



# Agreement for University Accommodation

For the academic year 2022-2023

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

*Students and Staff must comply with the University Charter, Statutes, Ordinances and Regulations, including the Halls of Residence Regulations whilst living in University of Southampton accommodation. You should familiarise yourself with these and the Halls of Residence Regulations are appended to this agreement for your information.*

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## 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).

### Where to Find Advice

Our Student Hub 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.

Email: [accommodation@soton.ac.uk](mailto:accommodation@soton.ac.uk) Tel: +44(0) 2380 599 599

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](http://www.southampton.ac.uk/hr/services/substance_misuse/how_do_i.php)
- Regulations Governing Student Non-academic Misconduct - <http://www.calendar.soton.ac.uk/sectionIV/discipline.html>
- The University's Equality, Diversity and Inclusion policies - <https://www.southampton.ac.uk/diversity/our-commitment/policies/index.page>
- Car Parking - <https://www.southampton.ac.uk/transport/parking/car-parking.page>

You are always free to seek independent legal advice from a solicitor, or consult Citizens Advice, a Housing Advice Centre or the Southampton University Students' Union for advice.

### 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.

### 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.

### Halls of Residence regulations

The current version is included at the end of this document for information only.

### Your Personal data

We comply with the Data Protection Act 2018 and the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 and DPPEC (Data Protection, Privacy and Electronic Communications (Amendment Etc.) (EU Exit)) Regulations 2019 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time)(UK GDPR) as amended from time to time. We process data relating to you for the purpose of administering this Agreement, which may include sending communications to you; managing the day to day running of the halls or residence; to provide support services; to fulfil any other legal obligations Full details of our privacy notice explaining what data we hold, and how we use it and your rights may be seen at <https://www.southampton.ac.uk/student-life/accommodation/privacy>. Please be aware that a failure by you to provide us with your personal data when requested for this purpose may result in the termination of this agreement. If we intend to process your personal data for a purpose other than included in our privacy notice we will provide you with any further information as required. The Data Controller (as defined in the data protection laws) of your personal data is the University of Southampton. The University of Southampton's data protection officer who is responsible for the application of our privacy policies and data protection compliance can be contacted by writing to The Data Protection Officer, Legal Services, University of Southampton, Highfield, Southampton, SO17 1BJ or by emailing [data.protection@soton.ac.uk](mailto:data.protection@soton.ac.uk)

# ACCOMMODATION AGREEMENT TERMS AND CONDITIONS

## 01. DEFINITIONS

- 1.1 “Accommodation” means
- the type of residential student accommodation identified in the Contract Details and
  - 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 ‘Contracts’ section of our online 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 <https://www.southampton.ac.uk/studentservices/student-living/accomm/halls-contract.page>, 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, 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 “Keys” means keys or door fobs issued to students to gain access to their rooms or other parts of the halls estate.
- 1.12 “Us”, “We” and “Our(s)”: means the University of Southampton, Highfield, Southampton SO17 1BJ.
- 1.13 “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 occupying the allocated accommodation.
- 1.14 “University Closure Day”: means days as set out in <https://www.southampton.ac.uk/about/term-dates.page> when the University is closed.
- 1.15 “Week” means a period of 7 days inclusive.
- 1.16 “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.

- 1.17 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.

## 02. 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 online accommodation offer status shows 'ACCEPTED'. Before this and also subject to clause 4 below, we reserve the right to withdraw an offer of a type of Accommodation; and
  - it is your responsibility to check your online accommodation status.

## 03. UNDER 18S AND COUPLES/FAMILY ACCOMMODATION

### 3.1 Under 18s

If you will be under the age of 18 years at the time of accepting an Accommodation offer, please see our Under 18s policy:

<https://www.southampton.ac.uk/~assets/doc/GRA%20and%20Admissions/UoS-Under18AdmissionsPolicy.pdf>

### 3.2 Couples/Family accommodation

If you are in our couples/family accommodation, you must provide us with:

- the name(s), date(s) of birth and relationship to you of those sharing your accommodation; and
- receive our written permission for them to be resident in the Accommodation.

## 04. 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 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

## 05. POSTGRADUATE AND CURRENT UNDERGRADUATE STUDENTS

5.1 This clause 5 applies if you are:

- a new or current postgraduate or a
- current undergraduate student.

5.2 Outstanding Halls Fees / Notice to Quit

- 5.2.1 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.
- 5.2.2 Failure to pay an accommodation fee instalment may result in your debt being referred to an external debt collection company by our credit control team and a Notice to Quit to leave halls being issued to you if payment is not made. This may also result in a claim for one or more of the following: loss of halls fees, our internal administration cost, legal costs and interest. Support and advice are available from Student Services for those with financial difficulties and/or debt. We strongly advise those in such circumstances to engage with these services.
- 5.2.3 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 either the Halls Misconduct Regulations in Section B below or the University Regulations Governing Non-academic Misconduct you will not be eligible to have accommodation in halls in the future.
- 5.2.4 We may withdraw an offer of accommodation or terminate the Agreement prior to the start of your Licence Period should we reasonably believe that your behaviour and/or actions when previously resident in our Halls, may not be conducive to the Halls environment taking account of our responsibilities to our wider community. Examples (but not limited to these) would be a student who has been issued a Notice to Quit Halls because of:
- a breach of the Non- academic Misconduct Regulations; or
  - repeated minor breaches of Halls Misconduct Regulations in Section B below.

5.3 Prepayments

- 5.3.1 If you are a postgraduate or a current undergraduate at the University 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 accommodation acceptance 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 midnight (British Summer Time) on 1 September the year your contract commences.

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 midnight (British Summer Time) on 1 July the year your contract commences.

#### 5.5 Refunds

Prepayment refund requests, quoting your Student ID number must be sent by e-mail to [accommodation@soton.ac.uk](mailto:accommodation@soton.ac.uk)

#### 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.

## 06. PART-CATERED STUDENTS

6.1 If you are a Part-Catered Student, for an additional payment (included in your Halls Fees) you receive a term-time-only daily allowance of catering credit providing two meals per day on weekdays and one meal per day at weekends. This facility is accessed via your student ID card or any replacement system.

6.2 Catering is not available during our University vacations, on Bank Holidays or our University Closure Days, or other occasional dates as notified.

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 catering facilities.

## 07. YOUR OBLIGATIONS

### 7.1 General

You must:

- pay the Halls Fees on the instalment dates as set out in the Contract Details;
- comply with the terms of this Agreement; and

- comply with the Halls of Residence Regulations (which includes Halls Misconduct Regulations) as amended from time to time. A copy of the current Halls of Residence Regulations is annexed to this Agreement in Section B.

## 7.2 Your Arrival

- 7.2.1 You must arrive no later than 7 calendar days 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 may cancel this Agreement and make the Accommodation available to another student. Further, to cover the additional costs and inconvenience caused, we will not refund any prepayment of Halls Fees you have made.
- 7.2.4 Arrival before the start date of the Licence Period is not normally possible, unless an early arrival is necessary for reasons relating to your academic course and if so, you must inform us in writing of the proposed date of your arrival at least 7 days before you intend to arrive. Whether we grant you access to your accommodation is at our entire discretion, but if we do, then you will be charged for the additional number of nights' accommodation and your arrival date will become the start date of the Licence Period.

## 7.3 Cars and parking at our Halls:

- 7.3.1 Parking spaces on halls sites cannot be allocated to any student resident in our halls except in exceptional circumstances. The exceptional circumstances will be if the student resident has a certified medical need that requires a 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](mailto:parking@soton.ac.uk) before taking up residence. In some of our halls you can apply for short term permits for your visitors. There is no parking available at either Mayflower or City Gateway Halls.
- 7.3.2 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 <https://www.southampton.ac.uk/transport/parking/car-parking.page>. Information on student parking permits can be found at <https://www.southampton.ac.uk/transport/parking/halls-of-residence-parking-permits.page> where 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.

## 7.4 Allowing Us Access

- 7.4.1 You agree that we retain control, possession and management of the Accommodation and you are not able to exclude us from it.
- 7.4.2 In order to carry out our responsibilities as property owner and operator, for Health and Safety and building security and management requirements (including Fire Drills) and for the maintenance of civil order, we will access your Accommodation. This will require our staff and the employees or contractors of outside bodies who supply Services to the Halls to have access to your Accommodation. All authorised persons will carry/display identification.

- 7.4.3 We will try to give you notice, via e-mail and/or written notices, 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:
- access is required in accordance with clause 7.4.2;
  - an emergency;
  - if we have reasonable grounds to believe that you are breaching Hall regulations
  - if we have reasonable grounds to believe the security of the building and/or the Accommodation is affected by the conduct of the student resident or its' visitors.
  - if you have breached Halls Regulations relating to fire safety, e.g., including (but not limited to) covering of, smoke or heat detectors, or smoking in your room, in the last 3 months, we reserve the right to enter your room without notice (but after knocking on the door) to ensure ongoing compliance with these Regulations.
- 7.4.4 During each academic year we will inspect your room to ensure you are taking adequate care of your accommodation and to check for maintenance issues. Each inspection 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. 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, where we reasonably believe they arise from your actions. Inspections will be carried out on a regular basis, usually one inspection within a two-week period, you will be notified at least seven days in advance of any changes to this inspection schedule.

## 08. ACCOMMODATION MOVES

### 8.1 Room Moves

- 8.1.1 With our prior, written permission you may move 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; and
  - you provide evidence in support of your request; and
  - you provide evidence that the Hall Fees are paid up to and including the date of your request to move rooms; and
  - there is a suitable room available for you to move into.
- 8.1.2 We will use the supporting evidence to assist us in prioritising room moves.
- 8.1.3 In determining the outcome of your request we will act reasonably.
- 8.1.4 We reserve the right to charge an administrative fee of £50 on completion of a room transfer.
- 8.1.5 The grant of any room move request is in our sole discretion.
- 8.1.6 Information on how to request a room move is available online at [http://www.southampton.ac.uk/student-services/student-living/accomm/halls-contract.page?#moving\\_rooms](http://www.southampton.ac.uk/student-services/student-living/accomm/halls-contract.page?#moving_rooms)



- 8.1.7 If we grant your room move request, this Agreement applies to the alternative Accommodation.
- 8.1.8 All requested room transfers should be sent to [accommodation@soton.ac.uk](mailto:accommodation@soton.ac.uk) for consideration by us.

## 8.2 Room Swaps

- 8.2.1 No Room Swap is to be carried out without our prior approval. Such action would be considered subletting (see clause 3.2 of Section A of the Annex – Halls of Residence Regulations)
- 8.2.2 A Room Swap will only be considered if carrying out the Room Swap would not cause detriment to either of the flats involved. Any Room Swap will be at our absolute discretion and if approved we will inform both parties involved of our approval and permit the swap.
- 8.2.3 Subject to clause 8.2.1 and 8.2.2., if you identify a fellow resident that you wish to swap rooms with, you must provide the following:
- The fellow resident identified is a registered and enrolled student at the University of Southampton,
  - The fellow resident identified has an accommodation contract with the University of Southampton at the time of the request,
  - You and the fellow resident identified provide written confirmation to the University of Southampton of the agreement to the Room Swap and the proposed date of the Room Swap, and
  - You and the fellow resident identified provide evidence that the Halls Fees have been paid up to and including the date of the request.
- 8.2.4 All proposed Room Swaps should be sent to [accommodation@soton.ac.uk](mailto:accommodation@soton.ac.uk) for consideration by us.
- 8.2.5 Both parties will agree the date upon which the Room Swap will take place and will become liable for the fees for the new room from that date onwards.
- 8.2.6 All fees and credits for the new room will be invoiced by us, to you. No money is to be paid by either party involved in a Room Swap to each other.
- 8.2.7 No cleaning provision will be made for room swaps. The state of each room is the responsibility of each party.

## 09. 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 <https://www.southampton.ac.uk/studentservices/student-living/accomm/services-procedures-facilities.page>

## 10. KEYS and KEY FOBS

- 10.1 You must look after your Accommodation keys or key fob and return the keys or key fob to your Hall's reception 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:

- 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);
- 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;
- use reasonable endeavours to provide adequate Services; and
- 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.

11.2 We have the right to carry out any alterations or building works at the Accommodation, Hall or neighbouring property without liability for disturbance, but as far as is practicable we will use reasonable endeavours to minimise any disturbance.

11.3 We will use reasonable endeavours to provide catering to Part-Catered students, 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 misconduct 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 Non-academic Misconduct 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 AND/OR EARLY RELEASE

### 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 This Agreement can be also brought to an end by us in the following circumstances:

- There are substantial arrears in Halls Fees or Halls Fees have not been paid by you on the date due;
- You breach one or more terms of this Agreement;
- You cease to be registered and enrolled as a student at our University (unless we use our discretion under clause 4.2);
- You change from a full-time student to a part-time student (unless we use our discretion under clause 4.3)

- 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.

13.1.3 In the event of one or more of the grounds referred to in clause 13.1.2 above occurring, we will give to you not less than 4 week's written notice of termination of this Agreement.

## 13.2 Notices

13.2.1 Except where this agreement specifically states that a notice need not be in writing, any notice given under or in connection with this Agreement must be:

- (a) in writing; and
- (b) given by email to [accommodation@soton.ac.uk](mailto:accommodation@soton.ac.uk), or by hand or by a registered post service or by recorded delivery to the relevant party as follows:

(i) to the University of Southampton at:

Halls of Residence, Bassett House, University of Southampton,  
Southampton, Hampshire, SO16 3TU, marked for the attention of  
Director of Halls of Residence

(ii) to the Student at:

Room Number and Building Address, marked for the attention of  
the Student

or as otherwise specified by the relevant party by notice in writing to each other party; and

- (c) any change of the details in clause 13.2.1 (b)(i) specified in accordance with that clause shall take effect for the party notified of the change at 9.00 am on the later of:
  - (i) the date, if any, specified in the notice as the effective date for the change; or
  - (ii) the date five Working Days after deemed receipt of the notice.

13.2.2 If a notice complies with the criteria in clause 13.2.1, whether or not this Agreement requires that notice to be in writing, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by a registered post service or by recorded delivery, on the second Working Day after posting.

13.2.3 Clause 13.2.1 and 13.2.2 do not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 13.3 Early Release/Termination Process

13.3.1 If you wish to apply for early termination/ release from your hall contract you should email [accommodation@soton.ac.uk](mailto:accommodation@soton.ac.uk) for advice. Requesting early release/termination does not mean that early release/termination will be granted

and is only granted in exceptional circumstances unless the grounds set out in section 13.1 of this agreement apply. In some instances, in support of your request, we may ask for evidence of your circumstances, and we reserve the right to request you engage with relevant support services within Student Hub.

13.3.2 Entirely at our sole discretion this Agreement may also be terminated earlier if both you and we agree to this in writing. The decision of Residential Services is final.

13.3.3 Ordinarily, early 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. The identified student must:

- not already be resident elsewhere in our accommodation,
- not be already on our waiting list; and
- not have an accommodation debt with the University of Southampton, and, subject to their meeting the criteria above,
- must accept their offer of accommodation.

13.3.4 You will remain liable for the Halls Fees up to and including the agreed early release/termination date or the return of your keys to your Halls' reception, whichever is the later. The agreed early release/termination date by when you must vacate the Accommodation will be the date stipulated in the notification from us that the early release/termination has been granted and all Halls Fees must be paid up to and including the date of early release/termination stipulated in the notification prior to you vacating the Accommodation. Such notification will be sent by us by email. As a standard, a 28 day notice period will be implemented from the date early release/termination is granted, unless clause 13.3.3 applies.

13.3.5 In the event of you remaining beyond the agreed early release/termination date then clauses 7.1.1, 7.1.2, 7.1.3, 7.3, 10, 15 and 17 apply

#### 13.4 Courts

If you do not leave the Accommodation following clause 13.1.1, 13.1.2 or 13.3 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 Complaints

- 15.1.1 In the first instance, if you are unhappy with your Accommodation, you should let us know within 30 days of the event or issue arising, by sending an email to [halls@soton.ac.uk](mailto:halls@soton.ac.uk).
- 15.1.2 If you remain dissatisfied with the resolution provided by us you may raise a complaint about the Accommodation by following the University's Regulations Governing Student Complaints which can be found at the following link: [www.southampton.ac.uk/studentadmin/appeals-complaints/for-students.page](http://www.southampton.ac.uk/studentadmin/appeals-complaints/for-students.page)
- 15.1.3 If after following the full procedure set out in the University's Regulations Governing Student Complaints the matter has not been resolved to your satisfaction you may make a complaint to the Office of the Independent Adjudicator.

#### 15.2 Agreement Construction and Jurisdiction

- 15.2.1 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.
- 15.2.2 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

As a member of the University community you are expected to follow the law and our rules as set out in the [University Statutes, Ordinances and Regulations](#), which include these Halls of Residence Regulations.

This includes following Government and University guidance as relating to Covid-19.

The aim of the Halls of Residence Regulations is to create a comfortable, friendly and beneficial study and living environment in Halls.

Please note that if you fail to comply with these Regulations this may lead to termination of your Accommodation contract and/or action under the Regulations Governing Non-academic Misconduct.

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](mailto: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

### A1. 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 “Drones” means remotely-controlled, unmanned, flying craft of any description and size.
- 1.3 “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.
- 1.4 “Planon” means the student online system for reporting repairs and maintenance issues.
- 1.5 “Residences Team” means that part of the University responsible for the student (accommodation) experience.
- 1.6 “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.
- 1.7 “University” means the University of Southampton, Highfield, Southampton SO17 1BJ.
- 1.8 “Us”, “We” and “Our(s)”: means the University of Southampton, Highfield, Southampton SO17 1BJ.
- 1.9 ‘You’ means the individual student to who is staying in the Accommodation allocated.

### A2. 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 or health risks for yourself or others;
- B. maintaining a safe and hygienic 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. keeping all fire doors closed, and not using door wedges to keep them open;
- F. ensuring the exit from your Accommodation is kept clear of obstruction;

- G. ensuring that unnecessary combustible materials (household chemicals, packaging and other particularly flammable materials) are not stored in your Accommodation;
- H. 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. not bringing or keeping any weapons of any type or description, including decorative weapons such as, but not restricted to, axes and swords. This applies even if you are a member of a Student Union society organising activities involving any of the items stated;
- I. not bringing any bicycles(s) into any part of the Halls buildings but storing them in one of our designated external bike storage areas when not in use;
- J. not playing ball or other projectile games anywhere in the Halls, except in designated areas, nor using wheeled items such as scooters or skateboards indoors, including charging of electric wheeled items such as e-bikes and e-scooters;
- K. 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;
- L. not flying Drones anywhere in, on or around the Halls;
- M. complying with any Government requirements to self-isolate or to quarantine either because you have travelled from a country with a requirement to quarantine upon arrival in the UK, have symptoms or have tested positive for Covid-19, or other infections, or have been in contact with others, including your flatmates, who are symptomatic and/or tested positive for Covid-19 or other infections;
- N. complying with steps in place to reduce the risk of transmission of Covid-19 such as using face masks/coverings in line with Government and/or University of Southampton guidance and requirements and reasonable requests for testing for infection and/or antibodies;
- O. not damaging or penetrating walls, ceilings or floors of any halls building. Buildings built pre-2000 may contain asbestos.
- P. not interfering with or exchanging shower heads and/or hoses in bathrooms and ensembles. Any non-University shower heads and hoses encountered during our quarterly descaling process will be removed to ensure the safe management of legionella risk.

## 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.
- H. you must not have copies of Halls keys cut.

*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. This includes following reasonable cleaning guidance given to promote a safe and hygienic environment;
- 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 pipework;
- C. all your rubbish is disposed of correctly both inside and outside of buildings, using the general waste and recycling facilities provided and as directed both during the Licence Period and prior to you leaving the Accommodation. A failure to comply may result in you being charged the reasonable costs incurred by us of the removal of your rubbish;
- 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;
- F. any spillages caused by you or found within your Accommodation and associated shared facilities are cleaned up quickly;
- G. that your behaviour does not encourage pests and you must co-operate with pest control measures, allowing access, including emergency access to pest control contractors

### 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. We will return to sender any post or deliveries sent to a business with a Halls address.
- 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 you 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. you must not overload electrical sockets nor use adaptors which are not CE or BS marked. Adaptors found not to be CE or BS marked, will be removed and disposed of without notice to on Health and Safety grounds
- F. the use of candles or incense or any item with/requiring a naked flame in your room or any part of the Halls is not allowed;
- G. you must not have any personal fridges, freezers, heaters, microwaves, washing machines, kettles or other domestic appliances in your Accommodation or the shared spaces;
- H. appliances such as rice cookers, kettles and toasters which are CE or BS 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 but not in bedrooms;
- I. 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](mailto:accommodation@southampton.ac.uk)

NOTE: The granting of permission is at our discretion.

- J. you must not interfere with the integrity of your fire door, this includes but is not limited to hanging items (whether for example, by clothes-hangers or temporary over-door hooks) over the top of door, nor cause obstructions in your room which prevent the easy ingress or egress from your room, including using rugs that would prevent your door easily opening or shutting.

- K. safe use of electrical items means that they must be used in accordance with manufacturer's instructions/guidelines. "Fairy" lights that are CE or BS marked may be used, but must not be in contact with soft furnishings e.g. curtains, and must not be left turned on unattended.
- L. we reserve the right to remove any item found in halls that is not permitted to be in halls accommodation as part of our wider safety duty.

#### 2.6 BBQs

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 fair use.

#### 2.7. Behaviour

You must behave with due consideration for others during your time in the Halls of Residence. Examples of inappropriate behaviours are listed in Section B - Misconduct. Inappropriate behaviours 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.

### A3. Sub-Letting, Guests and Visitors

Please note the below regulations will always be overridden by any Government and University of Southampton regulations and guidance for visitors as relate to Covid-19. At no time are you to have visitors who should be self- isolating or in quarantine.

- 3.1 Only you may live in the Accommodation unless you are living in a one or two bed flat suitable for couples/family accommodation (subject to your compliance with clause 4).
- 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 3 consecutive nights, you must receive in advance of the guest staying, the written consent of Residential Services ([halls@soton.ac.uk](mailto:halls@soton.ac.uk)). The maximum time a guest may stay is 7 consecutive nights in any given 4-week period. You must give the name, date of birth, age and reason for this person staying, when asking for this permission. We reserve the right to refuse guests in halls.
  - C) Frequent short-term visitors (whether staying overnight or not and if they are clause 3.3B above applies) are discouraged, due to the impact on other occupiers of the Halls, and we reserve the right to ask frequent visitors to leave the Halls immediately.
  - D) You are responsible for your guest and for any misconduct or damage caused by them, and will be liable for fines/costs resulting from your guests behaviour.
  - E) If you are living in a designated single gender flat, only guests of the same gender are permitted to stay as overnight guests.
- 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/resident family member 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.

#### A4. 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, similar to that of when you moved in, which as a minimum includes but is not limited to your room and any assigned shared kitchen storage being clean, free from your and anyone else's possessions and any rubbish. A charge may be levied if your room is not left in a reasonable state to cover any reasonable costs associated with any cleaning and/or maintenance required.
- 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 by email at your last known address;
  - We will charge you the costs of any postage payable, before we will send any important documents to you;
  - Important personal documents will be kept for 3 months from the date we write to you, after that they will be destroyed, except for University of Southampton exam certificates which will be sent to the University of Southampton exam office.

## Section B

### Misconduct

#### B0. 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 misconduct matters; our ability to move you to alternative accommodation if the circumstances require; the penalties that can be imposed; and appeals.

If you want to raise allegations of misconduct by other residents under these Regulations you are advised to do so as soon as possible and normally within 30 working days of the event or issue occurring.

#### B1. Definition of Misconduct

Misconduct includes but is not limited to:

- 1.1 Failure to produce without undue delay 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 Failure to comply with Government and University steps to reduce the risk from Covid-19, including following Government advice on isolation and quarantine.
- 1.6 The possession, use, sale or other trafficking of illegal drugs, illegal drugs paraphernalia or controlled substances. If you are suspected of involvement with drug/controlled substances such activity will be reported to the Police.
- 1.7 The possession, use, supply or offer to supply Psychoactive Substances commonly known as "Legal Highs" and Nitrous Oxide, commonly known as "Laughing Gas". If you are suspected of involvement with psychoactive substances you may face disciplinary action
- 1.8 Smoking within any Halls (including e-cigarettes). As well as being a misconduct offence you may be charged the costs of cleaning or replacing of soft furnishings and redecoration.
- 1.9 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.
- 1.10 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.
- 1.11 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.
- 1.12 Leaving cooking unattended leading to the activation of smoke or fire detectors.
- 1.13 Using candles, incense sticks/ burners or any item that requires a naked flame in your bedroom or communal spaces or anywhere within the buildings.

- 1.14 Failing to comply with the Health and Safety instructions in passenger lifts, particularly relating to occupancy, health and hygiene or emergency procedures.
- 1.15 Causing damage to:
- your room(s);
  - shared rooms/spaces: kitchens, bathrooms, social spaces, communal access ways or
  - any other part of the Halls.
- 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. Where appropriate, costs in shared spaces will be shared among those residents with access to the area.*
- 1.16 Interfering in any way with existing Services and/or our fixtures or fittings.
- 1.17 Unauthorised use of or damage to property belonging to us, our staff, other students and their guests or visitors.
- 1.18 Unauthorised use of the Halls or its grounds.
- 1.19 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), plus, any antisocial or unacceptable behaviour linked to COVID-19, which causes alarm or distress to staff of other students.
- 1.20 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).
- 1.21 Lewd or sexually inappropriate behaviour anywhere within Halls or the grounds.
- 1.22 Violent behaviour or threats of violence to staff and/or other students or visitors
- 1.23 Misuse of the student data network services, including interference with the Wi-Fi access points located on the hall sites.

*NOTE:*

- A) *You are referred specifically to the University of Southampton iSolutions Rules and Guidelines which are available at: [www.southampton.ac.uk/isolutions/regs](http://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.*
- C) *Illegal downloading. By connecting to Eduroam, or accessing the Internet through a University network point you are agreeing to the University's IT terms of service, and conditions of internet browsing. The University does not permit any activities which are illegal. This includes the downloading or sharing of copyright protected material. If you do download or share anything illegally it can be traced back to you. You are personally accountable for your internet activity whilst connected to the University's network. The University will seek to take the appropriate action for any reported illegal activity.*

- 1.24 Keeping pets or animals or livestock anywhere in the Halls or its grounds. Registered service/therapy animals are permitted but must be authorised by the University of Southampton Enabling Services and Residential Services Team prior to contract commencing.
- 1.25 Publicly displaying, or distributing, any promotional or marketing material for any third party.
- 1.26 Recording and/or distributing in any way, any material (audio, visual or both) for the purposes of harassing, stalking or bullying another person.
- 1.27 Failing to show ID or comply with the reasonable requests of the Residences Team or security team

## B2. 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 Charter, 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

2.2.1 The overriding objective of the Halls of Residence Misconduct 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 allow you to set out your case via email or in a face-to-face meeting depending on the severity of the allegation.
- Where appropriate, evidence will be shared with you and in circumstances where the evidence cannot be shared a summary of evidence will be provided.
- Take account of the interests of anyone affected by what has happened (victims and/or witnesses)
- Deal with matters efficiently and speedily

2.2.2 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.

2.2.3 If you are found responsible for actions leading to for example (but not limited to) damage to Halls or Halls equipment, or inadequate cleaning of or rubbish removal from your Accommodation, you may be charged the reasonable costs incurred by us in remedying these things.

### 2.3 Investigation

2.3.1 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 Misconduct Regulations; or
- Internally under the University's Regulations Governing Non-academic Misconduct; or
- By referral to external authorities only; or
- Both internally (under either under these Misconduct Regulations or the University General Regulations) and referred to external authorities.

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

2.3.3 As part of our investigation, CCTV images may be checked and where possible door fob access data can be checked and used.

2.3.4 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.

2.3.5 You will be:

- i) informed of the allegation(s) against you;
- ii) provided with the supporting evidence or a summary of the evidence gathered if more appropriate 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) given an opportunity to state your version of events in person or in writing. If you fail to attend a pre-arranged misconduct meeting without good reason, then we may proceed in your absence based on the evidence we have already received.

2.3.6 In the event of clause 2.3.5 ii) applying, we will endeavour to release such material as we are able which may be in a redacted or edited form.

2.3.7 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 misconduct 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

2.4.1 Allegations of breaches of these Halls of Residence Misconduct 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;



- 2.4.2 The Decision-Maker's decision is final as to the facts;
- 2.4.3 if applicable account will be taken of clause 2.3.6; and
- 2.4.4 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 misconduct process.

### B3. Accommodation Transfer

- 3.1 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.
- 3.2 This change in accommodation will occur where in our opinion it is in the best interests of either you or another/other student(s) or our wider community.

### B4. 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;
- Attendance at an appropriate awareness session e.g. on fire safety, for which there may be a charge equivalent to a fine
- Move to alternative halls accommodation, which may be at a different hall.
- Termination of the Agreement for University Accommodation in accordance with clause 13.1.2 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.

### B5. 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, or
- There was material procedural irregularity which if it had not occurred might have impacted significantly on the decisions made

5.3 Simple dissatisfaction with the outcome does not constitute grounds for any appeal.

5.4 Any appeal should be made in writing by email to [hallappeals@soton.ac.uk](mailto: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 receipt of a First Appeal under clause 5.2 the Residences Deputy Manager a staff member of the Residences Team Misconduct team will appoint a different staff member of the Residences Team University staff 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:
- That the original decision is confirmed or overturned; or
  - That a lesser penalty be imposed; or
  - 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](mailto: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 an appropriate staff member from the University 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:
- That the original decision is confirmed; or,
  - 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,
  - That a lesser penalty be imposed; or.
  - 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  
2nd Floor Abbey Wharf  
57-75 Kings Road  
READING  
RG1 3AB  
Tel: 01189 599813  
Email: [enquiries@oiahe.org.uk](mailto:enquiries@oiahe.org.uk)