top-up cover, please see the guidance in the Summary of Insurance document accessed via the web-link above.

10. KEYS

10.1 **You** must look after **your** Accommodation keys and return the keys when leaving **your** Accommodation for the last time. **We** may charge a reasonable sum for providing a replacement.

10.2 For operational reasons and to take account of **our** other students and occupiers of Halls, **your** obligations under clause 7 remain applicable until **you** vacate or return the Accommodation keys, whichever is the later.

11. OUR OBLIGATIONS

11.1 General

We will:

11.1.1 grant **you** a licence to occupy the Accommodation for the Licence Period or until its earlier termination. (Please note that a landlord and tenant relationship is not created by this Agreement);

11.1.2 use reasonable endeavours to ensure that any repairs, maintenance or cleaning services are carried out promptly. In carrying out such works it will be reasonable for **us** to adopt whatever systems, procedures, standards and specifications **we** may have in place from time to time and in so doing there will be no obligation on **us** to put or keep the Accommodation and/or Halls in any better condition than they were at the Accommodation start date of the Licence Period;

11.1.3 use reasonable endeavours to provide adequate Services.; and

11.1.4 In the event of a failure of a Service(s), take reasonable steps to restore the Services as soon as possible but **we** will not accept any responsibility or liability for any losses which **you** may incur as a result of any interruption in the supply of the Services.

NOTES:

A) **You** are strongly urged to 'back-up' any vital data at regular intervals

B) General student educational and professional development activities associated with **our** ICT resources will take priority over other network activities for Halls of Residence.

11.2 Part-Catered Students

For Part-Catered students, **we** will use reasonable endeavours to provide the catering except where clause 6.2 applies.

12. **CHANGE OF ACCOMMODATION**

12.1 During the Licence Period **we** may need to move **you** to different accommodation for operational or discipline reasons. **We** will give **you** not less than 1 Weeks' notice in writing unless clause 12.2) below applies

12.2 In the event of an emergency (determined by **us** acting reasonably) or in accordance with **our** Halls of Residence Regulations and/or **our** University Discipline Regulations, **we** may require **you** to move immediately from **your** current Accommodation to alternative accommodation.

12.3 In the event of clause 12.1 or 12.2 applying, this Agreement will continue to apply to the alternative Accommodation.

13. **TERMINATION**

13.1 Circumstances

13.1.1 This Agreement will automatically terminate at the end of the Licence Period or as provided for elsewhere in this Agreement.

13.1.2 If clause 8.2.3 applies. (Twinning)

13.1.3 This Agreement can be also brought to an end in the following circumstances:

A) By **you** giving not less than 4 Weeks' written notice to expire on a Working Day if **we** commit a serious breach of one or more of the terms of this Agreement;

or

B) By **us** (following notice to **you**) if:

- Halls Fees are not paid by **you** (either the amount due or on time).
- **You** breach one or more terms of this Agreement.

- **You** cease to be registered and enrolled as a student of **our** University (unless **we** use **our** discretion under clause 4.2).
- **You** commit a serious breach of the Halls of Residence Regulations and termination of this Agreement is considered appropriate.
- **Your** registration status changes to 'External' so that **you** will no-longer be eligible for Halls accommodation

13.2 Early Release Process

13.2.1 Entirely at **our** sole discretion this Agreement may also be terminated earlier if both **you** and **we** agree to this in writing. Ordinarily, release is granted if another student of the University (identified by **you** and who is satisfactory to **us**) is identified to take over the vacated accommodation at which point they would become bound by these **contract terms**;

13.2.2 **You** will still remain liable for the Halls Fees up to and including the agreed termination date. In the event of **you** remaining beyond this date then clauses 7.1.1 – 7.1.3, 7.3, 10, 15 and 17 apply;

13.2.3 Early release will be granted if **you** formally terminate **your** academic studies at the **University**.

13.3 Notice Period

In the event of one or more of the grounds referred to in clause 13.1.3 B) above occurring, **we** will give not less than 4 Weeks's written notice of termination of this Agreement.

13.4 Courts

If **you** do not leave the Accommodation following clause 13.1.1 to 13.1.3 inclusive or 13.2 **we** may commence proceedings to obtain a court order requiring **you** to leave. This may also result in a claim for one or more of the following; loss of Halls Fees; **our** internal administrative costs; legal costs and interest.

13.5 Halls of Residence Regulations

Even though the Agreement for **your** Accommodation may have ended, **your** obligation to comply with Halls of Residence Regulations continues as long as **you** remain in residence.

13.6 Pre-Termination Rights

Termination of this Agreement does not affect any claim(s) either party has against the other for anything that happened while this Agreement was in force.

14. **EXCLUSION OF LIABILITY**

Except where otherwise provided by statute **we** will not have any liability to **you, your** guests/visitors for any accident happening or injury suffered in or around the Halls.

15. COMPLAINTS & JURISDICTION

NOTE: **We** aim to create a comfortable, friendly and beneficial study and living environment for **you**. Occasionally things go wrong and **we** set out below how these issues are dealt with. Please note that wherever **we** can **we** try to resolve issues internally and there are various ways this can be done. Going to court is seen by **us** as a last resort.

15.1 General

Please let **us** know if **you** are unhappy with any aspect of **your** Accommodation, Halls' facilities or experiences in Halls.

15.2 Complaints

15.2.1 If **you** wish to raise a complaint about the Accommodation **you** need to follow the University's Regulations Governing Student Complaints. If after following the full procedure set out in those complaints regulations the matter has not been resolved to **your** satisfaction **you** may make a complaint to the Office of the Independent Adjudicator.

15.2.2 If **you** wish to make a complaint, please refer to the Regulations Governing Student Complaints which can be found in the University Calendar, at <http://www.calendar.soton.ac.uk/sectionIV/student-complaints.html>

NOTE: **You** may also wish to refer to the UUK Code of Practice for the Management of Student Accommodation. See www.universitiesuk.ac.uk/aboutus/AssociatedOrganisations/Partnerships/ACOP/Pages/Students.aspx

15.3 Agreement Construction and Jurisdiction

15.3.1 The construction, validity and performance of this Agreement, and all non-contractual obligations arising from or connected with it, shall be governed by the laws of England

15.3.2 The parties irrevocably agree that the Courts of England shall have exclusive jurisdiction over any claim arising under or in connection with this Agreement.

16. RIGHTS OF THIRD PARTIES

It is not intended that any term of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement.

17. SEVERABILITY

If any provision of this Agreement is held by a Court to be:

- illegal or,
- invalid or unenforceable in whole or in part, in any respect,

then such provision (or in the case of part, that part of a provision) shall be given no effect but such a holding will not invalidate the other provisions of this Agreement or the remainder of a provision found invalid or unenforceable in part.

ANNEX

Halls of Residence Regulations

Introduction

We aim to create a comfortable, friendly and beneficial study and living environment in Halls and these Halls of Residence Regulations are aimed at achieving this.

Please note that if **you** fail to comply with these Regulations this may lead to termination of **your** Accommodation contract and/or disciplinary proceedings.

These Halls of Residence Regulations form part of the legally binding Agreement for University Accommodation.

The provision of Accommodation is dependent on **you** continuing to be one of **our** enrolled and registered full-time (or, exceptionally, part-time) students or are allowed to occupy **our** student accommodation for study purposes.

The examples given in the sections below are not intended to be exhaustive illustrations.

Your contact for the Residences Team is accommodation@soton.ac.uk.

These Halls of Residence Regulations cover:

- **You**, other students who live in **your** Halls or anyone who is visiting **your** Halls

Section A

1. Definitions

In these Halls of Residence Regulations the following terms have the meanings shown:

1.1 "Accommodation" means

- A) the type of residential student accommodation identified in the Contract Details and
- B) subsequently, the actual accommodation allocated by **us** either initially or, in substitution as provided for in the Contract for University (**our**) Accommodation.

1.2 "Halls" means all, any and any part of the Halls of Residence that **we** own from time to time, including but not limited to any ancillary buildings, grounds, facilities and access routes whether by foot or car or both.

1.3 "Planon" means the student on-line system for reporting repairs and maintenance issues.

1.4 "Residences Team" means that part of Student Services responsible for the student (accommodation) experience.

1.5 “**Services**” means electricity, gas, water, television reception, telephone, waste disposal and data network service (including but not limited to WI-FI) supplies to the Halls and Accommodation, as may exist from time to time.

1.6 ‘**You**’ means the individual student to who is staying in the Accommodation allocated.

2. **Your commitment to the Halls community**

2.1. *Health and Safety.*

***You** have a general responsibility to consider Health and Safety in **your** day-to-day activities, not only in **your** own interests but also others around **you**. This includes but is not limited to:*

- A. not creating hazards for **yourself** or others;
- B. maintaining a safe environment for those who may need to enter the Accommodation, shared kitchens and/or bathrooms and other spaces and the Halls’ access routes;
- C. taking all reasonable steps to ensure that **your** own Health and Safety and that of anyone else, who may be affected by **your** actions, is not adversely affected in any way;
- D. keeping passageways, stairways, exits and fire exits clear from any material obstruction;
- E. ensuring the exit from **your** Accommodation is kept clear of obstruction;
- F. ensuring that unnecessary combustible materials (household chemicals, packaging and other particularly flammable materials) are not stored in **your** Accommodation;
- G. not bringing or keeping any fireworks, fuel, firearms (real or replica and including airsoft and paint-balling devices) of any type or description and their ammunition in **your** Accommodation. This applies even if **you** are a member of a Student Union society organising activities involving any of the items stated;
- H. not bringing any bicycles(s) into any part of the Halls buildings but storing them in one of **our** designated bike sheds when not in use;
- I. not playing ball or other projectile games anywhere in the Halls, except in designated areas;
- J. notifying the Residences Team of any damage, fault or disrepair within, or to, the Halls as soon as **you** notice it and that wherever possible this notification, if not an emergency, is made using the online system PLANON.

2.2. Security

You must be considerate of *your* own personal security as well as the impact of *your* behaviour on the security of others. This includes ensuring that:

- A. **you** do not disclose any security access codes or pass over keys to access any part of **your** Accommodation to any other person apart from a member of **our** staff who has the appropriate identification;
- B. the doors and windows of **your** Accommodation are properly secured when **you** leave it unattended;
- C. any windows that **you** have opened in shared areas are closed afterwards by **you**;
- D. access doors are closed behind **you** when **you** enter and leave the Hall's building;
- E. **you** exercise reasonable control over **your** guests and visitors whilst the guest/visitor(s) is/are present anywhere in the Halls and/or the University's campuses provided they are in **your** presence. **You** must not leave **your** guests unattended in **your** Accommodation;
- F. **you** do not allow any unknown or unidentified persons access to any of the Halls' buildings;
- G. **you** notify **your** Halls reception by phone (or the University 24 emergency number 02380 592811) if **you** have concerns about an unknown or unidentified person(s). **You** should not approach them **yourself**.

NOTE: All bona fide staff and contractors will carry valid ID that is visible on their person.

2.3. Care of the Environment

You must take care of *your* Halls environment including ensuring that:

- A. **your** Accommodation and any shared kitchen, bathroom and social spaces are to be kept in a clean and tidy condition at all times and a failure to comply will result in **you** being charged the reasonable cost of professional cleaning/ tidying;
- B. no rubbish, refuse or any other materials are placed or left to create obstruction in **your** sinks, baths, showers, lavatories, cisterns and any other Halls pipe-work;
- C. all **your** rubbish is disposed of correctly using the general waste and recycling facilities provided and as directed;
- D. all **your** food products have not passed their 'use-by' date and are stored hygienically;
- E. **your** crockery, cutlery and cooking utensils are cleaned, maintained and stored safely and hygienically; and

- F. any spillages caused by **you** or found within **your** Accommodation and associated shared facilities are cleaned up quickly;

2.4 *Trading Activities*

(a) **You** are not allowed to conduct any form of business, trade, profession or employment or any other commercial activity including casual agreements resulting in any non-student use of the Accommodation or Halls.

(b) **You** are not allowed (either paid or as a volunteer) to participate in the promotion of unauthorised business services or service providers that involves the distribution of posters, flyers or other forms of advertising in or around our Halls. Any authorised activity means approved by **us** and/ or the Southampton University Students' Union.

2.5. *Fire*

You must play an active and responsible role in minimising the risk of fire within the Halls of Residence and to respond to emergency procedures quickly and efficiently. In particular,

- A. **you** must familiarise **yourself** with the Halls of Residence Fire Procedures and with any other publicised emergency procedures including Personal Emergency Evacuation Plans (PEEPs) (if appropriate). If **you** require a PEEP **you** will be contacted separately. If **you** are unclear as to whether **you** might require a PEEP should contact the Residences Service prior to **your** arrival;
- B. if the University deems at any point that **you** require a PEEP whilst in University Accommodation, the process will be discussed with **you** in detail. Failure to engage with the PEEP process or a failure to agree to the proposals made without good reason will entitle **us** to issue a Notice to Quit and terminate the Contract for **your** Accommodation;
- C. **you** must leave the Halls for the fire assembly point immediately the fire alarm sounds and MUST NOT return until instructed to do so by a member of **our** staff or the Fire Service;
- D. all **your** personal possessions, used in the Accommodation, must meet the minimum standards set by the UK fire, electrical and safety regulations
- E. the use candles or incense in **your** room or any part of the Halls is **not** allowed;
- F. **you** must **not** have any personal fridges, freezers, heaters, microwaves or other domestic appliances in **your** Accommodation or the shared spaces;
- G. rice cookers, kettles and toasters which are CE marked; fitted with a correctly fused and earthed UK 3-square-pin plug from new and in good and safe working order may be used in kitchens;
- H. **you** cannot bring into the Accommodation items of soft furnishings such as chairs, sofas and curtains as these constitute an additional fire risk. (If **you** wish to bring in any item(s), then a written request with reasons for, and details of the items must be made to:

accommodation@southampton.ac.uk

NOTE: The granting of permission is at **our** discretion.

2.6 BBQ's

You may only have a BBQ in the designated spaces using the facilities that are available in these locations. **These must be booked in advance by you at your local Halls reception, and you must comply with the health and safety guidance relating to their use.**

2.7. Behaviour

You must behave with due consideration for others during your time in the Halls of Residence. Inappropriate behaviours are listed in Section B – Discipline are liable to disciplinary action.

2.8 Privacy

You must respect the right to privacy of other students, members of our staff, visitors and any other people present on our premises.

3. Sub-Letting, Guests and Visitors

3.1 Only **you** may live in the Accommodation (unless Twinned).

3.2 **You** may not sublet, share or loan-out the Accommodation to anyone else.

3.3 A) **You** are allowed the occasional guest who must be aged 18 years or older.

B) If **you** wish a guest to stay for more than 7 consecutive nights, **you** must get in advance of the guest staying beyond that time, the written consent of the Residences Deputy Manager (ressup@soton.ac.uk). **You** must give the name, date of birth, age and reason for this person staying, when asking for this permission.

3.4 **You** must make any guest or visitor aware of the fire regulations and location of the fire assembly point for **your** Halls.

3.5 **We** reserve the right at all times to ask **your** guest (including a relative) or visitor(s) to leave the Halls immediately.

3.6 Please tell **your** guests/visitors that they are expected to:

- be considerate of the needs of other occupiers of the Halls; and
- to abide by Halls of Residence Regulations and will be asked to leave the Halls if they do not do so.

4. Leaving the Accommodation

4.1 You must:

A) leave the Accommodation by 10am on the final day of the Licence Period or the date of earlier termination; and

B) leave the Accommodation in a reasonable state, which as a minimum includes but is not limited to it being clean, free from **your** and anyone else's possessions and rubbish.

4.2 We will carry out **our** own survey of **your** room (including the shared kitchen and other shared spaces, if applicable) and the following actions will be taken:

- Any items left will be treated as abandoned and may be disposed of appropriately;
- Any important personal documents found will be passed to the Residences Team who will contact **you** at **your** last known address;
- There is a £10 administration fee as well as any postage payable, before **we** will send any important documents to **you**;
- **Important personal documents will only be kept for 6 weeks from the date we write to you, after that they will be destroyed.**

Section B

Discipline

Introduction

This Section covers how **we** deal with allegations of misconduct and the penalties for any breaches of these Regulations.

We set out below: some examples of misconduct to guide **you**; the procedure for dealing with disciplinary matters; **our** ability to move **you** to alternative accommodation if the circumstances require; the penalties that can be imposed; and appeals.

1. DEFINITION OF MISCONDUCT

Misconduct includes but is not limited to:

- 1.1 Failure to produce **your** current student ID card at the reasonable request of a member of **our** staff.
- 1.2 Producing/providing false information relating to **your** student ID.
- 1.3 Failure to comply with a reasonable instruction given by a member of **our** staff.
- 1.4 Failing to leave the Halls or its grounds, including specific external areas, when reasonably asked to do so.
- 1.5 The possession, use, sale or other trafficking of illegal drugs or controlled substances. If **you** are suspected of involvement with drug/controlled substances such activity will be reported to the Police.
- 1.6 Smoking within any Halls (including e-cigarettes).
- 1.7 Smoking outside Halls buildings in a way that is not considerate of the wellbeing of other Halls occupiers. For example, if smoking outside a building **you** should be at least 5 metres away from any residential door or window.
- 1.8 Failing to evacuate the Halls immediately when the fire alarm is sounding or returning to a Halls before being allowed to do so by a member of **our** staff or the Fire Service.
- 1.9 Activating fire alarms in the absence of any fire or other reasonable cause or tampering with any fire equipment such as fire extinguishers, fire blankets, fire detectors, smoke detectors or wedging fire doors open. **Such actions are also a criminal offence.**
- 1.10 Leaving cooking unattended leading to the activation of smoke or fire detectors.
- 1.11 Using candles or incense sticks/ burners in your bedroom or communal spaces.

- 1.12 Failing to comply with the Health and Safety instructions in passenger lifts, particularly relating to occupancy or emergency procedures.
- 1.13 A) Causing damage to:
- **your** room(s);
 - shared: kitchens, bathrooms, social spaces or
 - any other part of the Halls.
- B) Please Note: Causing damage will mean **you** will be liable to pay the full costs of repairing any damage caused or contributed to by **you** or **your** guests and visitors together with **our** reasonable administration costs for dealing with the matter, but a reasonable allowance for 'wear and tear' will be made when assessing repair costs.
- 1.14 Interfering in any way with existing Services and/or **our** fixtures or fittings.
- 1.15 A) Unauthorised use of or damage to property belonging to **us**, **our** staff, other students and their guests or visitors.
- B) Unauthorised use of the Halls or its grounds.
- 1.16 Causing noise nuisance and/or exhibiting other anti-social behaviour (for example (but not limited to) causing harassment, alarm or distress) that affects the quality of life of other students, occupiers or **our** staff. For example (but not limited to) their study, general activities, relaxation or sleep or work. This includes behaviour arising from the misuse of any substance (for example (but not limited to) alcohol, legal highs or controlled substances).
- 1.17 Causing noise nuisance and/or exhibiting other anti-social behaviour (for example (but not limited to) causing harassment, alarm or distress) that affects the quality of life of the local community. This includes behaviour arising from the misuse of any substance (for example (but not limited to) alcohol, legal highs or controlled substances).
- 1.18 Lewd or sexually inappropriate behaviour anywhere within Halls or the grounds.
- 1.19 Misuse of the student telephone or student data network services, including but not limited to the creation of cable links between computers located within the Halls.

NOTES:

A) **You** are referred specifically to the University of Southampton iSolutions Rules and Guidelines which are available at: www.southampton.ac.uk/isolutions/regs.

B) If **you** make excessive demands upon **our** IT network, **we** reserve the right to cap **your** use to preserve an efficient service for other users.

- 1.20 Keeping pets or animals or livestock anywhere in the Halls or its grounds.

- 1.21 Publically displaying, or distributing, any promotional or marketing material for any third party.
- 1.22 Recording and/or distributing in any way, any material (audio, visual or both) for the purposes of harassing, stalking or bullying another person.

2. DISCIPLINARY PROCEDURE

2.1 Introduction

- A) As a member of **our** community **you** are expected to follow the law and **our** rules (Halls of Residence Regulations, University Statutes Ordinances and Regulations), which aim to create a comfortable, friendly and beneficial study, living and working environment for **you**, other students and **our** staff.
- B) Set out below is the procedure for dealing with alleged breaches and if a breach is proved, how they will be dealt with.

2.2 Overriding Objective

- A. The overriding objective of the Halls of Residence Discipline Regulations is to:
- Deal with allegations fairly and in ways that are proportionate to the alleged breach
 - Carry out a reasonable investigation into the facts
 - Allow **you** to know the allegation(s) against **you** and see the supporting evidence, along with a reasonable chance for **you** to set out **your** case
 - Take account of the interests of anyone affected by what has happened (victims and/or witnesses)
 - Deal with matters efficiently and speedily
- B. If **you** are found responsible for misconduct **we** will fix a penalty that takes account of :
- The seriousness of the breach(es)
 - The effect the breach(es) has/have had on others
 - Any early admission of responsibility
 - Any voluntary offer to make up for the harm/loss caused
 - **Your** prior behaviour

2.3 Investigation

A) An initial decision will be made by a member of **our** Residences Team as to whether the breach is to be dealt with:

- Internally under these Halls of Residence Discipline Regulations; or
- Internally under the University's General Regulations covering discipline; or
- Referred to external authorities only; or
- Both internally (under either under these Discipline Regulations or the University General Regulations) and referred to external authorities.

B) If it is decided that the alleged breach will be dealt with under these Discipline Regulations, a member of **our** Residences Team will be appointed the Decision-Maker (**'Decision-Maker'**) and will carry out an investigation into the case.

C) If there is to be both an internal and external investigation, these may be conducted simultaneously or the internal investigation may be deferred until the outcome of the external investigation is known.

D) **You** will be informed of:

- I) the allegation(s) against **you**;
- II) provided with the supporting evidence unless, in rare circumstances, it is appropriate to preserve the confidentiality of the identity of the witness(es) if there is a reasonably perceived need to protect the witness(es) from the risk of intimidation or retribution ; and
- III) have an opportunity to state **your** version of events in person or in writing.

E) In the event of clause 2.3 D) II) applying, **we** will endeavour to release such material as **we** are able which may be in a redacted or edited form.

F) Audio and/or visual recording of meetings is not normally permitted. If, due to exceptional circumstances it is agreed in advance that **you** are permitted to record a meeting, the recording is confidential and must not be:

- copied or shared with any third party unless the copying and sharing with a third party is because this third party is assisting **you** with the discipline case, or
- published, or
- disseminated in any way.

A true and complete copy of the recording of the meeting must be provided to **our** staff member(s) as soon as possible after the recording was made.

2.4 Standard of Proof

- A) Allegations of breaches of these Halls of Residence Discipline Regulations need not be proved 'beyond a reasonable doubt'. The standard of proof applied is the 'balance of probabilities' which means that, when assessing the evidence objectively, the Decision-Makers view is that it is more likely than not that the allegation of misconduct is proved;
- B) The Decision-Maker's decision is final as to the facts;
- C) if applicable account will be taken of clause 2.3 E); and
- D) where a person against whom allegations have been made is not aware of the identity of all those who have given evidence, due weight to this factor will be given and **your** responses in those circumstances.

2.5 Written Reasons

We will give written reasons for all formal decisions made at any stage of this discipline process.

3. ACCOMMODATION TRANSFER

- A) **We** reserve the right, depending on the circumstances of each case, to move **you**, on a temporary basis, to new accommodation pending the outcome of any investigation.
- B) This change in accommodation will be done where in **our** opinion it is in the best interests of either **you** or another/other student(s) or **our** wider community.

4. PENALTIES

4.1 Penalties mean and include the following:

- Verbal warning;
- Written warning which may be copied to **your** Faculty;
- Financial penalty ('Fine'). This is in addition to any amount charged per clause 1.5 of Section B;
- At the Decision-Maker's discretion and as an alternative to a Fine, offer the option of University community service of up to 5 hours' work;
- Termination of the Agreement for University Accommodation in accordance with clause 13.1.3 B) of that Agreement;

4.2 When fixing a Penalty **our** Decision-Maker will use their discretion taking account of the factors in clause 2.2

4.3 The Decision-Maker may apply Penalties in combinations if thought appropriate.

5. APPEALS

- 5.1 **You** may appeal against a finding that **you** are responsible for any Misconduct and/or the penalty.
- 5.2 The grounds for a first appeal ("**First Appeal**") are the following:
- there is significant or additional evidence (such evidence to be sent in with **your** written notice of appeal), explaining a particular behaviour or outcome that was not previously available, or
 - the Penalty was disproportionate to the Misconduct.
- 5.3 Simple dissatisfaction with the outcome does not constitute grounds for any appeal.
- 5.4 Any appeal should be made in writing and addressed to the Residences Manager of Student Services, University of Southampton, SO17 1BJ, or by email to hallappeals@soton.ac.uk .
- 5.5 Any appeal must be received within 10 Working Days of the date of the communication to **you**, telling **you** of the outcome of any disciplinary action.
- 5.6 Following a First Appeal under clause 5.2 the Residences Manager will appoint a different member of the Residences Team from the original Decision-Maker, to act as an Appeals Officer ("**Appeals Officer**") who will reconsider the matter. Such reconsideration will be on the basis of the documents already on file and the material submitted as part of **your** appeal.
- 5.7 The possible outcomes of an appeal may be:
- 5.7.1 That the original decision is confirmed or overturned; or
 - 5.7.2 That a lesser penalty be imposed; or
 - 5.7.3 That the penalty be removed
- 5.8 If **you** are not satisfied with the Appeal Officer's decision, but do not meet the grounds for appeal at 5.9, then **you** may request a Completion of Procedures (COP) letter (also see 5.12) by contacting the Head of Academic Appeals and Student Complaints appealsandcomplaints@soton.ac.uk.
- 5.9 **You** may exceptionally appeal the decision of the Appeals Officer ("**Second Appeal**") but only on the grounds that there was a material procedural irregularity which, if it had not occurred might have impacted significantly on the decisions made and clauses 5.4 and 5.5 apply.
- 5.10 On a Second Appeal the Residences Manager will review the allegation(s), the evidence, the decision(s) already made and **your** written reason(s) for this Second Appeal, on the basis of the documents on file.
- 5.11 The outcomes may be:
- 5.11.1 That the original decision is confirmed; or,

- 5.11.2 That the original decision is set-aside and the matter re-considered by another member of the Residences Team appointed as a fresh Decision-Maker (who cannot be either of the previous Decision-Makers); or,
- 5.11.3 That a lesser penalty be imposed; or.
- 5.11.4 That the penalty be removed.
- 5.12 This is the end of the appeals procedure. If the appeal is not upheld, **you** will be issued with a Completion of Procedures (COP) letter by the Vice Chancellor's Office. A Completion of Procedures letter signifies that the University's internal procedure has been completed and should be sent to **you** normally within 30 working days of the University's final decision.
- 5.13 Information about the OIA's procedures may be found at <http://www.oiahe.org.uk> or in the OIA leaflet 'An introduction to the Student Complaints Scheme' which is available from the SUSU Advice Centre. Students wishing to make a case to the OIA must normally do so within 3 months of the date of the COP. A complaint must be made in writing using the Scheme Application Form.
- 5.14 Contact details for the Office of the Independent Adjudicator are:

Office of the Independent Adjudicator

3rd Floor

Kings Reach

38-50 Kings Road

READING

Berks RG1 3AA

Tel: 01189 599813

Email: enquiries@oiahe.org.uk

Document prepared in Residences (JDH) after consultation with University of Southampton Legal Services. Approved by the Directorate of Student Services in June 2014.

Reviewed January 2015 (JDH with advice from Legal Services) and approved by the Directorate of Student Services, Feb 2015