

Agreement for University Accommodation

For the academic year 2021-22

IMPORTANT WARNING

This document forms part of a legally binding contract for your
University 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 halls. You should familiarise yourself with these and the Halls of Residence Regulations are appended to this agreement for your information.

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

INDEX - CONTRACT TERMS AND CONDITIONS COMPRISING:

Introduction	3	Complaints and Jurisdiction	17
<input type="checkbox"/> The Agreement		<input type="checkbox"/> General	
<input type="checkbox"/> Post-Graduate and Current Undergraduate Students		<input type="checkbox"/> Complaints	
<input type="checkbox"/> Where to find advice		<input type="checkbox"/> Agreement Construction and Jurisdiction	
<input type="checkbox"/> Our Aim	4	Rights of Third Parties	18
<input type="checkbox"/> Accommodation		Severability	
<input type="checkbox"/> Occupation of Accommodation		Annex	19
<input type="checkbox"/> Change of Accommodation		Halls of Residence Regulations	
<input type="checkbox"/> Discussing this Agreement		Introduction	19
<input type="checkbox"/> Part-Catered Students		Section A	
<input type="checkbox"/> Exchange Students			19
<input type="checkbox"/> Cars	5	Definitions	
<input type="checkbox"/> Your personal data		Your Commitment to Halls Community	
Accommodation Agreement Terms and Conditions	6	<input type="checkbox"/> Health and Safety	
Definitions	7	<input type="checkbox"/> Security	
Offer and Acceptance		<input type="checkbox"/> Care of Environment	
<input type="checkbox"/> Deadline	8	<input type="checkbox"/> Trading Activities	
Under 18's		<input type="checkbox"/> Fire	
Couple & Family Accommodation		<input type="checkbox"/> BBQ's	22
Enrolled and Registered Students		<input type="checkbox"/> Behaviour	23
<input type="checkbox"/> Course Conditions		<input type="checkbox"/> Privacy	
<input type="checkbox"/> Full-time to Part-time		Sub-Letting, Guests and Visitors	
Post-Graduates and Current Undergraduates		Leaving the Accommodation	25
<input type="checkbox"/> Who		Section B	
<input type="checkbox"/> Outstanding Halls Fees and NTQ		Misconduct Regulations	25
<input type="checkbox"/> Prepayments		Definition of Misconduct	27
<input type="checkbox"/> Cancellation		Disciplinary Procedure	
<input type="checkbox"/> Refunds		<input type="checkbox"/> Introduction	
<input type="checkbox"/> Retention of Pre-Payments	10	<input type="checkbox"/> Overriding Objective	
Part-Catered Students		<input type="checkbox"/> Investigation	
Your Obligations		<input type="checkbox"/> Standard of Proof	29
<input type="checkbox"/> General		<input type="checkbox"/> Written Reasons	29
<input type="checkbox"/> Your Arrival	12	Accommodation Transfer	30
<input type="checkbox"/> Allowing us Access		Penalties	
Accommodation Moves		Appeals	30
<input type="checkbox"/> Room moves	13		
<input type="checkbox"/> Room swaps			
Contents Insurance	14		
Keys			
Our Obligations			
<input type="checkbox"/> General	15		
<input type="checkbox"/> Part-catered Students			
Change of Accommodation			
Termination			
<input type="checkbox"/> Circumstances	16		
<input type="checkbox"/> Early Release Process			
<input type="checkbox"/> Notice Period			
<input type="checkbox"/> Courts	17		
<input type="checkbox"/> Halls of Residence Regulations			
<input type="checkbox"/> Pre-Termination Rights			
<input type="checkbox"/> Exclusion of Liability			

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:
Email: accommodation@soton.ac.uk

Tel: +44(0) 2380 599 599

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
- Regulations Governing Student Non-academic Misconduct – <http://www.calendar.soton.ac.uk/sectionIV/discipline.html>
- The University's Dignity at Work and Study policy - <https://www.southampton.ac.uk/diversity/our-commitment/policies/dignity-work-study.page>
- 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, 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**.

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 reasons or in the interest of student wellbeing that **we** may require **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. Term dates, bank holidays and University closure dates - <https://www.southampton.ac.uk/about/term-dates.page> or occasional other dates as notified.

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 7.3.

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, SO171BJ or by emailing data.protection@soton.ac.uk

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 ‘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 <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, 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 **“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**.

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. A) **UNDER 18S**

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

<https://www.southampton.ac.uk/studentadmin/admissions/admissions-policies/index.page>

B) COUPLE / 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.

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) 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.

C) 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.

D) **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.**

5.4.3 If **you** are a new post-graduate student with a course start date in January or later in the academic year , 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 (Greenwich mean time) on 14th December the year before you contract**

commences.

5.5 Refunds

Prepayment refund requests, quoting **your** Student ID number must be sent by e-mail to accommodation@soton.ac.uk

5.6 Retention of Pre-payment

If:

- the refund requests referred to in clauses 5.4.1, 5.4.2 or 5.4.3 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 (included in **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 or any replacement system.

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 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 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.

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

<https://www.southampton.ac.uk/studentservices/student-living/accomm/halls-contract.page> . It is this version that will then apply to **your** Agreement.

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 will be possible for you if you are required to quarantine on arrival into the UK in line with Government guidance on arrival into the UK. You must inform us in writing of your proposed date of arrival at least 7 days before you intend to arrive. Details for your accommodation arrangements, including arrival times and charges will be made available on the University website and may change from time to time.

7.2.5 Arrival before the start date of the Licence Period for other reasons 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. However, in some of **our** halls **we** can offer spaces to **our** student residents if they have certified medical need, or exceptional circumstance, which requires them to have 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 **before** taking up residence. Likewise, 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/~assets/doc/calendar/Vehicles%20and%20Bicycles.pdf>.. Information on student parking permits can be found at <https://www.southampton.ac.uk/transport/parking/student-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.

7.3.3 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.

7.4 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 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 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:

- an emergency; or
- if **we** have reasonable grounds to believe that **you** are breaching Hall regulations
- 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.

8. **ACCOMMODATION MOVES**

8.1 Room Moves

8.1.1

- A) 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; **you** provide evidence in support of **your** request; and there is a suitable room available for you to move into.
- B) **We** will use the supporting evidence to assist us in prioritising room moves.

C) In determining the outcome of **your** request **we** will act reasonably.

8.1.2 **We** reserve the right to charge an administrative fee of £50 on completion of a room transfer.

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

8.1.4 Information on how to request a room move is available online at

http://www.southampton.ac.uk/studentservices/student-living/accomm/halls-contract.page?#moving_rooms

8.1.5 If **we** grant **your** room move request, this Agreement applies to the alternative Accommodation.

8.1.6 All requested room transfers should be sent to accommodation@soton.ac.uk for consideration by **us**.

8.2 Room Swaps

8.2.1 **You** may identify a fellow resident that you wish to swap rooms with, this is possible providing that:

- A) The person identified is a registered and enrolled student at the University of Southampton.
- B) The person identified has an accommodation contract with the University of Southampton at the time of the request.

8.2.2 All proposed Room Swaps should be sent to accommodation@soton.ac.uk for consideration by **us**.

8.2.3 If carrying out the Room Swap would not cause detriment to either of the flats involved, **we** will inform both parties involved of **our** approval and permit the swap.

8.2.4 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.

8.2.5 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)

8.2.6 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.

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/studentservices/student-living/accomm/services-procedures-facilities.page?>

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 and KEY FOBS

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.

11.1.5 **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.

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 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**

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 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
- if **you** withdraw or suspend from **your** course of study

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** 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.

C) In the event of one or more of the grounds referred to in clause 13.1.2 B) 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 for the purposes of this clause an email is not in writing; and

(b) given 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

to the Student at:

Room Number

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.

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 Process

13.3.1 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. 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 have:

- accepted their offer of accommodation,
- not already be resident elsewhere in **our** accommodation,
- not be already on **our** waiting list; and
- must not have an accommodation debt with the University of Southampton

13.3.2 If you wish to apply for early release from your hall contract you should email accommodation@soton.ac.uk for advice. Requesting early release does not mean that early release will be granted and is only granted in exceptional circumstances unless under the grounds set out in section 13 of this agreement. NB It is strongly recommended that you **do not** sign any other contract for accommodation without having received written confirmation that you will be released from your halls contract. Failure to do so may mean you are financially liable for two contracts for accommodation. In some instances, in support of your request, we reserve the right to request you engage with relevant

support services within Student services.

13.3.3 **You** will still remain liable for the Halls Fees up to and including the agreed termination date or the return of **your** keys whichever is the later. As a standard, a 28 day notice period will be implemented from the date the initial request is received. In the event of **you** remaining beyond this date then clauses 7.1.1, 7.1.2, 7.1.3, 7.3, 10, 15 and 17 apply;

13.3.4 Subject to your compliance with clause 13.1.2 A above, early release will also be granted if **you** formally terminate or suspend **your** academic studies with **us**.

13.3 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.

13.4 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.

13.5 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 are advised to take note that a complaint should be raised as soon as possible and normally within **30 working days** of the event or issue occurring. The University will only consider matters raised outside the stated timescale in exceptional circumstances.

You may also wish to refer to the UUK Code of Practice for the Management of Student Accommodation. See <https://www.thesac.org.uk/>

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

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.

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 “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 on-line 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 “**Us**”, “**We**” and “**Our(s)**”: means the University of Southampton, Highfield, Southampton SO17 1BJ.

1.8 “**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 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 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.
- M. The flying of Drones is not permitted anywhere in, on or around the Halls.
- N. 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;
- O. 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, complying with temperature checks as required by the University and reasonable requests for testing for infection and/or antibodies.

- P. Not damaging or penetrating walls, ceilings or floors of any halls building. Buildings built pre 2000 may contain asbestos.

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; and
- 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)

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

- A. 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.
- B. 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.
- C. 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.

3. 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). 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 3.3 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.

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, 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

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.

1. 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 A) Causing damage to:
- **your** room(s);
 - shared rooms/spaces: kitchens, bathrooms, social spaces, communal access ways 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. 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 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.
- 1.18 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.
- 1.19 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 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).
- 1.20 Lewd or sexually inappropriate behaviour anywhere within Halls or the grounds.
- 1.21 Violent behaviour or threats of violence to staff and/or other students or visitors
- 1.22 Misuse of the student data network services, including interference with the Wi-Fi access points located on the hall sites.

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.

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.

- 1.22 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.
- 1.23 Publicly displaying, or distributing, any promotional or marketing material for any third party.
- 1.24 Recording and/or distributing in any way, any material (audio, visual or both) for the purposes of harassing, stalking or bullying another person.
- 1.25 Failing to show ID or comply with the reasonable requests of the Residences Team or security team

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 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

- A. 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
- 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.
- C. 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

- 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 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.
- B) 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.
- C) As part of our investigation, CCTV images may be checked and where possible door fob access data can be checked and used.
- D) 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.
- E) **You** will be informed of:
- I) 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) have 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.
- F) In the event of clause 2.3 E) II) applying, **we** will endeavour to release such material as **we** are able which may be in a redacted or edited form.
- G) 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

A) 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;

B) The Decision-Maker's decision is final as to the facts;

C) if applicable account will be taken of clause 2.3 F); 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 misconduct 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 occur 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;
- 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 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, 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.

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 Deputy 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
2nd Floor
Abbey Wharf
57-75 Kings Road
READING
Berks RG1 3AB
Tel: 01189 599813
Email: enquiries@oiahe.org.uk