

Student Accommodation

# Terms of Residency

**2024/2025**

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



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

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

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

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

## Terms of Residency

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## Eligibility

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

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

[Accommodation Allocation Policy - New Students](#)

[Accommodation Allocation Policy - Returning Students](#)

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

All applications for places within student residences should be directed through the Accommodation Team within Estates and Facilities at Solent University's East Park Terrace Campus.

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

## The granting of residence and allocation

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

The Residence Agreement is a tenancy and will bind the University's successors in title. Whilst the landlord is the University (or another specific education establishment) and the occupier is pursuing, or intending to pursue, a course of study, Schedule 1 of the Housing Act 1988 applies and the Residence Agreement will not take effect as an assured or an assured shorthold tenancy under Part 1 of Chapter II of the Housing Act 1988 or benefit from the protections provided by the Housing Act 1988.

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

The contract for accommodation commences on the signing/acceptance of a residence contract or when the student is in receipt of the keys to the accommodation. In doing so all residents agree to abide by the published Terms of Residency from the start of the contract or the date of key collection, whichever is sooner. This includes arriving early to residences in advance of the agreed accommodation contract period. The Terms of Residency apply regardless of whether the accommodation is chargeable or not.

The University grants the named individual permission to occupy the residential premises. The allocation of accommodation is the responsibility of the Accommodation Team, with the Residential Services Team and the University or Access Solent.

Contracts are issued in an individuals' legal name. If you wish to be known by another name you may include this in your application for accommodation and may also let the Residence and Accommodation Teams know of your chosen pronoun.

Any resident wishing to move rooms may do so subject to the availability of an alternative room and being in possession of written authorisation from the Accommodation Team.

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

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

In the event that a residence is considered by the University to be unfit for occupation, the University, at its discretion, will find appropriate alternative accommodation as close to the University as possible. **This may not be an exact match to their current contract.** If, for practical reasons, transport and meals are required then residents will receive these benefits free of charge. However, although the residents will incur no additional costs they will remain liable for the original fees as charged.

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

## Period of occupancy

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

## Advanced rent payment

£150.00 is payable by UK, Channel Islands & Isle of Man applicants to secure their accommodation. This is an advanced rent payment towards the total accommodation rent.

New international applicants, who accept their room offer prior to 31 August, may pay an advanced rent payment of £1,000.00 with the balance due on 1 September. Room offers accepted after 31 August must be paid in full prior to taking up residence.

Students returning to live in residences are required to make an advanced rent payment of £50.00 to secure their accommodation.

**The advanced rent payment is deducted from the total accommodation fees and is not a refundable deposit.**

An advanced rent payment is not required where a sponsoring company is paying the accommodation rent on behalf of a student.

## Cancellation of room offer and associated charges

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

Once the room offer is accepted and confirmed and prior to the contract start date, applicants may only request to terminate the contract if they do not, or are unable to, take up their studies at the University. Providing this criteria has been met, any advanced rent payment will be refunded in full.

**Requests to terminate the contract either prior to or during the contract period to take up accommodation with an alternative provider will not be accepted.**

Once the contract start date has passed and the student has taken up residency, no requests to terminate the contract will be considered with the exception of those citing exceptional circumstances, for example, new or existing medical condition(s) which have a detrimental effect on the resident's ability to reside within the accommodation, or compassionate grounds (e.g. bereavement of an immediate family member). All such requests must be accompanied by supporting evidence from a GP or medical practitioner.

Any payments received for parking before the contract start date will be refunded in full if the parking cancellation is associated with a room cancellation.

All requests to terminate must be put in writing to the Accommodation Team by email to [accommodation@solent.ac.uk](mailto:accommodation@solent.ac.uk).

## Withdrawal or suspension of studies

If a resident intends to withdraw or suspend from a course of study at the University, they are required to notify the Accommodation Team at [accommodation@solent.ac.uk](mailto:accommodation@solent.ac.uk) immediately in writing. In such circumstances, the resident is required to give four weeks (28 days) **written** notice of an intention to vacate the residences following withdrawal or suspension from a course of study at the University.

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

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

Any refunds due will only be processed after the four week notice period has expired and it is formally recognised through the Academic Department that the resident has withdrawn from the University. A room evaluation will be carried out by the Residence Team and a report forwarded to the Accommodation Team once the study-bedroom has been fully vacated and all appropriate keys/access fobs are returned.

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

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

## Early termination of residence agreement

Any resident wishing to terminate a Residence Agreement before the natural expiry of the period of residency, whilst remaining enrolled upon a course of study, must advise the Accommodation Team in writing at [accommodation@solent.ac.uk](mailto:accommodation@solent.ac.uk) of their request to vacate and terminate the Residence Agreement.

In such circumstances, it remains the responsibility of the resident to nominate a suitable replacement for the room (i.e. a student who is registered on a full-time course of study at Solent University and who is not already resident in Solent accommodation). The University may, if able or appropriate, introduce a replacement to take up the room. Where a suitable replacement is found, offered and accepts the accommodation, the Accommodation Team will inform the resident wishing to terminate his/her residency. Liability for fees will cease once the new occupant moves into the room.

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

Where no suitable replacement student can be found, and the resident considers there to be exceptional circumstances that necessitate a termination of the Residence Agreement, for example, medical circumstances or compassionate grounds (e.g. bereavement of an immediate family member), the resident should write to the Accommodation Team, Estates and Facilities, at [accommodation@solent.ac.uk](mailto:accommodation@solent.ac.uk) detailing and demonstrating the issues and including evidence and supporting information.

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

If the resident does not agree with the outcome, the resident should make an appeal in writing within 10 working days to the Accommodation Team for escalation.

## Fees

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

The payment structure (instalment dates and amounts) is detailed in the room confirmation issued to prospective residents following their application for accommodation. If applying online, a review of the booking can be found in the 'Dashboard' area, view room offer. The fees can be located in the 'Fees' section and the chosen instalment plan can be found in the 'Instalments' section. It is the responsibility of each individual to ensure sufficient funds are available to cover the fees for the whole of the contractual period.

Liability for residence fees commences once a study-bedroom has been formally accepted online, or by the signing and returning of the Residence Agreement and/or taking possession of keys/accommodation, whichever is the sooner.

A student who has entered into an agreement for University accommodation is liable for fees for the full period specified in the Residence Agreement, or for such longer period as requested, confirmed, and agreed in writing with staff in the Accommodation Team (and for the period of any contractual periodic tenancy (if applicable)).

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

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

If a resident is experiencing difficulties in meeting financial commitments, they should contact the **Income team** by email: [income.team@solent.ac.uk](mailto:income.team@solent.ac.uk) to outline their position.

Income team staff are able to provide practical guidance and direct residents to trained staff within the Student Hub, email: [student.hub@solent.ac.uk](mailto:student.hub@solent.ac.uk) or call 023 8201 5200, for further financial support.

If the appropriate accommodation fees are not received by the prescribed dates, the University reserves the right to charge interest in line with the Bank of England's base rate plus 3% if the payment is more than 28 days overdue for each day the payment is outstanding.

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

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

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

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

## Arriving at residences

The contract for accommodation commences on the signing/acceptance of a residence contract or when the student is in receipt of the keys to the accommodation. In doing so all residents agree to abide by the published Terms of Residency from the start of the contract or the date of key collection, whichever is sooner. This includes arriving early to residences in advance of the agreed accommodation contract period. The Terms of Residency apply regardless of whether the accommodation is chargeable or not.

A link to the online inventory form is issued to all residents on arrival. Any damage, defect or missing items should be recorded on the form within 48 hours of arrival. After completion, a copy of the completed inventory will be available to view via the 'Dashboard' of your accommodation account.



## **Departing from residences**

Upon vacation of the residences following either the natural expiration or other termination of the Residence Agreement, residents should ensure that the study-bedroom and kitchen/flat areas are left in the same condition as provided at the beginning of the Residence Agreement period, allowing for fair 'wear and tear'. This should include the returning of any items of furniture or furnishings that have been moved or relocated within the accommodation to their original position, and removal of all rubbish.

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

Residents are reminded that it is their responsibility to leave the bedroom door securely locked and return all keys/access fobs/car parking permits to the Residence Team upon their final departure, and that such items are signed over when a member of staff is present and available.

If a member of staff is not available, keys/access fobs/car parking permits should be posted through the letter box in the residence foyer or returned to the Residence hub at David Moxon Residence.

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

## **Sub-letting**

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

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

The Residence Agreement cannot under any circumstances be transferred to any other person by the resident, nor should the resident part with possession of any room occupied, either in whole or in part, to another. Room swapping is not permitted without prior authorisation from the Accommodation Team. Sub-letting or room leasing is not permitted and is considered a disciplinary offence.

## **Use of residential premises and property**

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

Hire bikes are provided at the student residences for recreational purposes only, and are not available for undertaking any business activity, professional or paid employment.

## Visitors and guests (all residents)

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

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

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

## Visitors and guests of residents under the age of 18

To safeguard residents under the age of 18, the under 18 resident should notify the residence hub via email at [reshub@solent.ac.uk](mailto:reshub@solent.ac.uk) or by phone to 07778 345113 of any expected guests or family attending residences (with the exception of moving into and moving out of the residence).

Guests who themselves are under the age of 18, are prohibited from entering the residence unless accompanied by their parent or guardian.

## Residence management

Solent residences have a dedicated Residence Team. The team includes Residence Managers, Residence Life Assistants and an overnight Security Team. Their role is to ensure that all residents enjoy a trouble-free period of occupation, and they will be able to provide advice and assistance on all residence matters.

**Any** matter that causes concern to a resident should be brought to the attention of the Residence Team at the earliest opportunity. The Residence Team are available 24 hours a day, 7 days a week

The Residence Hub is located in the David Moxon building at the Kimber Residence.

Email: [reshub@solent.ac.uk](mailto:reshub@solent.ac.uk)      Tel: 07778 345113

## Access to rooms

In order for the University to discharge and fulfil its management and compliance obligations, residents are required to provide access to their accommodation at all reasonable times.

The University and its officers shall have a right of access at all reasonable times and on reasonable prior notice (except in an emergency when the University may enter at any time) to meet statutory maintenance compliance, to effect initial investigation, and subsequent repair/replacement of a reported defect and/or in a situation where there is a perceived emergency or health and safety issue.

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

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

The resident is responsible for ensuring the study-bedroom and communal areas are a reasonably safe environment, e.g. cables should be kept tidy to avoid trips.

## Cleaning service

There is a regular cleaning service within the student residences. This concentrates on the communal areas and facilities, including kitchen/diners, shared WC and shower facilities, lifts, laundry, common/TV rooms, stairways, landings, and lobbies. The co-operation of all residents is required through prompt cleaning and putting away of personal belongings such as crockery, kitchen and cooking utensils, which will then allow the Cleaning Team easy access to work surfaces and sinks.

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

Residents are responsible for moving any glass from the kitchen area to the designated external glass collection area.

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

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

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

## Complaints

A 'Student Complaint Procedure' exists whereby students can express their dissatisfaction or concerns about facilities or services provided by the University. As part of this procedure, residents are required to address their initial concerns or observations regarding the residences to the Residence Team on a [Resident Comment Form](#). If a Residence Team member is not available, the student should contact the Accommodation Team located on the East Park Terrace Campus.

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

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

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



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

## Illness and injury

Any resident or visitor who is taken ill or has an accident is required to make the Residence Team aware of their condition immediately, for recording purposes and in order for their health and wellbeing to be assessed and monitored and, if necessary, further assistance called for. The Residence Team can be contacted via email at [Reshub@solent.ac.uk](mailto:Reshub@solent.ac.uk) or by phone/text to 07778 345113. If the resident or visitor is unable to report the occurrence, any resident who is aware that a resident or visitor is ill or has had an accident should inform the Residence Team at the earliest opportunity.

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

## Medical assistance

The [St Mary's Surgery](#) is located close to Kimber and David Moxon student residences. Occupants of all student residences are strongly advised to register with a practice at the earliest opportunity following their arrival in Southampton. The telephone number is 023 8033 3778

The Residence Team are first aid trained and can provide first aid if required.

## Disclosure of medical conditions

It is a requirement of all applicants to disclose any medical conditions or disabilities that requires a specific room type or adaptations to enable independent living within student residences.

If disclosure of a pre-existing medical condition or disability, which may affect a student's stay in the residences, is not made during application the University cannot guarantee suitable accommodation will be available with required adaptations. Sufficient time needs to be allowed in order to make arrangements for an Occupational Therapist to visit and consideration given to any reasonable adaptations that may need to be made. Notification should be made as soon as practically possible in order to complete any works prior to arrival.

Students may be asked to provide medical documentation in support of their application for accommodation. If the Accommodation Team requests an Occupational Therapist consultation and this is declined by the student, the Accommodation Team reserves the right not to accept the student's accommodation application.

Care packages must be arranged by the student, be in place and confirmed in writing to the Accommodation Team prior to the student's arrival into the residence.

It is the resident's responsibility to formally advise the Accommodation Team in writing of any new medical conditions or changes that occur during their residency to an existing medical condition or disability which may affect their stay in the residences.

## Security

Within the residences, the security of personal belongings is most important. Residents are asked to secure doors to their own rooms, flats, kitchens and buildings whilst they are not present in the room. Residents should ensure that their own personal belongings are not left in corridors, or

communal areas, and that study-bedrooms are locked, even if the rooms are unoccupied for a short period.

Special care should be taken to secure the windows in ground floor rooms when not occupied. Any individual acting suspiciously should be immediately reported to the Residence Team.

All the residences have fob access entrance systems to the building, flat, kitchen and study bedrooms doors. It is essential to the security of the buildings that these are not passed on to non-resident friends or acquaintances. Likewise, access fobs should not be given or lent to non-residents.

In order to ensure continued security of study-bedrooms, the loss or misplacement of access fobs will result in a replacement. The reasonable costs of replacing and re-programming access fobs will be charged to the resident concerned.

Residents will be provided with all necessary access fobs on arrival at their allocated accommodation, and it is their responsibility to look after these while in their possession. It is important to report lost access fobs to the Residence Team as soon as is practicably possible.

## **Mail / deliveries**

Letters and small packages can be collected from individual post boxes located at each residence. Larger parcels can be collected from the parcel lockers located at the addressee's residence following receipt of an email containing a collection code from the Residence Hub. Where it is not practically possible to deliver post, items may be held at the Residence Hub for collection, and residents will be notified by email when an item is awaiting collection. Every resident will be issued with a post key on arrival for their individual post box. Lost keys can be replaced after paying the reasonable cost for a replacement at [the online shop on the portal](#).

In order for mail to be sorted efficiently, it is the resident's responsibility to ensure the correct postal address, including room number and postcode, is used. Residents should refer to their residence handbook, Solent Portal, induction (accommodation account) or contact the Residence Hub ([reshub@solent.ac.uk](mailto:reshub@solent.ac.uk)) for their correct postal address. Post is not accepted at any location other than the Residence Hub.

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

## **Launderette**

Each residence contains a laundry room. To use the washing machines and dryers residents are required to download the [Circuit Laundry](#) app, and follow the online instructions. These are also displayed in each laundry

The laundry facilities are available seven days a week. Residents are required to supply their own washing powder/fabric conditioner.

## **Kitchens and kitchen/diners**

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

Residents should ensure that the doors to kitchen/diners are always kept closed.

Unwashed crockery etc. left in the kitchen/dining area impedes the cleaning process. All residents are expected to wash up and put away personal possessions as soon as possible following use and to keep the kitchen clear. Kitchens where dirty crockery is habitually left and is

considered by the Residence Team to constitute a health hazard or obstruction to cleaning will be issued with a 24-hour notice.

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

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

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

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

## Events

Events may be organised and held within the common room, subject to written permission from the Residence Team. The capacity of the common rooms is limited and can be advised on request to the Residence Hub ([reshub@solent.ac.uk](mailto:reshub@solent.ac.uk)). Residents are advised that parties are not permitted within the confines of study-bedrooms, shared kitchens, flats or corridors.

Onsite filming requests will be considered on an individual basis following receipt of completed request forms (available from the Residence Hub at [reshub@solent.ac.uk](mailto:reshub@solent.ac.uk)) and risk assessments.

## Motor vehicle parking

Parking at the residences is strictly for permit holders only. Students are offered the opportunity to apply for a parking space at the student residences during the residential application process. There are additional fees payable for parking.

Parking spaces are limited and can be booked subject to availability. Spaces are allocated on a first come, first served basis. Payment is made in one upfront payment for the whole contract period. Parking can be cancelled on a termly basis (see below). Parking is free for blue badge holders, and a number of spaces are allocated at each residence.

Residents who, subject to availability, have paid in advance for a parking space at one of the residences will be issued with a permit and barrier access added to their access fob, on or soon after, their arrival. The permit must be clearly displayed and visible at all times when the vehicle is parked at the residence. Due to the limited parking spaces available, there is generally no provision for visitor parking at the residences.

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

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

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

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

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

## Bicycles

There is limited space for bicycles at each of the student residences. Bicycles can be affixed to a hoop or rack by means of a chain or lock (D locks are strongly recommended), which residents need to supply themselves.

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

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

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

## Insurance

Residents' personal possession insurance is arranged through [Endsleigh Insurance](#). This has been arranged by the University and is at no additional cost to students.

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

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

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

## Repairs/maintenance

All faults requiring repair should be reported via the University maintenance app, **Planon** (downloadable from the app store). Residents should follow the instructions found on the rear of every bedroom door, or at the Residence Hub, at the earliest opportunity to ensure speedy rectification by either on-site maintenance officers or, where necessary, appropriate professional contracted staff.

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

## Portable appliance testing

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

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

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

## TV licences

It is a legal requirement for residents to purchase a licence if they wish to operate either a television set or radio receiver (this includes a PC or Laptop). The Licence Detection Agency may carry out surveys in and around the student residences in Southampton. Further information on purchasing a TV Licence can be found at [www.tvlicensing.co.uk](http://www.tvlicensing.co.uk)

## Conduct and disciplinary procedures

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

In addition, Estates and Facilities reserves the right to invoke the University's Disciplinary Procedures or take steps to terminate the Residence Agreement, where there is considered to be severe or repeated breach of the published Terms of Residency, where an act of gross misconduct is considered to have occurred, or where the resident is in significant debt.

The University reserves the right to suspend access to or issue residents with exclusion notices from any of the residences, or specific areas within the residence, where there is considered to be severe or repeated breach of the published Terms of Residency, or an act of misconduct.

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



Following termination of a Residence Agreement, the University will inform the resident that they are required to vacate the premises, and provide a reasonable period of time for this to take place, dependent upon the nature of the occurrence.

Whilst the landlord is the University (or another specific education establishment) and the occupier is pursuing, or intending to pursue, a course of study, Schedule 1 of the Housing Act 1988 applies and the Residence Agreement will not take effect as an assured or an assured shorthold tenancy under Part I of Chapter II of the Housing Act 1988 or benefit from the protections provided by the Housing Act 1988.

In the event that Schedule 1 of the Housing Act 1988 at any time ceases to be applicable, the following provisions shall apply from the date that Schedule 1 of the Housing Act 1988 ceases to

be applicable:-

- (a) if the resident fails to pay the accommodation fees, the landlord will be entitled to use the statutory provisions contained in the Housing Act 1988 or any other statutory remedies available to recover possession of the accommodation;
- (b) the landlord may re-enter the accommodation if any of the Grounds 2, 7, 7A, 7B, 8, 10-15 and 17 set out in Schedule 2 of the Housing Act 1988 apply. This does not affect the rights of the resident under the Protection from Eviction Act 1977 and the landlord cannot evict the resident without a court having first made an order for possession;
- (c) if the landlord allows the resident to remain in the accommodation after the fixed period of the Residence Agreement has expired then the tenancy shall continue as a contractual periodic tenancy on a weekly basis. To end the periodic tenancy, the resident must give to the landlord at least one week's notice in writing. The notice must end on the day before the accommodation fees are due;
- (d) the landlord has the right to recover possession of the accommodation if: (i) the fixed period of the Residence Agreement has expired; (ii) the landlord has given two months' notice to the resident of the landlord's intention to recover possession of the accommodation; and (iii) at least six months have passed since the date of the Residence Agreement.

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

- Violation of the safety or hygiene regulations of the University
- Offensive practical joking or horseplay on residential premises
- Being under the excessive influence of alcohol which is detrimental to other residents.
- Being under the influence of illegal drugs or substances identified as 'Legal Highs'
- Being in possession of or intending to supply illegal drugs or substances identified as 'Legal Highs'
- Indulging in insulting, abusive, obstructive, disruptive or threatening behaviour by word or deed
- Destruction or damage to university property or involvement by association in the destruction or damage of university property
- Causing a nuisance to a student, resident, member of staff of the University (including contracted staff) or members of the public while on residential premises
- Causing noise, disturbance or nuisance affecting the sleep or study of other residents at any time
- Improper use of access control devices including duplication or lending to other persons
- Harassment and bullying

- Misuse of university Intranet, Internet and electronic mail systems
- Possession of obscene material
- Possession, use or storage on residential premises (including vehicles) of prohibited weapons, firearms (real or replica), air rifles, explosives, fireworks or the like and any hazardous or flammable chemicals
- Stealing from the residences or from staff or students in the residences or from others on the premises
- Destruction of, or serious damage to, university property or to a third party's property while on residential premises
- Violation of the safety policy of the University
- Theft, fraud or deliberate falsification of records of or relating to the University
- Deliberately hacking or introducing a computer virus into the University's computer or computers
- Negligence that causes serious loss, damage or injury to the University, student, resident, staff or members of the public
- Causing damage, disturbance or nuisance which adversely affects local residents
- Abuse or misuse of any fire detection and/or fire-fighting appliances or fire notices

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

## **Events beyond the reasonable control of the University**

The University cannot guarantee the continuity of services or utilities (e.g. passenger lifts, electricity, water or internet) supplied at the residences, as these services are not entirely within the University's direct control, nor be responsible for any loss or damage suffered by the resident which occurs due to an event of force majeure.

**The University reserves the right to deliver a course via face-to-face lectures, seminars and learning activities or distance learning, or a blended combination of the two, to protect the health, safety and wellbeing of its students and staff as a result of the pandemics or other such occurrences.** By entering into the residence contract, you agree to pay the fees for the accommodation, whilst you remain enrolled on a course of study, which may be provided through a variety of delivery methods. Course delivery by blended or distance learning will not be grounds on which you may request a refund of any fees you have already paid, or a waiver of any unpaid fees, or deduct or withhold payment of all or part of the remaining fees payable by you under this Agreement.

In situations where large cohorts of residents have been unable to utilise their accommodation due to Government guidance and restrictions such as National Lockdowns, the University has previously made concessions for affected residents. These concessions have included rent reductions and waivers, accommodation agreement extensions and releases from accommodation agreements. The University will continue to give due consideration to what concessions, if any, may be appropriate in similar situations in the future. If any concessions are given, these will be communicated to residents via email as soon as reasonably practicable.

Please consider your ability to pay the fees for your chosen Accommodation before entering into the residential agreement. By entering into this agreement, the University will assume you have considered your ability to, and have the financial means available, to pay the fees for the Accommodation during the term of this Agreement.

Fees for the Accommodation will be payable whether or not you move in to the Accommodation, unless the University terminates this Agreement

## Internet connection

Access to the internet is via Wi-Fi and hardwired Ethernet ports located within each study bedroom, provided by Glide. Residents will have up to 100Mbps broadband access FREE of charge, subject to availability. Other broadband options are available at additional cost if required.

Residents experiencing any problems with internet or Wi-Fi access, should contact Glide's helpdesk;

Email: [studentsupport@glide.co.uk](mailto:studentsupport@glide.co.uk)  
Twitter: [@glidestudenthelp](https://twitter.com/glidestudenthelp)  
Online support [my.glidestudent.co.uk/support](https://my.glidestudent.co.uk/support)  
Telephone: 0333 123 0115

## Damage to property and replacement

Where the individual responsible for damage to property cannot be identified, the costs of repair/replacement may be invoiced collectively on a pro-rata basis to residents with normal access to that specific area. Residents should not purchase additional items of furniture for the kitchens / communal areas without prior approval from the Residences Team. Residents have a joint responsibility for damage to all communal areas and communal area furniture should not be moved from its original location.

The University is not liable for any damage, losses, or breakage caused by residents/guests.

**All damage charges are subject to VAT at the current rate.**

[Student residences - common damage charges](#)

A pin, magnetic or designated noticeboard is provided for posters, timetables etc. If a resident damages a wall surface in their study bedroom by fixing decorations straight onto the finish of the wall, the resident will be liable for reasonable redecoration charges incurred by the University.

Smoking is not allowed in any part of the University's residences. If evidence is found of smoking inside a study bedroom, the occupant will be required to pay the reasonable costs and expenses in relation to the cleaning of curtains and carpets, and redecoration of the room ready for the next occupant. Any carpets, furniture, furnishings and fittings damaged as a result of smoking in the room will be charge separately, at full replacement cost.

Fire detector heads are situated in every study bedroom. If, upon inspection, it is determined that a detector head has been tampered with, the full costs, including the engineer's call out charge and re-instating the detector head, will be passed to the occupant of the room.

If a resident has cause to challenge or appeal any proposed damage charge, they should raise the matter directly with the Residence Team within 14 days of the date of the letter or notification of the damage. The Residence Team will review the issue taking into consideration any new evidence or information that may be introduced.

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

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

## Smoking policy

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

If evidence is found of smoking inside a study-bedroom, the occupant will be required to pay the reasonable costs and expenses in relation to the cleaning of curtains and carpets, and redecoration of the room ready for the next occupant. Any carpets, furniture, furnishings and fittings damaged as a result of smoking in the room will be charged separately, at full replacement cost.

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

## Health, safety and wellbeing

In the interests of the 'Health, Safety and Wellbeing' of themselves and all other residents, occupants are required to abide by the Student Charter and the following terms as part of the Residence Agreement:

- Not to bring, or to allow to be brought, onto the property any unlawful drugs or illegal substances controlled by the [Misuse of Drugs Act 1971](#).
- Not to bring, or to allow to be brought, onto the property any form of 'drug paraphernalia' for use on the premises for supplying or using illegal substances, or substances classed as 'Psychoactive Substances' (formerly known as 'Legal Highs').
- Not to bring, or to allow to be brought, onto the property any firearms, fireworks, prohibited weapons (real or replica), knives (other than those clearly intended for food preparation) or other such items deemed by the Residence Team to be a danger to other residents.
- Not to bring, or to allow to be brought, onto the property any flammable materials/liquids.
- Not to use lighted candles or naked flame appliances (or similar) within the residences. Not to use open chip pans. Only thermostatically controlled automatic fryers are permitted.
- Not to allow anyone other than authorised occupants of that specific Residence to remain on the premises overnight.
- Not to keep any pets/livestock within the residence (except where agreement with the Accommodation Team has been sought and given and a specific disability necessitates - in such circumstances staff in the Accommodation Team and Residence Team should be notified at the earliest opportunity).
- Not to play ball games or any other such activity that is likely to cause damage, disturbance or annoyance to other residents or members of the local community within the residence, its grounds or car park areas.
- Not to allow unauthorised use of access fobs. Access fobs are not transferable and must not be passed to any other student, resident or individual.
- Not to knowingly allow basins, sinks or shower trays to overflow.
- Not to use electric fires, blowers, kettles, toasters, microwaves or any other type of cooking/heating appliance within the study-bedroom. No charging of e-machines in study-bedrooms or within the building.

- Not to tamper with or alter any cable, switch, pipe, smoke detector, heat detector, or other fittings connected to the water or electricity supply within the residential premises.
- Not to tamper with or force open any window or window lock mechanisms beyond the 'tilt' position.
- Not to cause nuisance or annoyance or distress to other residents, or members of the local community through the playing of musical instruments or hi-fi equipment.
- To respect all requests for quiet. Causing unreasonable levels of noise audible outside the building at any time is not permitted, nor is causing noise that is audible outside the room between midnight and 8.00 am. The University reserves the right to inform the Environmental Health Department (EHD) should any student be in breach of this clause. Residents should be aware that the EHD is empowered to serve notice on individuals causing noise nuisance and is legally able to confiscate such equipment.
- To give full consideration to other residents, staff and members of the local community, and not to cause unnecessary or undue hardship through harassment, excessive noise, drunkenness or other such anti-social behaviour.
- Not to cause damage to the property in any way. This includes study-bedrooms, and any communal facility within the site, and includes firefighting/detection equipment.
- Not to hang or suspend any articles or objects on the exterior of residential buildings or allow for articles or objects that could be viewed as obscene to be visible to any person viewing the residence from an external viewpoint.
- Not to bring onto university property any Public Highway signs, traffic cones, supermarket trolleys or similar.
- To accompany any guest(s), and to take full responsibility for their actions/behaviour whilst on the premises.
- To keep landings, hallways, stairs and other communal passageways clear from obstructions at all times.
- To allow access to study-bedrooms for maintenance or other such emergency purposes by the Residence Manager or any other university officer or nominee.
- To ensure that study-bedroom accommodation and any shared facility (e.g. kitchen) is kept in a reasonably clean and tidy condition. This applies to furniture, fixtures, fittings and decorations. If a communal area or kitchen is, in the opinion of the Residence team, found to be in such a condition as to be considered a health hazard, the University reserves the right (having given 24 hours' notice) to employ cleaning staff to remedy the situation.
- To wash, dry and put away crockery, cooking utensils and the like after use, and ensure all exposed work surfaces and worktops are left clear to allow access for the Cleaning Team.
- Not to store items within 300 mm either side or 600 mm above the cooking hob.
- To sign for appropriate fobs/post keys when moving into the residence and to give up fobs/post keys at the end of the residence period. If fobs/post keys are not returned to the Residence Hub at the time of final vacation or expiry of the residential contract period, they will be deemed to have been lost.
- To ensure that all personal electrical appliances are in a fit state of use, wired correctly and that the correct fuses are fitted. The use of 2- or 3-way adapters plugged directly into the socket is not permitted. Where the resident needs to use multiple electrical items, the University recommends that a fused and insulated adapter with power surge protection be used.
- To familiarise themselves with fire procedures and with all notices concerning instructions and mustering points.
- To vacate the residences immediately upon hearing the activation of the fire alarm, closing study-bedroom, kitchen, flat and entrance doors on departure. All residents should be aware that no-one will be allowed back into the building until the all-clear signal has been given by the Fire and Rescue Services, Safety Officer, Residence Team or nominee.

- To comply with all reasonable requests in relation to a future pandemic or outbreak of a contagious virus or disease to safeguard personal wellbeing and other users of the residences in line with university/government guidance and instructions.

The Residence Team are located on site at residences to provide support and signpost residents as appropriate, they can be contacted 24 hours a day on the ResHub central number 07778 345113.

## **Misuse of fire fighting and fire detection equipment**

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

## **Substance use and misuse on university premises**

The University makes available health information regarding drugs and other substances. If residents have a concern about drugs, they should seek advice from the Residence Team who can signpost them to the Wellbeing Team or their GP for support.

The attention of all staff, students and visitors using the University residences is drawn to the following statement:

The [Misuse of Drugs Act 1971](#) makes it an offence to possess, use or supply to other persons any controlled drug. Controlled drugs are classified into classes A, B and C.

The Act also makes it an offence for the occupier of the premises or a person concerned in management of any premises to knowingly permit or suffer any of several activities to take place on those premises. The activities specified in the Act include smoking cannabis or cannabis resin and supplying or attempting to supply a controlled drug to another person.

Residents, staff, students and visitors are clearly required to comply with the law. Any evidence of controlled drugs on university premises will immediately be referred to the Police, which may result in the prosecution of staff, students or visitors.

### **Psychoactive substances (formerly known as 'legal highs')**

The use of any substances including Nitrous Oxide canisters (NOS) intended to produce a psychoactive, hallucinogenic or similar effect is prohibited on university premises. Substances classed as a 'psychoactive substance' are at the reasonable judgement of the University. In addition, the University reserves the right to take the appropriate disciplinary action.