



UNIVERSITY OF  
**WINCHESTER**

**STUDENT RESIDENTIAL LICENCE AGREEMENT  
& STUDENT RESIDENCE REGULATIONS  
ON CAMPUS ACCOMMODATION**

**ISSUED 2023**

Please read your Student Residential Licence Agreement and these Regulations before signing the Agreement. This is a legally binding Agreement. In signing the Licence Agreement, you agree to abide fully by these Regulations which includes paying for the full Period of Letting. If there is anything you do not understand or wish to discuss regarding the Licence Agreement, please contact Student Housing Services before signing the Agreement.

## **INTRODUCTION**

Specific details of the Accommodation being granted to you, the Period of Letting and the Residence Fees are given during the online room offer/acceptance process or on your paper offer letter (if you are not accepting your room online). Both are an integral part of this Licence Agreement.

By signing this document, you enter into a legally binding Agreement under which you agree to be bound by these Student Residence Regulations.

The language in this Agreement and the Regulations are necessarily of a legal nature. Wherever possible, "plain English" has been used. There are, however, some words or phrases in the Agreement and the Regulations which have a very particular meaning, and those are set out below. This document is available in large print upon request.

## **CHANGES TO THE REGULATIONS**

There are Clauses within this document which may need to be adjusted throughout the licence term in line with Westminster Government Guidance. Government Guidance and changes to legislation may supersede the guidelines within this document. These include Clauses in relation to Visitors, Guests and Authorised Staff access to the Accommodation and adjustments to the Period of Letting (Clause 2.6). Students will be notified of any changes to the Regulations in writing.

## **CONTACT DETAILS**

### **STUDENT HOUSING SERVICES**

01962 827533

[housing@winchester.ac.uk](mailto:housing@winchester.ac.uk)

St Swithun's Lodge

### **OUT OF HOURS**

Site Stewards

01962 827666/827667

## DEFINITIONS

The following words or phrases have the following meanings in this Agreement and in the Regulations

Accommodation	means the residential Student Accommodation as specified in the online room offer/acceptance process or paper offer letter (if the online process is not used) or any other residential Accommodation which the University may allocate to the Student during the Period of Letting.
Agreement	means these Student Residence Regulations and all details included in the online room offer/acceptance process (as summarised in the confirmation email provided at the end of the process) or on the paper offer letter (if the online process is not used).
Authorised Staff	means any persons who are employed by the University in any of the following capacities: Cleaners, Maintenance, Security, Housing (including Housing Managers, Wardens, Residential Assistants and their nominees), Recruitment and Marketing staff and Student Services staff (see Clause 2.50 of the Regulations).
Household	means a group who live together in accommodation and share cooking and/or bathroom facilities and/or substantial common space, located typically behind a common entry door in a designated house, flat or specific corridor or cluster of study bedrooms, who so constitute a Household.
The University	means The University of Winchester, Sparkford Road, Winchester SO22 4NR.
Residence Fee	means the Licence Charge payable as stated in the online room offer/acceptance process or paper offer letter (if the online process is not used), in respect of the Student's Residence in the Accommodation and which is payable by the Student to the University during the Period of Letting. The Residence Fee is payable in advance, either in full on 06 <sup>th</sup> October 2023 or by three equal instalments on 06 <sup>th</sup> October 2023, 12 <sup>th</sup> January 2024 and 26 <sup>th</sup> April 2024. Fees are detailed in the room offer of Accommodation and (for first year students) on our website at: <a href="#">Housing Costs</a>
Catering Licence Fee	means the Licence charge of £62.00 per week which is payable by the Student (if allocated to catered Accommodation). This sum is included in the total quoted residence fee given in the online room offer/acceptance process or paper offer letter (if the online process is not used). Fees are detailed in the room offer of Accommodation and on our website at: <a href="#">Housing Costs</a>

Christmas Vacation Retainer	means the Licence Charge equivalent to 50% of the Residence Fee (not including the Catering Fee) over the Vacation Period which is payable by the Student (if allocated to Catered Accommodation) to the University for keeping the Accommodation available for the Student for the period from and including 16 <sup>th</sup> December 2023 to and excluding 06 <sup>th</sup> January 2024. This amount is included in the total figure given in the online room offer/acceptance process or paper offer letter (if the online process is not used). Fees are detailed in the room offer of Accommodation and on our website at: <a href="#">Housing Costs</a>
Period of Letting	means the period granted by this Agreement starting and ending on the dates stated in the online room offer/acceptance process or paper offer letter (if the online process is not used).
Arrivals Concession	means any period when students move into their accommodation at the start of the Period of Letting in which student residents are not charged for their accommodation. Any Arrivals Concession will be granted only where the application of Westminster Government Guidance in relation to a local, national or global emergency, for example management of a health emergency, means that the start date for charges for accommodation for students is revised to be set as later than the start date of the Period of Letting as stated in the online room offer/acceptance process or paper offer letter (if the online process is not used). We will use all best endeavours to notify students of the duration and the amount of any Arrivals Concession in good time ahead of the date on which the first instalment of the Residence Fee is due to be paid. Any overpayment of the Residence Fee made by any student in relation to any Arrivals Concession/s will be refunded to the account from which the Residence Fee payment was made.
Regulations	means the Student Residence Regulations issued by the University in July 2023 and amended from time to time.
Student/Resident	means the person who has been offered the Accommodation through the online room offer/acceptance process or paper offer letter (if the online process is not used) who is a student who has been accepted for a course of study at the University and who has been offered and has accepted Accommodation by the University. This includes any carers/support staff employed by the Student and granted permission by the University to reside in or regularly access the Accommodation.
Term	means an academic term of the University, the dates of which will be published from time to time.
Westminster Government	means the central government of the United Kingdom of Great Britain and Northern Ireland.

## 1.0 GENERAL

<b>Definitions &amp; Interpretations</b>	<b>1.1</b>	The Student Residential Licence Agreement is the contract between the University of Winchester and the Student relating to the Accommodation and comprising the online room offer/acceptance process or paper offer letter ("Licence Agreement") and these Student Residence Regulations ("Regulations").
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Together referred to as the "Agreement".

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**1.2** Words and phrases used in these Regulations shall, if defined above have the same meaning in these Regulations as in the Agreement.

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### **THE UNIVERSITY AGREES**

**Grant of Residence** **1.3** The University grants the Student the right to reside in the Accommodation for the Period of Letting (specified on the Licence Agreement). The Period of Letting will not necessarily start and finish on the same dates as the University's academic year.

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### **THE STUDENT AGREES**

**1.4** To pay the Licence charges due, this includes the Residence fee and (where applicable) the Catering Licence Fee, the Christmas Vacation Retainer or any other charges payable under the terms of this Agreement, to the University on the due dates specified throughout this Agreement.

**1.5** To be bound by all the Terms and Conditions set out in the Regulations which, by signing this Agreement, the Student acknowledges having received, read and understood.

**1.5.1** To comply with all aspects of the 'Disciplinary Procedures for Students' and the 'Regulations for payment of University Fees' and the 'Conduct Policy for Students' which are available to review on the University website: <https://www.winchester.ac.uk/about-us/leadership-and-governance/policies-and-procedures/>

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### **IT IS FURTHER AGREED THAT**

**1.6** The catering status of the Accommodation is defined in the Licence Agreement and room offer.

**1.7** The Residence Fee is inclusive of gas, electricity, water, heating and internet consumed at the Accommodation during the Period of Letting (subject to Clause 3.2 of the Regulations).

**1.8** The University will undertake cleaning of shared facilities used by the Student in the building in which the Accommodation is situated, further detail of this can be found in the 'guide' attached to these Regulations.

**1.9** By reason of the nature of the Agreement and the Regulations the Student will not have exclusive possession of any part of the Accommodation and will be a licensee of the University.

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**Periods not covered by the Period of Letting** **1.10** There is no right to reside in the Accommodation outside the defined Period of Letting. Where the Period of Letting does not include the Christmas and Easter Vacations (e.g. Catered Accommodation) the Accommodation must (except during the Christmas vacation if the Christmas Vacation Retainer has been paid) be cleared of all personal effects during the Vacation period.

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**PLEASE NOTE:** In the event of a local, national or global emergency where the Westminster Government has put measures in place to restrict movement, the University will ensure that if the Student is unable to vacate

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		their accommodation, the Period of Letting will be extended. This may involve charges for extra nights and/or relocation to other accommodation as per Clause 5.1
<b>Staff responsible for Management of the Accommodation</b>	<b>1.11</b>	The overall responsibility for management of on campus University Accommodation rests with the Director of Estates and Facilities Services. The day to day management of the Accommodation is delegated to the Head of Housing & Security, with operational control vested in the Student Housing Services Manager and Housing Managers (On and Off Campus). They are assisted by Housing Advisors, the Allocations and Systems Officer, Residential Assistants and Wardens.
<b>Moving in without Signing the Agreement</b>	<b>1.12</b>	If the Student moves into the Accommodation without having signed the Licence Agreement, they will be found to have accepted the Agreement by their actions.
<b>Variations</b>	<b>1.13</b>	No variation of this Agreement will be valid unless it has been confirmed in writing by either the Student Housing Services Manager, the Head of Housing & Security, or the Director of Estates and Facilities Services.
<b>Governing Law</b>	<b>1.14</b>	This Agreement is governed by English Law, which for international students may differ from their home experience, and any legal proceedings brought by either the Student or the University under the terms of this Agreement will be heard by the courts in England.
<b>The Student Accommodation Code</b>	<b>1.15</b>	The University has signed up to The Student Accommodation Code of Practice for the Management of Student Housing, which can be viewed by visiting; <a href="http://www.thesac.org.uk/">http://www.thesac.org.uk/</a>  Any queries or concerns regarding the Code should be made to the Housing Manager (On Campus), the Student Housing Services Manager or the Head of Housing & Security.
<b>Service of Notices</b>	<b>1.16</b>	Any Notice that the University serves on the Student under this Agreement will be made in writing and will be delivered by hand, email, first class post, or special or recorded delivery and sent to them at:
	<b>1.16.1</b>	The Accommodation and/or
	<b>1.16.2</b>	The University email account and/or
	<b>1.16.3</b>	The address the Student has provided to the University in the Housing application process, or such other address that they have notified to the University.
<b>Guarantee/s of Accommodation</b>	<b>1.17</b>	Any guarantee given by the University to allocate Accommodation to the Student shall cease to have effect if this Agreement is terminated for any reason in accordance with its terms.

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<b>Building Works &amp; Essential Maintenance</b>	<b>1.18</b>	<p>The University of Winchester constantly invests in its estate to provide new facilities and inspect and upgrade existing ones inline with The University's legal requirements under Acts such as <a href="#">The Building Safety Act 2022</a> and <a href="#">Fire Safety Regulations 2022</a>. Work is carefully programmed so as to avoid disruption to students, particularly during exams and the period leading up to them. However, from time to time, there will be some unavoidable disturbance or inconvenience to students but the University will take all reasonable steps to keep this to a minimum, and does not give any rent rebates or compensation in such circumstances. Students who consider that disruption is excessive should follow the University's Complaints Procedure which can be found here: <a href="https://www.winchester.ac.uk/about-us/leadership-and-governance/policies-and-procedures/">https://www.winchester.ac.uk/about-us/leadership-and-governance/policies-and-procedures/</a></p> <p>If you are concerned about any building works which may be scheduled to take place near your accommodation, please contact Student Housing Services for information.</p>
<b>Complaints</b>	<b>1.19</b>	<p>Any complaints regarding the Accommodation will be covered by the Housing Services Internal Complaint Process in conjunction with the University Complaints Policy, available to view on request or on the University website at: <a href="#">Student Complaints Policy</a></p> <p>The University complies with national requirements to provide an external review of complaints, which is covered under the Student Complaints Policy.</p> <p>The University will not consider complaints received later than 20 working days of the incident; or if appropriate, later than 10 working days after a failure to resolve the complaint at the Informal Stage. More information is referenced in the Student Complaints Policy.</p>
<b>Loss or Damage</b>	<b>1.20</b>	<p>Subject to the provisions of the Occupiers Liability Act 1984 and the Defective Premises Act 1972 the University shall not in any circumstances incur any liability in respect of loss or damage to any person or property or otherwise, unless the loss or damage is caused by the University's negligence.</p>
	<b>1.20.1</b>	<p>The University has the right to carry out any alterations or building works at the Accommodation or on its adjoining or neighbouring property without liability for disturbance where it has used reasonable endeavours to carry out works at times likely to minimise disturbance and for as short a period as is reasonably practicable. Such reasonable endeavours may not be feasible in case of emergency, wherein this right remains protected from liability for disturbance throughout.</p>

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## 2.0 STUDENT RESPONSIBILITIES – THE STUDENT AGREES TO

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### University Rules & Regulations

2.1

The Student will comply in all respects with the following;

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2.1.1 the Terms and Conditions in this Agreement; and

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2.1.2 the 'Disciplinary Procedures for Students' which are available for review on the University website: [Disciplinary Procedures for Students](#)

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2.1.3 any proper and reasonable requests from University staff including authorised contract workers that work within or manage the Accommodation.

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**PLEASE NOTE:** Any breach of any of these Rules and Regulations could result in the termination or interruption of this Agreement. In the event of any discrepancy or contradiction between these Regulations and the University Student Disciplinary Regulations, the University Student Disciplinary Regulations shall prevail and take precedence.

### Licence Charges & Methods of Payment

2.2

The Licence Charges which include the Residence Fees and (where applicable) the Catering Licence Fee and Christmas Retainer Fee are determined annually and are described in the Licence Agreement.

There are two methods of payment:

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2.2.1 Pay in full before 6th October 2023 and receive a discount of £100 on the bill. The discount only applies to those students paying for and using a full year's Accommodation. Please note, if the Student leaves the Accommodation early the discount will be reclaimed and where there are multiple Residents in any shared room, the discount is per room and will be applied pro-rata.

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2.2.2 Pay by three instalments by Recurring Card Payment (RCP) only on the 6th October 2023, 12th January 2024 and 26th April 2024 to coincide with student loan payments. You will need to register your card on the University's payment portal to pay in instalments: <https://payments.winchester.ac.uk/payments>

No other instalment plans are possible.

**PLEASE NOTE:** The full year's cost of accommodation is split in to 3 equal instalments to coincide with payment dates of maintenance loans from Student Finance to help with your budgeting. An individual instalment payment does not cover your stay in accommodation until the next instalment date. Therefore, if you leave accommodation before the next payment date there may be a balance due to pay.

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If you terminate your licence agreement and are released from your licence charges, any balance remaining for residence fees will be set to be collected by RCP 5 days after Student Housing Services have processed any adjustment/s to your account.

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<b>Payment Date Concession if Student Loan is Delayed</b>	<b>2.3</b>	For students whose first instalment of their student loan is delayed beyond the dates above, the University will permit them to pay their Residence Fees within 10 days of receipt of their loan. Students must notify the Finance Office if their loan is delayed otherwise this arrangement will not apply and the Student will be deemed to be late in making payment and Clause 2.4 will apply.
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<b>Late Payment</b>	<b>2.4</b>	For failure to pay by the stipulated dates the 'Defaults On A Payment' procedure will apply as set out in Clause 11.0 of the <a href="#">Payment of Fees Regulations</a> (Please also see Clause 8)
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**PLEASE NOTE:** Students in particularly difficult financial circumstances should contact the Finance Department before the date on which their Licence Charges are due. In cases of financial hardship it is the responsibility of the Student to inform the Finance Department before the payment due date. The Finance Department is not obliged to make enquiries where no representations have been made. Students in financial hardship should seek advice from Student Support & Success.

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<b>Outstanding Debts</b>	<b>2.5</b>	<b><u>IMPORTANT – PLEASE READ</u></b> Late or non-payment of Licence charges for your Accommodation may result in the University taking action to terminate the Agreement as per Clause 8.1 of the Agreement (Termination for Serious Breach, Failure to Pay Licence Charges). Late or non-payment of Licence Charges may also affect any future application to reside in University Accommodation (owned or managed) and any Reference provided to private landlords and/or letting agents in the future. If you are experiencing difficulty in making payment, please contact the Finance Office as soon as possible so they can work through your difficulties with you. The University has a Debt Management Policy ' <a href="#">Payment of University Fees – Regulations</a> '.
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You can also contact Student Support & Success who may be able to assist you further via [StudentsandMoney@winchester.ac.uk](mailto:StudentsandMoney@winchester.ac.uk); [StudentAdvice@winchester.ac.uk](mailto:StudentAdvice@winchester.ac.uk)

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<b>Liability for Licence Charges for entire Period of Letting &amp; Exceptions</b>	<b>2.6</b>	The Agreement is for the duration of the Period of Letting. Accordingly, the Licence Charges which include the Residence Fee and where applicable the Catering Licence Fee and the Christmas Vacation Retainer, are payable by the Student for the whole of the Period of Letting. No refund or reduction of the Licence Charges will be made upon interruption or termination of the Agreement before the end of the Period of Letting for any reason, except as indicated in Clauses 2.6.1 – 2.6.4 inclusive below:
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**2.6.1** Where the Student ceases to be a student at the University, the University may exceptionally and at its absolute discretion refund all or part of the Licence Charges, which include the Residence Fee and (where applicable) the Catering Licence Fee and the Christmas Vacation Retainer, in a proportion commensurate with the length of time remaining in the Period of Letting, subject to a maximum of 28 Days' Notice. The Student can reduce this to a minimum of 14 Days' Notice at the time of submission of the Withdrawal Form.

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**2.6.2** Where the Student continues to be a student at the University and a suitable replacement resident is found for the Accommodation, the refund in these circumstances will be equal to the amount the replacement resident becomes liable to pay. In this circumstance, the Student is always responsible for finding a suitable replacement resident, although the University will assist where possible.

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For students residing in Single Sex accommodation, please refer to Clauses 2.30 and 2.31.

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**2.6.3** In the event of a local, national or global emergency in which the Westminster Government declares a lockdown or other direction or restriction of the movement of citizens which includes students resident in University accommodation, and students are required by Government or choose to remain in residences, full rent remains payable.

In the event of a local, national or global emergency in which the Westminster Government declares a lockdown or other direction or restriction of the movement of citizens which includes students resident in University accommodation, and students are not required by Government and choose not to remain in residences, the following terms will be triggered immediately after 21 Days from and including the formal start date of such lockdown or other direction or restriction:

Where Students leave residences but retain use and occupation of their rooms by leaving their possessions in place for a temporary period only, they enter into a **Temporary Part Interruption** and Licence Charges will become payable at 50% for the duration of the Temporary Part Interruption until and including the formal end date of the lockdown or other direction or restriction of movement as declared by the Westminster Government.

Where Students leave residences and clear their rooms and deliver up use and occupation for a temporary period only, they enter into a **Temporary Full Interruption** and Licence Charges will reduce to nil payable for the duration of the Temporary Full Interruption until and including the formal end date of the lockdown or other direction or restriction of movement as declared by the Westminster Government.

When the lockdown, direction or restriction ends, any Temporary Interruption whether Part or Full and the terms thereof will absolutely cease and determine. The Licence Charges will revert to payable at 100% and the standard terms and conditions of this Agreement will resume in full, from and excluding the formal end date as declared by the Westminster Government. If a student chooses not to return to residence the usual process for vacating resumes, consistent with Clauses 2.6-2.6.2 inclusive above.

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	<b>2.6.4</b>	Where keys to the accommodation have been returned and accepted by the University and/or key card access has been suspended for the period of any Temporary Interruption whether Part or Full for purposes including but not limited to safe keeping and responsible property management, this will not in itself constitute acceptance of surrender of the Agreement by either the University or the Student unless agreed subsequently by both parties.
<b>Absence during Period of Letting</b>	<b>2.7</b>	No refund will be made in respect of absence from the Accommodation at any time during the Period of Letting, with the sole exception of absence under the terms relating to a local, national or global emergency, for example management of Covid-19 as specified under Arrivals Concession (see DEFINITIONS) and at Clause 2.6.3 above in these Regulations.  Students are not permitted to sublet the Accommodation at any time.
<b>VAT/Council Tax</b>	<b>2.8</b>	VAT & Council Tax are applicable as per 2.8.1 and 2.8.2 below:
	<b>2.8.1</b>	At the date of this Agreement the Residence Fee for Students is exempt from Council Tax but The University reserves the right to charge for this if it becomes payable during the Period of Letting, for instance, if the Student ceases to be a Student or if there is a change in the law.
	<b>2.8.2</b>	At the date of this Agreement the Residence Fee for Students living in Self-contained flats is exempt from VAT & Council Tax as stated in 2.8.1 above, however if the Student declares a non-student partner to move into the Accommodation (Clause 2.46 refers) Council Tax may become payable for which the University will liaise with the Student about directly. The Student will be held liable and will reimburse the University any Council Tax paid by the University on their or their partners behalf.
<b>Moving in &amp; Inventory</b>	<b>2.9</b>	An inventory of condition and contents will be supplied (online) to the Student on arrival to the Accommodation. The Student should check the inventory and mark any discrepancies. The checked inventory must be submitted to the Housing Office within one week of arrival.  <b>PLEASE NOTE:</b> the inventory is a record of condition and contents of the Accommodation, NOT a maintenance reporting tool. Maintenance issues <u>must be reported separately</u> through the procedure detailed in Clause 2.10. This is an important part of the Licence Agreement as it helps to ensure charges for damage (carpet stains for example) not caused by the Student aren't charged to the Student after vacation of the Accommodation.

<b>Reporting Damage, Maintenance Issues &amp; Emergencies</b>	<b>2.10</b>	<p>The Student must promptly report all disrepair, damage, maintenance, defect or infestation affecting the Accommodation, building or contents (including broken windows) to the University as follows:</p> <ul style="list-style-type: none"> <li>➔ Go to the University of Winchester Intranet homepage</li> <li>➔ At the top of the page search 'Servicedesk'</li> <li>➔ The Student should be logged in automatically and given option tiles directing you to what to do</li> <li>➔ The Student should click on the 'Log a Maintenance request' tile then 'On-campus maintenance request' and complete the form</li> </ul> <p>If the Student incorrectly place a job they will receive a reply via this system to advise them.</p>
	<b>2.10.1</b>	<p>Any emergency issues or critical failures (i.e. flood, electrical fault, water loss, damage to firefighting equipment) that arise either during or out of normal working hours (Monday – Thursday, 8am to 5pm and Friday 8am to 4pm) must be reported by the Student to the Site Stewards, who hold the relevant out of hours Maintenance Team contact details.</p>
	<b>2.10.2</b>	<p>The Student will reimburse the University for any damage or loss caused as a result of any delay in reporting any Maintenance issues such as disrepair, damage, defect or infestation.</p>
		<p><b>PLEASE NOTE:</b> The University will not be held liable for damage to personal belongings that occurs due to the Student either delaying or failing to report disrepair, damage, maintenance, defect or infestation. The Student will use the described method of reporting Maintenance issues as by doing so they give permission for an appropriate member/s of Authorised staff to enter the Accommodation to attend to the issue (Clause 2.50 also refers), the Student will also be directly corresponded with about the timescale assigned to the issue and when it is considered to be complete.</p>
<b>Damage</b>	<b>2.11</b>	<p>The Student will reimburse the University on demand for the reasonable costs incurred by the University in repairing or replacing any damage, breakages or loss to the Accommodation, building or contents where</p>

		caused by the Student or their invited or uninvited visitors. This includes damage, breakages or loss to any Accommodation, either on or off campus.
	<b>2.11.1</b>	The Student will reimburse the University on demand the reasonable costs incurred by the University in disposal or recycling of any item damaged or broken by the Student.
		<b>PLEASE NOTE:</b> Any loss or damage will be invoiced to the Student. The non-payment of charges procedure will apply as set out in Schedule 1 (please also see Clause 8) in the case of non-payment.
<b>Illegal Activity</b>	<b>2.12</b>	The Student will not conduct any activity considered to be illegal within or surrounding any areas of the Accommodation, and will be subject to appropriate sanctions in Law, under these Regulations (see Schedule 3) and the Disciplinary Procedures for Students should they be found to do so.  <b>PLEASE NOTE:</b> The University will liaise with the Police as appropriate under this Clause.
<b>Drugs</b>	<b>2.13</b>	The Student will not bring in or use or cause to be associated with or allow to be brought into the Accommodation any illegal drugs or other substances. The Student will be subject to the Misuse of Drugs Act 1971, Drugs Act 2005, these Regulations (see Schedule 3). the Disciplinary Procedures for Students and any other relevant or subsequent legislation under this Clause  <b>PLEASE NOTE:</b> Please be advised that the University will liaise with the Police as appropriate under this clause.
	<b>2.13.1</b>	The Student will not bring in, allow to be brought in, use or cause to be associated with illegal drugs or other substances within University Managed Accommodation, any University building and on University grounds. The Student will be subject to the Misuse of Drugs Act 1971, Drugs Act 2005, Student Disciplinary Regulations and any other relevant or subsequent legislation under this Clause. The Student may also be subject to the relevant and appropriate Acts in law (Drugs Act 2005 for example) and the Disciplinary Procedures for Students. <b>Disciplinary Procedures for Students:</b> <a href="#">Disciplinary Procedures for Students</a> <b>Drug &amp; Alcohol Policy (students):</b> <a href="#">Drug and Alcohol Policy (Students)</a>
	<b>2.13.2</b>	The Student will not bring in, allow to be brought in, use or cause to be associated with equipment or paraphernalia deemed to be associated with or that could be used for the manufacture, import or export or use of illegal drugs or other illegal substances including cannabis within University Managed Accommodation, any University building and on University grounds.
	<b>2.13.3</b>	The Student will not bring in, allow to be brought in, use or cause to be associated with any prescription substances without a valid prescription, or any equipment or paraphernalia that could be used for the manufacture, import or export or use of prescription substances within University Managed Accommodation, any University building and on University grounds.
	<b>2.13.4</b>	Psychoactive substances (including any substances known as legal highs) or paraphernalia are not permitted within the Accommodation, and if found to be considered illegal at the time of discovery will be dealt with as per Clause 2.13.

	<b>2.13.5</b>	The Student will not bring in, allow to be brought in, use or cause to be associated with any equipment or paraphernalia that could be used for the manufacture, import or export of psychoactive substances (including any substances referred known as legal highs), or be found in possession with the intent to supply, import or export a psychoactive substance within University Managed Accommodation, any University building and on University grounds. The Student will be subject to the Psychoactive Substances Act 2016 under this Clause.
<b>Firearms, Weapons etc.</b>	<b>2.14</b>	<p>The Student will not bring in or use or cause to be associated with or allow to be brought into the Accommodation any firearms (including airguns) shotguns, replicas, live or used ammunition of any kind, offensive weapons or any other dangerous items including knives, swords and axes. This includes all items of weaponry which may be used in re-enactment such as airsoft guns of any type or improvised or manufactured paintballing guns.</p> <p><b>PLEASE NOTE:</b> This regulation applies to every Student Resident even if the Resident is a member of a Student Union society and organising or participating in activities including any of the items stated above.</p>
<b>Flammable Items (candles etc.)</b>	<b>2.15</b>	<p>The Student will not light within the Accommodation any candles, joss sticks, oil burners, fireworks or other known flammable items.</p> <p><b>PLEASE NOTE:</b> This includes candles on cakes or in pumpkins and any other lantern arrangement.</p>
<b>Pressurised gas canisters/Fuel containers</b>	<b>2.16</b>	<p>The Student will not bring in, allow to be brought in, use or cause to be associated with any fireworks, fuel containers and pressurised gas storage containers for example; Nitrous oxide gas canisters within University Managed Accommodation, any University building and on University grounds.</p> <p><b>PLEASE NOTE:</b> Deodorant canisters are acceptable however if misused will be considered a breach of this Agreement.</p>
		<p><b>PLEASE NOTE:</b> If any member of Authorised Staff has reasonable grounds to suspect that the Student may be in breach of Clauses 2.12 to 2.16, the Site Stewards have the authority to undertake searches within the Accommodation. Students would normally be present or be contacted to give consent for the search to be undertaken. Where the Student prefers not to give consent the Police may be called to undertake the search. Please be aware that the University will liaise with the Police as appropriate under this Clause. The University reserves the right to remove any of the items referenced generally or described specifically in Clauses 2.12 to 2.16 found in the Accommodation. These items may be stored by University staff until the end of the Period of Letting or in the case of illegal items including drugs, handed over to the Police.</p>
<b>Pets</b>	<b>2.17</b>	<p>The Student will not keep, nor give access to, animals of any kind in the Accommodation or elsewhere in the building in which the Accommodation is situated, or in any 'garden' area.</p> <p>If found, any animal will normally be removed by authorised staff to an area designated by Student Housing Services. The Student will be required to make arrangements to rehome the animal within a reasonable amount of time, as specified by Student Housing Services. The amount of time given will depend on various factors including but not limited to the type of animal, its health and any potential risk it may pose to other</p>

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residents of the Accommodation, the Accommodation itself or University staff. If the Student does not make the appropriate arrangements within the timescales given, the University may make arrangements to rehome the animal. The Student will reimburse the University for any reasonable cost incurred by the University in caring for or re-homing any animal found in the Accommodation.

**PLEASE NOTE:** If the Student had a proven need to have a registered guide dog with them for e.g. this would be managed under our Additional needs process, the Student must declare this in advance of accepting an Accommodation offer and must comply with the University's processes.

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**Smoke Free Environment**      **2.18**

The Student will not smoke any substance or e-cigarette in any part of the Accommodation, on balconies or immediately adjacent to the Accommodation.

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- 2.18.1** E-cigarettes ('vapes') pose a serious fire hazard and are subject to the following restrictions if brought into the Accommodation:
- any equipment associated with these should be marked with a 'CE mark' to show that it has been tested to an approved standard.
  - they must not be left alone whilst being recharged.
  - they must be charged on a clean flat surface, away from any flammable items such as clothes and bedding
- Further information about using e-cigarettes safely can be found online here:  
[Take charge of battery safety when using e-cigarettes](#)

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- 2.18.2** Students and their visitors are permitted to smoke **outside** of residential buildings subject to the following:
- Smokers must ensure that smoke is not blown or drawn into any University building and does not inconvenience other people.
  - Smoking on balconies forming part of the Accommodation is specifically prohibited.
  - The University reserves the right to restrict smoking to specific areas adjacent to the residences as necessary.
- Further information about how to dispose of cigarettes safely can be found online here:  
[How to Dispose of Cigarettes \(the right way\)](#)

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**PLEASE NOTE:** University staff work in the Accommodation and have a right to work in a smoke-free environment. Anyone found smoking in the Accommodation could be liable to a fixed penalty fine and possible criminal prosecution in accordance with the 'Smoke free (Premises and Enforcement) Regulations 2006". The University Smoke Free Policy can be found on the University Intranet.

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## Safety & Security

**In the interests of maintaining the safety and security of the Student, other residents of the Accommodation, staff, the Accommodation itself or its neighbours, the Student will:**

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**Security**      **2.19**

Ensure that entrance doors to the Accommodation and the building within which the Accommodation is situated are kept properly secured.

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	<b>2.19.1</b>	comply immediately with the requests and directions of University staff where these relate to Security.
	<b>2.19.2</b>	not admit strangers to the Accommodation or the building in which the Accommodation is situated without checking the identity and the purpose of such visitors.
	<b>2.19.3</b>	adhere to the Terms and Conditions of the student campus card and key supplied to the Student, with particular reference to not granting possession of these to any other person.
	<b>2.19.4</b>	report to the duty Site Steward any thing, person or behaviour they are suspicious of.
		<b>PLEASE NOTE:</b> All Authorised Staff will always carry with them identification badges bearing a photograph. If entrances to the Accommodation are persistently left unsecured, this will be considered as a breach of this Clause and administrative action may be taken that could include a warning and a charge (see Schedule 3). The Student shall (unless the Student or University is shown to be solely responsible for leaving entrances unsecured) be jointly responsible for this breach along with the other residents responsible for the entrance concerned.
<b>Health &amp; Safety</b>	<b>2.20</b>	<p>The Student will comply with the University's Health and Safety Policy, copies of which may be obtained from the University home webpage; <a href="#">Health &amp; Safety Policy</a></p> <p>The student will comply with guidance given by the University for the healthy and safe management of health related concerns; <a href="#">Infectious Disease Management Information</a></p> <p>In addition, the Student will:</p>
	<b>2.20.1</b>	comply immediately with the requests and directions of University staff where these relate to Health or Safety, reference to which within any Clause throughout these Regulations always includes all aspects and activities of the healthy and safe management of a health emergency.
	<b>2.20.2</b>	not obstruct exits, stairways, corridors and other passage ways (including bedroom, kitchen, bathroom and flat doors) and ensure that all electrical equipment cables are kept tidy and safely away so not to hinder access / egress to themselves, other residents or staff.
	<b>2.20.3</b>	not keep bicycles inside the Accommodation.
		<b>PLEASE NOTE:</b> no bicycle, howsoever regarded as valuable, may be kept anywhere within the Accommodation. Limited cycle storage facilities are available at the Student's own risk.



	<b>2.20.4</b>	not tamper with or purposefully break window restrictors in place on windows within the Accommodation, and will promptly report any breakages to these as per Clause 2.10.
		<b>PLEASE NOTE:</b> The University, in compliance with the Health and Safety at Work Act 1974, operates a Health and Safety Policy, and ensures, as far as is practicable, that its buildings, plant and safety arrangements comply with statutory requirements.
<b>Social Distancing</b>	<b>2.20.5</b>	The Student must adhere to any Social Distancing guidance as regulated by the Westminster Government and supported by the University of Winchester.
		<b>PLEASE NOTE:</b> Where variations occur across different regions in the UK, the rules and regulations for the region in which the University of Winchester is located will be adopted.
<b>Electrical Appliances</b>	<b>2.21</b>	The Student will not make any alteration or create damage to any University owned electrical equipment, and will:
	<b>2.21.1</b>	not change any light bulb or lamp shade in the Accommodation. If there is a fault with the lighting system supplied by the University the Student must report this as per Clause 2.10.
	<b>2.21.2</b>	not use any form of radiant fire, convector (i.e. heater/fan) or electric blanket anywhere within the Accommodation, as these may overload the electrical system in the Accommodation or threaten the integrity of any Fire Certificate which has been granted to the building within which the Accommodation is situated. If there is a fault with the heating system supplied by the University the Student must report this as per Clause 2.10.
	<b>2.21.3</b>	not bring into and use personal fridges or freezers in the Accommodation without written permission from Student Housing Services. Permission for medical or small fridges for medical needs may be granted or can be provided by the University, for Students who declare and provide evidence of a medical requirement for these.
	<b>2.21.4</b>	not use any kitchen appliances anywhere other than in the communal kitchen within the Accommodation, as this may overload the electrical system in the Accommodation or threaten the integrity of any Fire Certificate which has been granted to the building in which the Accommodation is situated. This includes (but is not limited to); kettles, toasters, rice cookers or grills. Such items may be stored in the Accommodation but not used in a study bedroom (i.e. not be found to be plugged in or operating).
	<b>2.21.5</b>	reasonably restrict the amount of personal cooking equipment brought into the Accommodation. All personal cooking utensils and appliances brought in to the Accommodation should be kept tidily so as not to cause an

		obstruction to other users of the communal facilities and not to overload the electrical systems of the communal facilities.
	<b>2.21.6</b>	The Student will not store or charge any electric vehicle, including scooters or bikes in any area of the Accommodation.
		<b>PLEASE NOTE:</b> The University reserves the right to remove any items found in the Accommodation it reasonably deems to be in breach of this Agreement and any such breaches will be dealt with per Clauses; 6, 7, 8 of these Regulations.
<b>Appliance Safety/PAT Testing</b>	<b>2.22</b>	<p>Ensure that any electrical equipment they bring into the Accommodation at any time during the Period of Letting is safe to use.</p> <p>In addition, the Student will comply with the 'Portable Appliance Testing Policy', available here on the 'Building Compliance' section of the Health &amp; Safety page: <a href="#">Portable Appliance Testing</a></p> <p>The University, in accordance with the Electricity at Work Regulations 1990 and the Electrical Equipment (Safety) Regulations 1994 must ensure all electrical equipment used on its premises (including residential buildings owned or managed by the University) is PAT tested for safety. Therefore the University will PAT test all equipment brought into the Accommodation by students. Should a restricted electrical item, such as those referred to in Clause 2.21, be PAT tested and pass, The University still reserves the right to remove it as per Clause 6.3.</p> <p>Portable equipment is defined as an appliance of less than 18kg in mass that is intended to be moved whilst in operation or an appliance which can easily be moved from one place to another. This includes but is not limited to computers, laptops, tablets, phone chargers, printers, TVs, hair dryers/straighteners, Hi-Fi equipment (including decks), kettles, toasters, vacuum cleaners, table lamps, microwaves etc.</p> <p>For items bought into the Accommodation after the testing period, it will be the Students responsibility to request for the items to be tested.</p>
<b>Removal of Dangerous Items</b>	<b>2.23</b>	<p>The University reserves the right to remove any item of electrical equipment that has either failed a PAT test or is deemed to be a health and safety risk by University Staff. Any such items will be stored by the University staff until either the end of the Period of Letting or after early surrender of the Accommodation. It remains the responsibility of the Student to arrange collection of items from the University.</p> <p><b>PLEASE NOTE:</b> During authorised room or communal area access by authorised staff if any electrical item is seen not to be PAT tested the item will be removed for testing and returned within 48 hours if fit for purpose. Students will either be made aware of this in person or via a note left by the staff member removing the item. It will be the Students responsibility to claim any items held in storage at the end of the Period of Letting, any items not collected within 7 days of vacation of the Accommodation may be disposed of. The Student will reimburse the University for any reasonable costs incurred in disposal.</p>

<b>Fire Safety Rules</b>	<b>2.24</b>	<p>Adhere strictly to the fire safety rules for the building in which the Accommodation is situated, copies of which are posted in each flat/house/hall, information on which is in the Student Resident guide to on campus accommodation and any ad hoc correspondence on this matter.</p> <p><b>In addition to this the Student will:</b> ensure that all corridors, walkways, stairwells and any other access point in and out of bedrooms, flats and buildings are free from obstruction to allow a clear exit path in the event of a fire or any other emergency.</p>
	<b>2.24.1</b>	Comply immediately with the requests and directions of University staff where these relate to Fire Safety.
	<b>2.24.2</b>	Respond positively to all Fire alarms by vacating the Accommodation promptly on all occasions including Fire drills.
<b>Fire Safety Equipment</b>	<b>2.25</b>	<p>Not interfere in any way with any firefighting equipment such as fire extinguishers, alarms, fire doors (including not propping open fire doors such as bedroom and kitchen doors), fire door self-closing devices or any other safety equipment and information notices e.g. Fire Exit direction signs installed in the Accommodation.</p>
	<b>2.25.1</b>	Ensure that fire doors (including bedroom and kitchen doors) are kept closed at all times whilst always ensuring that fire doors and self-closing devices are not tampered with in any way. Any faults or damage to such doors or devices must be reported immediately – please refer to Clause 2.10 and Clause 2.10.1.
	<b>2.25.2</b>	Ensure that nothing is affixed to fire doors, including kitchen and study bedroom doors, such as posters, stickers door hangers (including those which are hung over the top of the door) and coat hangers, which may significantly reduce the ability of the fire door to protect you in the event of a fire emergency.
	<b>2.25.3</b>	Ensure that no rug, door stop or similar item is able to obstruct the safe closure of any fire door, including kitchen and study bedroom doors, or the safe and easy evacuation from any room in the event of a fire emergency.
		<p><b>PLEASE NOTE:</b> it is a <b>CRIMINAL OFFENCE</b>, which can lead to prosecution, to misuse the fire alarm system or the fire-fighting equipment (this includes but is not limited to covering smoke/heat detectors). It is also regarded as a serious breach of these Regulations and could result in termination of the Agreement and will be dealt with in accordance with the University's Disciplinary Procedures for Students. Substantial charges may be incurred for damage to these items – cost for repair or replacement will be charged individually or to all residents of the relevant Accommodation, depending on who is responsible.</p>

## Respect for Others & the Living Environment

In the interests of maintaining a positive, safe and secure living environment in addition to the wellbeing of other residents of the Accommodation, Staff, Visitors and Neighbours, the Student will:

<b>Noise</b>	<b>2.26</b>	Refrain from excessive noise at any time and in particular between the hours of 2300 and 0800 (moderately quiet Accommodation) or 2230 and 0800 (quiet Accommodation).
<b>Ball Games &amp; other Outdoor Activities</b>	<b>2.27</b>	Refrain from playing ball games and other noisy outdoor activities inside the Accommodation. Such ball games and activities must always be carried out in accordance with the latest campus advice; <a href="https://unimailwinchester.ac.sharepoint.com/sites/intranet#/start/about-us/health-and-safety/pandemic-management?lang=en-gb">https://unimailwinchester.ac.sharepoint.com/sites/intranet#/start/about-us/health-and-safety/pandemic-management?lang=en-gb</a>
		<b>PLEASE NOTE:</b> There are outside areas that can be used for this purpose and the Student should always be mindful of their proximity to buildings, be it other Accommodation, offices or teaching buildings, and ensure they do not cause a disturbance to those using these buildings or damage to the buildings. If the Student causes damage to any Accommodation building Clause 2.11 will apply.
	<b>2.27.1</b>	Not use drones or any similar mobile image or video capturing device without the prior consent of the Housing Manager or Security Manager.
<b>Parties &amp; Sound Reproduction Systems</b>	<b>2.28</b>	Not hold, permit, or participate in any party in the Accommodation, or in the building containing the Accommodation, or the grounds at any time.
	<b>2.28.1</b>	Not bring into the Accommodation nor use high-capacity sound reproduction systems, which may be removed from the Accommodation by Authorised Staff in conjunction with Clause 6.3 below.
	<b>2.28.2</b>	Note that small individual barbeques or outdoor informal gatherings might be permitted, subject to prevailing health and safety requirements. Permission must be sought from the Site Steward on duty who must be informed of the Accommodation and timings involved. The Student campus card of the Student holding the barbeque or gathering will be surrendered to the Site Steward for the duration of the gathering and that Student will be held responsible for the gathering and its conduct. Disposable barbeques must not be put on University furniture at any time. Barbeques or gatherings will only be permitted on specific areas of the campus.
<b>Anti-Social Behaviour</b>	<b>2.29</b>	Refrain from any behaviour which may endanger the safety of or be construed or perceived as harassment, bullying, nuisance, annoyance, anti-social behaviour or discriminatory behaviour towards any other residents of the Accommodation, University staff or its' agencies or contractors or any neighbouring properties or services by whatever means, but in particular by reason of or reference to any other person's gender, race,

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colour, nationality, religion, disability or sexuality. Methods of exhibiting such behaviours, which may include but are not limited to verbal, physical (either to person or belongings) or via online activity, may be considered a breach of this Clause.

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- 2.29.1** Ensure absolutely that all advice and guidance provided by the University in these Regulations, the Student Resident Guide to Housing, the Housing Service web and Intranet pages, posters in Accommodation and any subsequent communications throughout the Period of Letting on the topic of healthy and safe management of any health issue or emergency is strictly observed. This includes any ad hoc advice and instruction given by members of staff throughout the Period of Letting.

**PLEASE NOTE:** Anti-Social Behaviour relating to the healthy and safe management of infectious diseases places the residential community and the wider University Community at significant risk and will always be considered as a breach of these Regulations.

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- 2.29.2** Adhere to Social Distancing Guidelines as regulated by the Westminster Government and supported by the University of Winchester.

**PLEASE NOTE:** Where variations occur across different regions of the UK, the rules and regulations for the region in which the University of Winchester is located will be adopted.

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- 2.29.3** Not put up posters or other pictorial representations (including videos, symbols and iconography) which depict explicitly matters of a violent or sexual nature may cause offence to other residents, members of the University or legitimate visitors to the Accommodation and its shared facilities. Accordingly, the Student must refrain from displaying such material in the Accommodation and shared facilities. In the event of any dispute or doubt as to whether any material offends this Clause, it will be resolved by a member of Housing Services staff, whose decision will be final.

- 2.29.4** Not remove property from neighbours that does not belong to the Student and bring it into the Accommodation (which could include, but is not limited to removing building site equipment from sites or road sides, wheelchairs from the Hospital, or shopping trolleys from Supermarkets). This will be considered a breach of this Clause in addition to being a nuisance to our neighbours and also theft.
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- 2.29.5** Not urinate or defecate in any area other than a lavatory. This includes but is not limited to urinating/defecating in public spaces on or neighbouring University property and in equipment provided in the Accommodation, belonging to other Residents of the Accommodation or owned/utilised by authorised staff.
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**PLEASE NOTE:** In addition to any action taken by the Police and under the University's Student Disciplinary Regulations, action may be taken under the terms of this Clause.

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<b>Visitors/ Overnight Visitors</b>	<b>2.30</b>	Be held responsible at all times for the conduct of any visitors they bring onto campus or into the Accommodation. This includes reimbursing the University for any reasonable costs for damage or loss or other costs incurred by the University as a result of visitor behaviour, the Student would be invoiced for any damages arising.
	<b>2.30.1</b>	The University reserves the right to prohibit visitors or guests to any part of its premises (including the Accommodation) at any time. <b>See Clause 2.30.7 below.</b>
	<b>2.30.2</b>	The Student will not leave any visitor or guest alone in the Accommodation or give them keys or campus card access to the Accommodation. If a visitor or guest is found to be alone they may be asked to vacate the Accommodation and any keys or campus card confiscated by University staff
	<b>2.30.3</b>	The Student may occasionally accommodate an overnight guest (which includes other University students resident in Halls) in the Accommodation at weekends only. (Friday, Saturday and Sunday nights) The visitor will be signed in by the Student with the Site Stewards which can be done via phone, or via a booking system provided by Student Housing Services.
	<b>2.30.4</b>	Visitors to the Accommodation during the week (Monday – Thursday) will be considered an overnight guest if they are found in the Accommodation past 11pm, and as such the Student may be held in breach of Clause 2.30.3.
	<b>2.30.5</b>	Overnight visitors under the age of 16 are not permitted at any time.
	<b>2.30.6</b>	The Student may not accommodate an overnight visitor aged 16 or 17 without first obtaining written permission from the Housing Manager (On Campus), Student Housing Services Manager, Head of Housing & Security or Director of Estates and Facilities Services. If permitted, the visitor will be signed in by the Student at the Site Steward Office for weekend visits only (Friday, Saturday and Sunday nights). The Student will not allow any visitor under the age of 18 to visit any licenced premise.
		<b>PLEASE NOTE:</b> Visitors and guests may be restricted as outlined within this Clause in order to maintain a positive living environment for fee paying resident students, so they are comfortable and confident in their safety and security within their Accommodation, and are able to use the facilities without persistent restriction by those who do not live in the Accommodation.
	<b>2.30.7</b>	The University reserves the right to prohibit visitors to any area of Accommodation at any time. <b>PLEASE NOTE:</b> In the event of a local, national or global emergency, where the Westminster Government has put measures in place to restrict movement, the University may restrict visitors moving between all University residences and may prohibit visitors attending from outside of the accommodation.

<b>Visitors in Single Sex Accommodation</b>	<b>2.31</b>	In order to preserve the comfort of all Students residing within accommodation which has been designated 'single sex' and in addition to Clause 2.30;
	<b>2.31.1</b>	The Student will not be permitted to have visitors or guests of the opposite sex in the accommodation between 10pm-10am on any day.
	<b>2.31.2</b>	The Student will not be permitted to transfer their licence agreement to a student of the opposite sex.
		<b>PLEASE NOTE:</b> As per Clause 2.50, Authorised Staff (male and female) will access the accommodation in order to undertake their job role.
<b>Condition of the Accommodation and Loss/Damage</b>	<b>2.32</b>	<p>Not cause damage to or loss of any University property in the Accommodation. The Student will be responsible for any loss of or damage to any University property in the Accommodation either on or off campus for the duration of the Licence Agreement (whether caused wilfully or through negligence). The Student shall (unless the Student or University is shown to be solely responsible for any loss or damage) be jointly responsible for loss of or damage to University property in areas of the Accommodation used in common with other residents for the duration of the Licence Agreement.</p> <p>Any costs for loss or damage will be invoiced to the Student. The non-payment of charges procedure will apply as set out in Schedule 1 (please also see Clause 8) in the case of non-payment.</p>
<b>Communal Cleanliness</b>	<b>2.33</b>	<p>Keep the Accommodation, and all furniture, furnishings, fixtures, fittings, decorations and shared facilities clean, tidy and in good condition.</p> <p><b>In particular, the Student will:</b></p>
	<b>2.33.1</b>	ensure that kitchens and other communal spaces are kept clean and tidy and work with other residents to achieve this.
	<b>2.33.2</b>	ensure that kitchen equipment, including cooking utensils, crockery and cutlery, is washed and stored immediately after use. Spillages in fridges and on cookers must be cleaned immediately. Fridges and freezers must be defrosted regularly.
	<b>2.33.3</b>	make efforts to recycle as much waste as is reasonably practicable – See Clause 2.33.5 below.
	<b>2.33.4</b>	be responsible for the removal of personal, kitchen and food waste rubbish to exterior bins on a daily basis for the duration of the Period of Letting. Rubbish must be removed to the external bins situated in compounds around the West Downs Student Village, Queens Road Student Village and Burma Road Student Village or outside main entrances in any other halls at the University.

	<b>2.33.5</b>	<p>be responsible for the removal of personal and kitchen recyclable items for the duration of the Period of Letting in line with guidance provided regarding what can and cannot be recycled. Recycling must be removed to the external bins situated in compounds around the West Downs Student Village, Queens Road Student Village and Burma Road Student Village or outside main entrances in any other halls at the University.</p> <p><b>PLEASE NOTE:</b> Charges may be applied for persistent contamination of Recycling bins (see Schedule 2).</p>
	<b>2.33.6</b>	<p>ensure that all reasonable requirements advised from time to time through electronic communication, posters and information placed in the Accommodation or delivered by members of staff in relation to cleanliness required to ensure healthy and safe management of all Residential spaces are adhered to.</p> <p><b>PLEASE NOTE:</b> Where cleaning is provided, Domestic staff aim to clean shared toilets and showers, kitchens and communal spaces, corridors, lifts and stairs twice a week. These areas may not all be cleaned on the same days. Residential Supervisors may also issue warnings for poor cleanliness and report these to Student Housing Services , who may issue written warnings to all residents in the case of shared facilities (please see Schedule 2).</p>
<b>Accommodation Inspections and Cleanliness</b>	<b>2.34</b>	<p>The Accommodation will be inspected throughout the year on dates indicated on Housing Wall Planners in all kitchens. Students whose Accommodation fails to meet the required standard at these times will be issued a written warning. Should The Student fail the following inspection, charges for extra cleaning may be levied to cover the cost of external cleaners brought in to return the room to a satisfactory condition.</p> <p><b>PLEASE NOTE:</b> Maintenance issues or other breaches of the Agreement will be reported if found during these room inspections, for example any breaches of Fire safety or Health and Safety on which Housing will take the appropriate action. Maintenance will attend to resolve any Maintenance reports made by staff from these inspections without prior notice to the resident.</p>
<b>Cleanliness Breaches</b>	<b>2.35</b>	<p>If at any time the Accommodation is found, in the reasonable opinion of the University, to be in such an unclean condition as to cause a breach of the Agreement, the University may provide a warning to the Student(s) and/or having given Notice to the Student(s), employ cleaners to remedy the breach, the costs of which will be met in the case of the Accommodation by the Student or in the case of shared facilities in equal share by the Student and the other residents who have use of those shared facilities.</p> <p>Please refer to Schedule 2 for guidance on potential costs.</p>
<b>Alterations</b>	<b>2.36</b>	<p>Not make any alteration or addition to the Accommodation or any other parts of the building in which the Accommodation is located, nor the grounds, nor cause any damage therein.</p>
<b>Changing decor</b>	<b>2.37</b>	<p>Not affix, without the prior written consent of the University, any aerial, cupboard, bookcase, shelf, picture or other fixture to the walls or woodwork of the Accommodation, and not carry out any redecoration of the Accommodation.</p> <p><b>PLEASE NOTE:</b> If any items within the room are damaged or not usable, the Student must report the problem via Servicedesk as prescribed in Clause 2.10 to allow the University opportunity to repair or replace the item.</p>
<b>Notices</b>	<b>2.38</b>	<p>Not display or permit to be displayed on or in the Accommodation any advertisement, notice, bill or nameplate without first seeking permission from the Housing Manager (on campus).</p>



		<b>PLEASE NOTE:</b> Permission will not be granted to display any permanent advertisement, notice, bill or nameplate or anything that depicts explicitly matters of a violent or sexual nature that may cause offence to other occupiers of the Accommodation or legitimate visitors to the Accommodation and its shared facilities.
<b>Blu/white tack/tape</b>	<b>2.39</b>	Will not affix drawing pins, staples, sticky tape, Blu-Tack, White-Tack, hook or other similar substances or adhesives to the walls, ceilings, windows or doors of the Accommodation, but shall use only the notice boards provided. <b>PLEASE NOTE:</b> Breach of this Clause resulting in damage to the paintwork will make the Student liable for the redecoration cost and a reasonable administrative charge (see Schedule 2).
<b>Overflow</b>	<b>2.40</b>	Not allow baths, basins, sinks or storage systems to overflow.
<b>Blockage</b>	<b>2.41</b>	Keep all gulleys, waste pipes and drains free from blockages including not putting anything harmful or that is likely to cause a blockage down these. This includes keeping shower drains clean of material build-up such as hair. <b>PLEASE NOTE:</b> Any problem associated with this Clause must be reported as prescribed in Clause 2.10 to prevent further issues which may impact on other study bedrooms, such as leaks from overflowing drainage
<b>Telephones</b>	<b>2.42</b>	The telephone system in the Accommodation is for the convenience, safety and security of residents, and is for internal, incoming and (except for payphones) non-chargeable outgoing calls only. Use or abuse of the system which results in costs to the University will incur an administrative charge and any charges will be met by the Student.  <b>PLEASE NOTE:</b> The Student shall not enter into any agreement with another provider during the period of the Licence Agreement and should explain to any unsolicited door step callers that the University is responsible for the telephone system and all arrangements relating to and any further contact should be made with Student Housing Services in the first instance.
<b>Removal of University Property</b>	<b>2.43</b>	Not remove from the Accommodation any furnishings, fixtures or other property belonging to the University.
<b>Bringing items into the Accommodation</b>	<b>2.44</b>	Not bring any furniture or furnishings (including curtains and lampshades) into the Accommodation. Any rearrangement of the furniture or furnishings must comply with safety standards. At the end of each term, the Student must return the furniture and furnishings in the Accommodation to the same position they were in at the commencement of the Agreement.

## Use of the Accommodation

**The Agreement permits the Student and none other to reside the Accommodation for the Period of Letting.**

<b>Subletting</b>	<b>2.45</b>	The Student is not permitted to sub-let the Accommodation at any time.
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<b>Cohabitation</b>	<b>2.46</b>	The Student is not permitted to allow anyone to cohabit with them in the Accommodation at any time.
	<b>2.46.1</b>	<p><b>Exception:</b> Student residents in the one or two bedroom self-contained flats may have cohabitees with the permission of the University. This must be a partner and the Student must declare any cohabitees on the 'Declaration of Cohabitees in University Flats' form within 7 days of them moving in. Cohabitees will be required to show proof of identification to Student Housing Services and to declare that they do not have any criminal convictions or entitlement to Accommodation from The University of Winchester. If non-student partner moves in this may make the flat liable for Council tax, please refer to Clause 2.8 for liability expectation if this occurs.</p> <p>If the Student does not declare the partner within 7 days, the University reserves the right to ask them to vacate the Accommodation within an appropriate notice period.</p> <p>If the Student has child/children they will be asked to provide their names and ages and emergency contact arrangements should the Student be unable to care for them for any reason.</p>
<b>Business Use</b>	<b>2.47</b>	The Student must not carry out any profession, trade or business from the Accommodation or shared facilities.
<b>Changing Accommodation</b>	<b>2.48</b>	<p>In exceptional circumstances, and at the discretion and only ever with the agreement of the Housing Manager On Campus or the Student Housing Services Manager, the Student may, at the Student's request, change Accommodation to other Accommodation provided by the University during the Period of Letting. In such a case the Student may be required to sign a further agreement with the University and pay a charge of £40 in respect of the administrative costs incurred by the University.</p> <p>To allow students to acclimatise and settle into their accommodation and to form their Households, we will not offer any transfers, aside from emergencies, for the first 4 weeks from 09<sup>th</sup> September 2023.</p> <p><b>PLEASE NOTE:</b> Any change of Accommodation without the appropriate permission will be considered a breach of this Clause, as well as those that govern Health and Safety within the Accommodation, such as Clauses 2.19, 2.20, 2.24, 2.29.1, 2.29.2 and 2.33.5. No changes of Accommodation will be authorised within the first four weeks of the commencement of the Period of Letting and changes of accommodation are normally between the same licence types (catered to catered, UMH to UMH for example) unless a student can provide evidence of significant extenuating circumstances to the Housing Managers.</p>
<b>Post</b>	<b>2.49</b>	The Student will not send/direct any post/mail to the Accommodation until after they have checked in, any post that arrives before the Period of Letting may be returned to sender where possible.
	<b>2.49.1</b>	The Student will not allow the Accommodation address to be used by anyone other than the Student granted permission to reside, any such post/mail received by The University may be returned to sender where possible.

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## Other Responsibilities

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### Access to the Accommodation by Authorised Staff

**2.50** Authorised Staff will access the Accommodation in accordance with the following routine activities and guidance.

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**2.50.1** Undertaking cleaning and inspections of the Accommodation (usually by Cleaners and their Supervisors).

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**2.50.2** Undertaking routine visits as per their job role (Housing Staff, Residential Assistants, Wardens, Security), which may include the investigation of potential breaches of these Regulations.

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**2.50.3** Undertaking routine and emergency inspections and repairs (Maintenance and/or their nominated contractors).

**PLEASE NOTE:** The Student must be aware that by having reported a maintenance issue, they have given permission for an appropriate member of Authorised Staff, or a contractor, to attend and enter the Accommodation to investigate and or rectify the fault, without the Student being present at the time/s of attendance.

The Student must also be aware that if a Maintenance report is placed with the Student's knowledge and on their behalf by an appropriate member of staff, the Student has given permission for a relevant member of Authorised Staff, or a contractor, to attend and enter the Accommodation to investigate and or rectify the fault, without the student being present at the time/s of attendance.

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**2.50.4** Undertaking checks on the welfare of students (Housing Staff, Residential Assistants, Wardens, Security, Student Services).

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**2.50.5** Undertaking visits to accommodation in line with the University's Student Recruitment activity (Recruitment and Marketing staff).

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**2.50.6** Notice will be given where the visit is required to the Student's study bedroom, where the requirement is outside the provisions of Clauses 2.50.1, 2.50.2, 2.50.3, 2.50.4.

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**PLEASE NOTE:** The Student should ensure the Accommodation is safe for access at all times in accordance with Clause 2.20. Authorised Staff will always carry with them identification badges bearing a photograph. A list of Authorised Staff is available on the Student Housing section of the Intranet. The Accommodation will always be left secure after access by any Authorised Staff, including the locking of a study bedroom if it was found to be unlocked on attendance. In this instance if the Student became locked out the Site Stewards could be called for access. Authorised Staff will adhere to Social Distancing guidance and any breaches of this must be reported to the University.

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<b>Access to Accommodation by Emergency Services</b>	<b>2.51</b>	The Emergency Services (Police, Fire and Ambulance) have a right to enter the Accommodation if responding to an emergency call or if invited or authorised to enter the Accommodation by any Authorised Staff or other residents.
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**PLEASE NOTE:** If the Student requests the attendance of an Emergency Service, the Student must make the Site Stewards aware of this by calling 01962 827666.

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<b>Parking</b>	<b>2.52</b>	The Student will comply with the University Parking Regulations (available on the 'Travel and Transport' section of the University Intranet 'Information bank'), and as such will not park any motor vehicle on any premises belonging to the University at any time, except in the case of disabled students displaying disabled persons badges in their vehicle, or families with exceptional circumstances and who have the explicit permission of the University.
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**PLEASE NOTE:** Occasional parking for visitors of Students can be arranged by registering details with the Site Stewards. Cars not registered, or parked in non-approved areas will be issued with a civil penalty notice. Please see the University Parking Regulations (available on the 'Travel and Transport' section of the University Intranet 'Information bank') for more details: <https://intranet.winchester.ac.uk/information-bank/car-parking-and-travel/SitePages/Home.aspx>

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<b>Personal Property</b>	<b>2.53</b>	Except in cases of proven negligence, neither the University nor any of its employees will be liable for the loss of or damage to, the Student's personal property in the Accommodation or on any University premises.
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**PLEASE NOTE:** Students are strongly recommended to obtain adequate insurance for their personal property, including but not limited to bicycles.

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<b>Insurance</b>	<b>2.54</b>	The Student will not do or allow to be done anything which may invalidate or increase the premium of any policy of insurance in respect of the Accommodation or the building in which the Accommodation is situated.
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## Checking Out

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<b>End of Period of Letting</b>	<b>2.55</b>	<p>The Student will comply with the checking out procedure. Departure information is sent to the Student via email or poster in the Accommodation and includes leaving the Accommodation in the same state of cleanliness it was found on arrival, removing all rubbish and waste from the Accommodation, returning furniture and fittings to their original positions and locking the study bedroom door and House/Flat/Hall front door on vacation.</p> <p>Keys (including kitchen cupboard and post box keys for Burma Road) must be signed in at the University Main Reception, Student Housing Services or with the University Site Steward offices.</p>
<b>Early Vacation/ Surrender of Accommodation</b>	<b>2.56</b>	<p>If the Student chooses to check out before the end of the Period of Letting, they will at the point of departure surrender their right to re-enter the Accommodation.</p> <p>If the Student wishes to re-enter communal areas of the Accommodation in order to fulfil their joint obligations under these Regulations, they should either liaise with other residents of the Accommodation or with Student Housing Services.</p> <p><b>PLEASE NOTE:</b> No refund of the Licence Charges will be made if the Student chooses to check out of the Accommodation early.</p>
<b>Unclaimed Property</b>	<b>2.57</b>	<p><b>PLEASE NOTE:</b> Failure to comply with check out procedures will entitle the University to levy an administrative charge, without prejudice to any right or action accrued to the University in respect to damage to or loss of University property for which the Student is responsible during the Period of Letting. Failure to surrender keys when requested to do so or on vacation of the Accommodation or due to loss will result in a charge as detailed in Schedule 2 of these Regulations.</p> <p>The University reserves the right to dispose of any personal property left at the Accommodation after the Student has checked out.</p> <p><b>2.57.1</b> The University will not accept any liability for damage or loss of property arising from the disposal of such property, and the Student will reimburse the University on demand, the reasonable costs incurred by the University in disposing of or recycling any unclaimed personal property.</p> <p><b>2.57.2</b> The University may, at its discretion, keep personal property that it deems to be of a reasonable financial or personal value for a period of 7 days after the Student vacates the Accommodation (either at the end of the Period of Letting or after Early Surrender of the Accommodation). In such cases, the University will make reasonable attempts to contact the Student and it remains the responsibility of the Student to arrange collection of items with the University.</p> <p><b>PLEASE NOTE:</b> In the event of a local, national or global emergency, where the Government has put measures in place to restrict movement and the Student is unable to return to collect any items, the University will put measures in place which may involve leaving items in the Student's bedroom, moving the items to a secure storage area or arranging for the items to be sent back to the Student, the cost of which will be charged to the Student.</p>

<b>Post</b>	<b>2.58</b>	The Student will make arrangements to have post/mail forwarded/stopped when they move out of the Accommodation. Any post that arrives after the end of the Period of Letting will be returned to sender where possible.
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### 3.0 UNIVERSITY RESPONSIBILITIES

The University shall provide the following, save that it will not be liable for any failure to provide these services and facilities if this failure is due to reasons outside its control:

#### Services & Facilities

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| <b>3.1</b> | Adequate furniture and fittings.   |
| <b>3.2</b> | Adequate lighting, hot and cold water and heating without further charge to the Student. |

**PLEASE NOTE:** Heating is provided with regard to prevailing weather conditions. This may mean, that the heating is turned off at certain times of year. Hot water is provided on a shared/tank usage system in most of the Accommodation and so they may be occasions where this runs out and needs a period of one hour to refill and reheat.

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| <b>3.3</b> | Reasonable toilet facilities. |
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| <b>3.4</b> | Cleaned Accommodation on occupation. |
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| <b>3.5</b> | Cleaned kitchens and shared facilities in accordance with current service cycles. |
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| <b>3.6</b> | Kitchenette facilities for the preparation of snacks and light meals (King Alfred Quarter) OR Self-catering facilities (West Downs Student Village/Flats/Queen's Road Student Village/Burma Road Student Village). |
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| <b>3.7</b> | Fire-fighting equipment in the Accommodation. |
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| <b>Maintenance</b> | <b>3.8</b> | Employment of staff and other contractors for the day to day running of the Accommodation. |
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|  | <b>3.8.1</b> | Normal working hours for the Maintenance Service are 8am to 5pm (Monday – Thursday) and 8am to 4pm (Friday). |
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|  | <b>3.8.2</b> | Emergency cover is provided outside of these hours to attend to critical failures only. Any such issues must be reported to the Site Stewards, who hold the relevant contact details. |
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**3.8.3** Requests for routine breakdowns arising out of hours will be reviewed on the next working day.

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**PLEASE NOTE:** As a guide the following response times are set for Maintenance reports and highlighted in the email response sent to the Student when a report is actioned:

Priority SA1 Emergency: Same day for e.g. floods, bare electrical wires, blocked toilet in en-suite Accommodation.

Priority SA2 Urgent but not an emergency: Attend and investigate within 24 hours and is everything not covered in SA1, including repair of lifts within accommodation, with the exception of.

Priority SA3 Routine or pre planned: 10 days and anything which requires minimum of 7 days notice (10 days covers for notice to be given to the Student where required).

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**Cleaning**      **3.9**

Domestic staff aim to clean shared facilities (e.g. kitchens, kitchenettes, shared toilets and bathrooms, hallways) twice a week, save for occasions of unavoidable staff absence at short notice. On such occasions, every effort will be made to arrange cover.

**PLEASE NOTE:** Domestic staff (where cleaning is provided) will clean surface areas and not kitchen equipment and utensils. Residential Supervisors may issue warnings for poor cleanliness within the Accommodation and report these to the Housing Services team, who may issue written warnings (please see Clause 2.33, 2.34 and Schedule 2).

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**Cleaning of  
Study  
Bedrooms for  
Students with  
Disabilities**

**3.9.1**

A bedroom cleaning service may be provided to Students with Disabilities who are unable to clean their room and do not have an employed Carer to assist. The Student should contact Student Housing Services if this service is required.

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**Refuse and  
Recycling**

**3.10**

Refuse and Recycling bins are located in all kitchens and kitchenettes.  
The University shall arrange disposal of refuse and recycling from the external bin areas only.

**PLEASE NOTE:** The Student is responsible for removing all refuse and recycling to the external bin areas daily.

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## **The University shall**

**Ensure that the Accommodation is safe and fit for purpose.**

**PLEASE NOTE: The Student is responsible for reporting anything that could affect this Clause by either following the maintenance reporting process outlined in Clause 2.10 or contacting Student Housing Services.**

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**Fit for Purpose**      **3.11**

Ensure that the Accommodation is safe and fit for purpose, including ensuring all reasonable steps have been taken to promote the healthy and safe management of the Accommodation.

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<b>Licence Charges</b>	<b>3.12</b>	Advise the Licence charges for Accommodation at or before the beginning of each academic year.
<b>Information</b>	<b>3.13</b>	Provide information on post, maintenance, security and other arrangements to all students via a number of methods such as email, poster, letter, Intranet page and Social Media post.
<b>Smoke Free Environment</b>	<b>3.14</b>	In accordance with the Smoke-free (Premises and Enforcement) Regulations 2006, the University of Winchester will ensure that all premises are smoke free and all employees enjoy the right to work in a smoke free environment. <b>Smoking and the use of e-cigarettes</b> is prohibited in all enclosed and substantially enclosed premises in the campus. This applies to all staff, Students, contractors, customers and visitors.  <b>PLEASE NOTE:</b> See Clause 2.18 for Student responsibilities inside and outside of the Accommodation.
<b>Privacy</b>	<b>3.15</b>	Not interfere unreasonably with the Student's privacy.
<b>Information Sharing</b>	<b>3.16</b>	Reserve the right to share information about the Student, in relation to this Agreement as appropriate with University and some external professionals.  Those people and groups the University might need to share information with may include but are not limited to: Authorised Staff such as Site Stewards, other University staff, Emergency Services and external partners such as Sparsholt College (for Sparsholt students only).  The University will only ever disclose information about the Student on a strictly 'need to know' basis. However if at any time the University becomes seriously concerned that an exceptional circumstance prevails in which the Student (or others) are at risk from harm, they may make contact with relevant people/ services whether or not the Student has given permission.

## 4.0 CATERING CONTRACT

<b>4.1</b>	Where the Accommodation allocated to the Student is designated as Catered Accommodation, the Student will pay the Catering Licence Fee to the University, which will entitle the Student to a catering card which can be used to purchase food at the University's catering outlets to the value of the Catering Licence Fee. The Catering Licence Fee is payable by the Student in advance with the Residence Fee. Any failure by the Student to pay the Catering Licence Fee, will be dealt with under Clause 2.4, Clause 8 and Schedule 1.  <b>PLEASE NOTE:</b> Catering cards are not transferable (i.e. they may only be used by the card holder) and are non-refundable. Any funds left on the card at the end of each week will be cleared to a zero balance and the new weeks balance added.
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## 5.0 RELOCATION



<b>Relocation for Management Reasons</b>	<b>5.1</b>	The University reserves the right to move the Student to any other University Accommodation at any time, which right is to be exercised in the University's absolute discretion. The following are reasons why the University may move the Student to other University Accommodation:
	<b>5.1.1</b>	If there are material personality conflicts between the Student and other residents of the Accommodation.  <b>PLEASE NOTE:</b> Where an investigation is on-going, the Student may be offered the chance to move temporarily.
	<b>5.1.2</b>	To accommodate the special requirements or exceptional circumstances of certain individual students, for example to enable a longer or extended licence as requested by the Student.
	<b>5.1.3</b>	By reason of the University's requirement that the Student complies with University Student Disciplinary Procedures at all times while a Student at the University.
	<b>5.1.4</b>	If the Student's current Accommodation is no longer habitable.
	<b>5.1.5</b>	To provide accommodation for the NHS or other service provider/s in the event of a local, national or global emergency
	<b>5.1.6</b>	Subject to Westminster Government Guidelines in response to any local, national or global emergency
	<b>5.1.7</b>	For other practical reasons.
		<b>PLEASE NOTE:</b> If the University moves the Student other than due to the Student's breach of this Agreement, the Student may terminate this Agreement on 28 days' notice and the Student shall be entitled to a proportionate refund of any Licence charges which include the Residence Fee and (where applicable) the Christmas Vacation Retainer Fee and Catering Licence Fee, which have been paid in advance.
<b>Temporary Relocation</b>	<b>5.2</b>	The University may ask the Student to move rooms for a short period while refurbishment takes place in the Accommodation. Alternative Accommodation will be provided during the move at no extra cost to the Student.

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## 6.0 PROCEDURE FOR BREACHES OF THIS AGREEMENT

The Student understands and accepts that failure to comply with any of these Regulations may result in action being taken under these Regulations and the University's Student Disciplinary Procedure, which could result in both the termination of the Student's right to reside in the Accommodation and the Student's exclusion from the University in respect of their student status. In cases of the most grievous breaches the Student Disciplinary Procedure could result in the Student losing their place to stay at the University. If any matter becomes the subject of legal proceedings it may result in Civil or Criminal prosecution.

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<b>Procedure for Minor Breaches</b>	<b>6.1</b>	Minor breaches of these Regulations will be dealt with by various members of staff on the following basis:
	<b>6.1.1</b>	Residential Assistants will refer matters to the Site Stewards, Housing Managers or their nominees.
	<b>6.1.2</b>	Site Steward and Residential Domestic Supervisors will deal with situations as they arise and will issue warnings and refer matters to the Housing Managers or their nominees in the first instance.
	<b>6.1.3</b>	Housing Advisors, Wardens, Housing Manager (on Campus), Student Housing Services Manager, Head of Housing & Security and the Director of Estates and Facilities Services can issue verbal and written warnings as well as charges for repairs and replacements where damage is caused (see Clause 6.5 below and Schedule 3).
<b>Procedure for serious or repeated Minor Breaches</b>	<b>6.2</b>	For more serious breaches and/or repeated minor breaches the Housing Manager (On Campus), Student Housing Services Manager, Head of Housing & Security or the Director of Estates and Facilities Services may issue a Letter of Extra Undertaking to the Student. Any such letter will outline any further conditions for the Student's continued right to reside the Accommodation. The Student will have an opportunity to discuss the terms set out in the letter with its signatory. They must then sign two copies of the letter to indicate they agree to the terms specified and return one copy to Student Housing Services. Any breaches of the Letter of Extra Undertaking will be dealt with using the procedure outlined in Clause 8. If the Student is not willing to sign the Letter of Extra Undertaking, the University may terminate this Agreement on 28 days' notice and Clause 2.6 will apply.
<b>Removal of (non-dangerous) Personal Property</b>	<b>6.3</b>	The University reserves the right for Authorised Staff to remove any personal property found in the Accommodation which it reasonably deems to be in breach of these Regulations, such as items described in Clauses: 2.13 to 2.16 and 2.20 to 2.22 and 2.28.1. The Student may receive warnings and charges and be given the opportunity to remove the item from the Accommodation. Items may be stored, for which charges may apply, by University staff until either the end of the Period of Letting or after Early Surrender of the Accommodation. It will be the Student's responsibility to reclaim stored items; Clause 2.57 will apply if items are unclaimed.

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		Persistent breaches will be dealt with a per sections 6, 7, 8 of these Regulations.
<b>Costs incurred by the University</b>	<b>6.4</b>	The Student will be responsible for any costs (including legal costs) incurred by the University as a result of any breach by the Student of any of the terms and conditions of the Agreement.
<b>Calculation of Charges</b>	<b>6.5</b>	Any charges levied will reflect the cost of making good any loss, breakage, or damage caused by the Student or the Student's visitors to the Accommodation or the common parts. Where the perpetrator(s) of such loss, breakage or damage to the common parts cannot be identified by the University after reasonable investigation (unless the Student can prove to the reasonable satisfaction of the University that she/he could not have been responsible for such loss of damage to the common parts) the Student will be charged a fair and reasonable proportion of such cost.
<b>Right of Appeal</b>	<b>6.6</b>	The Student will have the right to appeal any action taken or charges applied under the terms of these Regulations. Any appeal should be made in writing within 10 working days and instructions on who this is made to will be given in the letter sent to the Student detailing the action or charge but will usually be the Housing Manager/s in the first instance. If the Student wishes to appeal beyond the first response instructions on who this is made to will be given in the letter sent to the Student detailing the action or charge. If the Student remains dissatisfied with the responses they are receiving they can escalate this to a complaint via the University Complaints Handling Policy, details of which can be found under the Public Documents page on the Freedom of Information page at the main University home webpage and Clause 1.20 refers.
<b>Record of Breaches</b>	<b>6.7</b>	The University may record any breaches of these Regulations which may affect any future application to reside in University Accommodation (owned or managed by the University) or any reference provided by the University at the Student's request to a prospective new landlord.

## 7.0 TEMPORARY INTERRUPTION OF RIGHT TO RESIDE

<b>7.1</b>		The University reserves the right to temporarily interrupt the Student's Right to Reside in the Accommodation with immediate effect for the following reasons:
	<b>7.1.1</b>	If the University has reasonable grounds to suspect the Student poses a serious threat to themselves or other residents of the Accommodation or the staff involved in its management.
	<b>7.1.2</b>	If the University has reasonable grounds to suspect the Student is involved in illegal activity.
	<b>7.1.3</b>	<b>PLEASE NOTE:</b> The Police may be involved under this Clause dependant on the nature of the activity involved.
	<b>7.1.4</b>	In accordance with any Supported Study Approved Procedures which may be in place for the Student and/or any serious welfare concern for the Student. The policy can be found in the Document Store on the Intranet, <a href="https://intranet.winchester.ac.uk/information-bank/document-store/Published/Forms/AllItems.aspx">https://intranet.winchester.ac.uk/information-bank/document-store/Published/Forms/AllItems.aspx</a>
	<b>7.1.4</b>	Notice of such a decision will be given in writing by the Student Housing Services Manager, Head of Housing & Security or the Director of Estates and Facilities Services and will include details of the reasons for the interruption.

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**PLEASE NOTE:** The University will make every effort to ensure that the Student has access to alternative accommodation. Where the Student is not able to travel to non-University accommodation, the University may provide support with travel and/or arrange the provision of short term accommodation.

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## 8.0 TERMINATION FOR SERIOUS BREACH

**The University may terminate the Agreement for the reasons set out below:**

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**Failure to pay  
Licence  
Charges**

**8.1**

The University reserves the right to temporarily interrupt the Student's right to reside in the Accommodation with immediate effect for the following reasons:

If the Student fails to pay the Licence Charges which include the Residence Fee and/or the Christmas Vacation Retainer Fee and/or the Catering Licence Fee. The procedure for late payment will apply as detailed in Clause 2.4 and Schedule 1 before any further action is taken under Clause 8. Once such procedure is undertaken the Agreement will be terminated subject to 28 days notice.

The Student will be charged for interest lost on their payment and any debt recovery costs.

**PLEASE NOTE:** If the Licence Agreement is terminated for non-payment of Licence charges which include the Residence fee and/or the Christmas vacation retainer and/or the Catering Licence Fee, the Student will still remain liable for the outstanding amount.

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**Serious Breach  
of these  
Regulations**

**8.2**

If the student is in serious breach of this Agreement or the University has reasonable grounds to suspect the Student poses a serious threat to other residents of the Accommodation or the staff involved in its management. The University will provide details of the breach and the evidence collected to the Student. Where such procedure is undertaken the Agreement will be terminated subject to 28 days' notice.

**PLEASE NOTE:** It may be a requirement under this Clause to leave the Accommodation on the same day as an incident occurs, if this is required Clause 7 will apply. The Police may be involved under this Clause dependant on the nature of threat involved.

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**Repeated  
Minor  
Breaches of  
these  
Regulations**

**8.3**

If the Student has signed a Letter of Extra Undertaking for repeated minor breaches of this Agreement and further breaches have occurred, the University will provide details of the breaches and the evidence collected to the Student. The Agreement will be terminated subject to 28 days' notice.

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**Right of  
Appeal**

**8.4**

The Student will have the right to appeal against a decision to terminate the Agreement made by the University. Any appeal should be made in writing within 10 working days and sent in the first instance to the Director of Estates and Facilities Services. To appeal against a decision made by the Director of Estates and Facilities Services, the appeal should be made in writing to the Deputy Vice Chancellor and ultimately, the Vice Chancellor, whose decision will be final.

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**PLEASE NOTE:** No refund of the Licence charges which include the Residence Fee or (where applicable) the Catering Licence Fee or the Christmas Vacation Retainer, will be made if the Student leaves the Accommodation as a result of disciplinary action.

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## 9.0 TERMINATION BY THE STUDENT

**This Agreement may be terminated by the Student as follows:**

**9.1** By giving 28 days' notice in writing at any time, but subject always to the provisions of Clause 2.6.

**PLEASE NOTE:** No refund will normally be made of the Licence Charges which include the Residence Fee and (where applicable) the Christmas Vacation Retainer Fee and Catering Licence Fee, except where a suitable replacement can be found to reside in the Accommodation.

Requests to be released from the Licence Agreement and so end fee liability earlier than the end date of the Period of Letting, and without finding a replacement as per Clause 2.6, will only be considered under extenuating circumstances for which evidence may be required.

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## 10.0 OTHER REASONS FOR TERMINATION

**Ceasing to be a Full Time Student** **10.1** This Agreement will automatically terminate upon the Student ceasing to be a Full Time Student at the University, notwithstanding any advance payment of the Licence Charges, subject to 28 days' notice.

**10.1.1** If the Student ceases to be a student of the University during the Period of Letting, notice in writing to that effect must be given by the Student to the Housing Manager (On Campus) in the first instance or Student Housing Services Manager within two days of that change of status occurring.

**PLEASE NOTE:** See Clause 2.6 regarding liability for the Licence charges.

**10.1.2** If the Student transfers to Part Time study during the Period of Letting, the University may, using discretion, terminate the Agreement, subject to 28 days' notice. The Student is required to notify the Student Housing Services Manager within 7 days of the change.

**PLEASE NOTE:** If the Student remains in Accommodation for the duration of the Agreement, they will be subject to the conditions of Clause 2.8 relating to Council Tax.

**Supply of False Information** **10.2** If it is found that the Student has provided false information to the University on their housing application or by other means, the University may terminate the Agreement, subject to 28 days' notice.

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<b>Damaged Accommodation</b>	<b>10.3</b>	In the event of the Accommodation becoming uninhabitable and the University is unable to find an alternative, this Agreement may be terminated by the University. The University will endeavour to give as much notice as possible to the Student in such an event. The University shall repay a proportionate amount of any Licence Charges which include the Residence Fee, Catering Licence Fee and Christmas Vacation Retainer which has been paid in advance.
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## Schedule 1

### Outline Procedure for Non-Payment of Licence Charges

This Outline Procedure applies in cases of non-payment of the Residence Fee, Catering Licence Fee or Christmas Vacation Retainer Fee (as applicable)

- Payment is due in accordance with the University's payment policy as stated in the Student Residence Regulations (Clause 2.2 refers). If there is a query or dispute about the amount of fees charged, students should contact Student Housing Services on receipt of the invoice (i.e.) not leave it until reminder letters are issued.
- Debt chasing procedures may commence in accordance with the Regulations for the Payment of University Fees (Section 8 Debt Management).
- If the debt chasing procedures result in a Notice to Quit (NTQ) the Accommodation, an NTQ is issued giving the Student 28 days to leave their Accommodation.
- Students who fail to comply with the University's Regulations for the payment of University fees will also be subject to the University's Disciplinary Procedures for Students.
- If the Licence Agreement is terminated for non-payment of Licence Charges, the Student will still remain liable for the outstanding amount
- The Student will be charged for interest lost on their missed payment(s) and any debt recovery costs.

## Schedule 2

## Replacement/Cleaning Charges

LIST OF POSSIBLE CHARGES TO BE MADE FOR REPLACEMENT OF MISSING/DAMAGED ITEMS

### Individual Study Bedroom

Metal Frame Bed	£79.31	Desk Lamp	£12.00
Mattress	£78.00	Waste paper bin	£5.49
Double Mattress and Divan set	£212.00	Curtains (Pair)	£110.00
Toilet Roll Holder (Chromatic)	£18.17	Fire Bell	£48.00
Toilet Roll Holder (Standard)	£4.67	Shower Curtain	£32.50
Toilet Brush and Holder	£3.84	Door Number	£7.50
Computer chairs	£88.20	To replace door closer	£65.00
To reconnect door closer	£15.00	To replace bedroom door	£210

### Communal Areas

Kitchen Chair (Plastic)	£13.50	Kettle	£15.00
Kitchen Chair (Soft)	£77.00	Iron	£12.65
Kitchen table	£109.00	Plastic Dustbin	£12.75
Electric Cooker	£250.00	Soft Broom	£5.95
Microwave oven	£65.00	First Aid Box	£14.20
Fridge	£335.00	Ironing Board	£25.00
Freezer	£335.00	Dustpan and Brush	£6.20
Fire Extinguisher (6l foam)	£39.90	Mop and bucket	£3.60
Fire Extinguisher (2kg CO2)	£48.75	Curtains (pair)	£110.00
Fire Blanket	£14.99	Internal Telephone	£65.00
Hoover (Henry)	£120.00	To reconnect door closer	£10.00
Fire Bell	£48.00	To replace door closer	£65.00
Kitchen/bathroom door	£210.00		

**All charges are inclusive of VAT**

**For damaged items, a charge will be made for the actual damage caused reflecting that the item will have to be replaced sooner than if the damage had not occurred, (i.e.) on the basis of depreciated value rather than for the entire replacement value.**

**Please Note - Photos may be taken as evidence of any chargeable missing or damaged items, or cleanliness breaches.**

### **Redecoration**

An estimate for remedial works or redecoration will be issued by the Estates Department. The exact amount chargeable will then be finalised with a quote from the Estates department or appropriate contractors. Please remember the use of pins, tacks, blue-tack or white-tack, sticky tape or other sticky substances is not permitted on the walls or ceilings of the Accommodation.

### **Broken Windows/Damaged Carpets**

An estimate for remedial works or replacement will be issued by the Estates Department. The exact amount chargeable will then be finalised with a quote from contractors.

### **Lost Your Key/Campus Card?**

- Call the Site Steward on 01962 827666 or 827667. The team will assist with access to the Accommodation until the following working day
- Email [campuscard@winchester.ac.uk](mailto:campuscard@winchester.ac.uk) to request a replacement card (please note there will be a charge)

### **Lost Your Key?**

- Call the Site Steward on 01962 827666 or 827667. The team will assist with access to the Accommodation until the following working day
- Email [security@winchester.ac.uk](mailto:security@winchester.ac.uk) to get a replacement key (please note there will be a charge and this includes post box or kitchen cupboard keys)
- The University reserves the right to charge the Student for a replacement lock to the Accommodation if this is found necessary

### **Non-Return of any Accommodation Keys**

- There will be a charge for the non-return of any Accommodation key. This includes kitchen cupboard and post box keys for the Burma Road Accommodation.
- This does not include Student campus cards (where these are used for access to Queens Road and Burma Road)
- The University will endeavour to contact the Student for non-returned keys but it remains the Students' responsibility to return these
- The University reserves the right to charge the Student for a replacement lock to the Accommodation if this is found necessary

### **Cleaning Charges**

Please also see Clauses; 2.33, 2.34, 2.35



## **Individual Study Bedrooms**

After Accommodation inspections:

- Should a student fail a second Accommodation inspection, the Student may be responsible for the cost of external cleaners brought in to return the room to a satisfactory condition. In this instance, an invoice would be provided.

At the end of the licence period:

- Should a room be left in an unsatisfactory condition, charges will be applied for the number of extra hours needed to return the room to a satisfactory condition. This would be authorised by the Housing Manager (On Campus), Student Housing Services Manager or the Head of Housing & Security.

## **Communal Areas**

During Term Time

- Advisory slips and a house meeting are normally issued before a formal warning. If a communal area is left in an unsatisfactory condition persistently, charges may be applied to all residents for the number of extra hours needed to return communal area to a satisfactory condition. This would be authorised by the Housing Manager (On Campus), Student Housing Services Manager or the Head of Housing & Security.

At the end of the Licence Period

- Should a communal area be left in an unsatisfactory condition, charges will be applied to all residents for the number of extra hours needed to return the communal area to a satisfactory condition. This would be authorised by the Housing Manager (On Campus), Student Housing Services Manager or the Head of Housing & Security.

## **Removal of Rubbish**

The University reserves the right to remove rubbish that is considered to be a Health and Safety hazard with immediate effect, and may apply a written warning for breach of Health and Safety within the Accommodation.

## **Study Bedrooms**

The University reserves the right to remove rubbish that is considered to be a Health and Safety hazard with immediate effect, and may apply a written warning for breach of Health and Safety within the Accommodation.

## Schedule 3

### Summary of Administrative Action for Breach

**Level 1** involves a First Written Warning – repeated breaches may escalate action to Level 2

**Level 2** involves a Meeting and a Second Written Warning - repeated breaches may escalate action to Level 3

**Level 3** involves a Meeting and possible Letter of Extra Undertaking (EU)\* - repeated breaches may involve a Meeting with staff from your Academic Faculty in attendance and may escalate action to Level 4

**Level 4** involves a Meeting and possible Termination of the Licence Agreement and reference to the 'Disciplinary Procedures for Students'.

Dependent on the severity of the breach (which may include multiple breaches in one incident), Housing Managers may apply higher level action. If the Housing Managers are not available, they will nominate a member of staff to undertake the Meeting and issue any Warning/s.

Should persistent breaches of regulations take place by the same Student, the Level of action taken will increase.

\*The EU letter is explained in Clause 6.2 of the Regulations.

BREACH	CLAUSE	CATEGORY OF BREACH
Noise	2.26	Level 1
Party (to each resident)	2.28	Level 1 – 4 (dependant on breach)
Anti-Social Behaviour	2.29	Level 1 – 4 (dependant on breach)
Social Distancing	2.20.5	Level 1-4 - dependent upon breach
Alteration and damage	2.36/2.32	Level 1 – 3 (dependant on breach. A charge for recovery costs may be applied to replace any damaged University items as per Schedule 2)
Blu/white tack	2.39	Level 1
Removal of property	2.43	Level 1
Illegal activities (including Drugs and 'Legal Highs')	2.12 / 2.13	Level 2 – 4 (dependant on breach)
Firearms etc.	2.14	Level 2 – 4 (dependant on breach)
Flammable items (candles etc.)	2.15	Level 1
Pressurised gas canisters/fuel containers	2.16	Level 2
Pets (not allowed)	2.17	Level 1 (Student will be given 7 days to re-home the animal. A charge may be applied for cleaning as per Schedule 2)
Smoking	2.18	Level 2
Subletting	2.45	Level 1 – 2 (dependant on breach)

Visitors/Guests	2.30	Level 1 - 4 (dependant on breach)
Health & Safety	2.20	Level 1 - 4 (dependant on breach)
Obstructions	2.20.2	Level 1
Security	2.19	Level 1 - 2 (dependant on breach)
Fire Safety	2.24	Level 1 - 4 (dependant on breach)
Fire Safety Equipment	2.25	Level 2 - 3 (dependant on breach. A charge for recovery costs may be applied to replace any damaged fire safety equipment as per Schedule 2)
Parking	2.52	Level 1

Further action will be taken should persistent breaches of these Regulations take place by the same Student.

## Notes

1. The Accommodation (including all study bedrooms and communal areas) are designated non-smoking areas. As well as being a breach of these Regulations, to smoke in any communal area of the Accommodation is a breach of the 'Smoke free (Premises and Enforcement) Regulations 2006. Penalties can include a fixed penalty fine and possible criminal prosecution.
2. Cannabis is illegal and illegal substances are **NOT** allowed in University Managed Accommodation.
3. When permitted, overnight guests are only permitted to stay on Friday, Saturday and Sunday nights **Please see clause 2.30 in these Regulations.** Students are responsible for the behaviour and actions of their visitors and guests. This includes liability for any charges applicable (determined in accordance with this Agreement) as a result of their behaviour.