

# UNIVERSITY OF CENTRAL LANCASHIRE

## CONDITIONS OF RESIDENCE - 2020/2021

**The Student will note that there are words in these Conditions which begin with capital letters: this is because some of these words are terms which are defined in clause 2 of these Conditions. Please refer to clause 2 to establish the meaning of any such words in these Conditions.**

### **1 Important points to note:**

- i) The Accommodation Contract is a licence (not an assured tenancy) pursuant to Schedule 1 Paragraph 8 of the Housing Act 1988. This licence does not create a tenancy (a tenancy is a legal interest in the Premises). This licence does not confer an interest in the Premises but gives the Student a contractual right to occupy the Premises as a licensee.

This licence does not relate to a specific room within the halls of residence and the University reserves the right to transfer the Student to a different room or different halls of residence upon reasonable notice being given to the Student.

- ii) Please note that where a student wishes to give notice to the University in connection with the Accommodation Contract, they should give such notice in writing to the Student Accommodation Service at the University.
- iii) The monies paid to the University in respect of accommodation include the reasonable use of gas, electricity and water.
- iv) Visitors cannot rely on these Conditions which form part of the contractual agreement between the Student and the University. Nothing in the Accommodation Contract shall confer on any third party (including visitors) any benefit or the right to enforce any provision of this licence.
- v) Please note that no Part Time Students are permitted to occupy the Premises.

## 2. Definitions and Interpretation

In these Conditions of Residence, unless the context requires otherwise, the expressions set out below shall have the following meanings:

"Accommodation Contract"	means the contract between the University and the Student for University controlled residential accommodation. The Accommodation contract is comprised of the offer and information provided as part of the online application for University accommodation, these Conditions, the Regulations, the Fitness to Study Procedure and the University Halls Handbook.
"Additional Charges"	means any charge or charges imposed upon the University or the Student as a consequence of the Student's occupation of the Premises.
"Building"	means the building of which the Premises form part.
"Conditions"	means these Conditions of Residence.
"Contract Period"	means the period starting on the date set out in the Accommodation Contract (or such earlier date as the University may have agreed to allow the Student to occupy the Premises from) until the end date set out in the Accommodation Contract, as accepted by the Student.
"Fitness to Study Procedure"	means the University's Fitness to Study Procedure in its current form from time to time which may be viewed at <a href="http://www.uclan.ac.uk">www.uclan.ac.uk</a> and which will be provided to the student upon request.
"Interrupts their Studies"	means the University's Interruption to Study procedure in its current form from time to time and which may be viewed at <a href="http://www.uclan.ac.uk">www.uclan.ac.uk</a> and which will be provided to the student upon request.
"Premises"	means the room or other premises specified in the Accommodation Contract.

"Regulations"	means the Regulations for the Conduct of Students in its current form from time to time which may be viewed at <a href="http://www.uclan.ac.uk">www.uclan.ac.uk</a> and which will be provided to the Student upon request.
"Replacement Student"	means a student of the University who does not already have an Accommodation Contract with the University and is willing to replace a student who is wishing to move out of their University accommodation.
"Student"	means the person named as the Student in the Accommodation Contract
"Full Time Student"	A Student enrolled for the purpose of attending a course which lasts for at least one academic year, normally requires attendance of at least 24 weeks a year and involves on average at least 21 hours of study, tuition or work experience per week during term time; or  Under the age of 20 and studying for at least 12 hours per week on a course which lasts for more than three months for any qualification up to A level, ONC or OND standard (correspondence courses, evening classes or courses taken in connection with a person's job, such as on day release, are not included).
"Part Time Student"	A person who is not a Full Time Student
"Total Charge"	means accommodation charges payable by the Student under the terms of the Accommodation Contract.
"University"	means the University of Central Lancashire and its successors.

### 3. Right to occupy the Premises

Subject to the terms of the Accommodation Contract and subject to the Student being a Full Time Student, the University grants the Student the right to occupy the Premises for the Contract Period and to use (jointly with all others authorised by the University) the communal facilities designated by the University.

### 4. Payment of Total Charge

- (i) Except where the Contract Period comes to an end under clause 5 or 6 of the Conditions, the Total Charge for the Contract Period is payable for the

right to occupy the Premises and remains payable whether or not the Student physically occupies the Premises during the Contract Period.

- (ii) If the Premises are destroyed or become uninhabitable through no fault of the Student, the Total Charge, or a fair proportion of it (to be determined by the University) according to the extent of the damage, shall cease to be payable until the Premises can again be used by the Student or until the Student is accommodated in alternative University accommodation,

whichever shall first occur. In such case the Total Charge shall be adjusted appropriately.

- (iii) If the Premises are destroyed or become uninhabitable as a consequence of an act or omission by the Student the University may still demand payment of the Total Charge.

## **5. Agreed early termination, moving accommodation and fitness to remain in accommodation**

- (i) The Student may request that the Accommodation Contract comes to an end before the expiry of the Contract Period provided that:
  - (a) he/she pays an administration charge of £25.00 and has paid up to date the Total Charge and Additional Charges; and
  - (b) a Replacement Student enters into and signs a new Accommodation Contract in respect of the Premises for the remainder of the Contract Period; and
  - (c) payment of all sums due up to that date in respect of the Accommodation Contract have been paid,

and if the Accommodation Contract comes to an end as above the Student will receive a pro rata refund of the Total Charge for the Contract Period for which the Replacement Student is entitled to occupy the Premises.

- (ii) Subject to availability, to the agreement of the University (which will not be unreasonably withheld or delayed), to the payment of an administration charge of £25.00 and to the Student signing a new Accommodation Contract, the Student may apply to transfer to alternative accommodation provided by the University during the Contract Period.
- (iii) In exceptional circumstances where it is reasonably necessary, the University may, upon providing the Student with 28 days' written notice (except in case of emergency), require the Student to move to alternative University

controlled accommodation at any time and in any of the following circumstances;

- the Premises being destroyed or becoming uninhabitable through no fault of the Student; or
  - where access is needed by the University to the Premises as a result of essential works to other accommodation nearby that has become uninhabitable through no fault of the University; or
  - for the more efficient management of the University's accommodation in accordance with the principles of good estate management providing the Student provides their consent; or
  - in the interests of the welfare, health and safety of a Student.
- (iv) Where the Student is required for any reason in accordance with clause 5 (iii) of the Conditions to move to alternative University accommodation, the University will endeavour to provide University accommodation of the same or of a better standard as the Premises. If this is not possible and the alternative accommodation is of a lesser standard than the Premises then the University will offer the Student the alternative accommodation at a lower Total Charge and, should the Student accept such an offer, then the existing Accommodation Contract will be terminated and the Student will be required to enter into and sign a new Accommodation Contract with the University. Should the Student refuse to move to the alternative accommodation offered for reasons which the University in its absolute discretion is prepared to accept then the Student shall be entitled to terminate the existing Accommodation Contract and will not be obliged to enter into a new Accommodation Contract with the University. If the Student is entitled to terminate the Accommodation Contract, the University will make a pro rata refund of the Total Charge paid by the Student.
- (v) The Student is entitled to appeal against a decision given in accordance with clause 5 of the Conditions. The investigation and appeals process is set out in the Appendix to the Conditions.
- (vi) As set out in clause 8, following or during the course of any investigation into alleged breaches of the Conditions, the University may in its absolute discretion;
- require the Student to move immediately to alternative University accommodation permanently or temporarily; or
  - require the Student temporarily to vacate the Premises; or
  - following the investigation, terminate the Accommodation Contract, thus requiring the Student to vacate his or her accommodation permanently.

In the event that the University exercises any /all of the above options, there shall be no right of appeal against the decision of the University in respect of the exercise of this clause 5(vi).

- (vii) The Fitness to Study Procedure shall be interpreted in relation to the Accommodation Contract so as to apply to a Student's fitness to remain in University accommodation where the University has concerns about a Student's fitness to reside in University accommodation. Such concern may arise notwithstanding that some/any reasonable adjustments have already been made or are being made or the University has made reasonable adjustments to suit the needs of the Student. If the University deems it appropriate to invoke the Fitness to Study Procedure then the University shall follow the procedure in conjunction with the rest of the Accommodation Contract and the outcomes may include the decision that the Student may not, either temporarily or permanently, reside in University accommodation.

## 6. Option to terminate if not a Student

- (i) The University grants the Student the right to occupy the Premises in order to enable him/her to attend the University as a Full Time Student. The Student occupies the Premises under Schedule 1 Paragraph 8 of the Housing Act 1988 and not by virtue of any assured tenancy. If the Student fails to enrol with the University or fails to take occupation of the Premises or ceases to be a student of the University or Interrupts their Studies or becomes a Part Time Student (for whatever reason) the University may bring the Accommodation Contract to an end by giving at least 28 days' notice in writing to the Student.
- (ii) If the Student withdraws from the University or Interrupts their Studies he/she should provide written notification of this to the Student Accommodation Service as soon as possible. On receipt of this written notification, the Accommodation Contract shall terminate:
- (a) 28 days after the date of written notification of withdrawal given by the Student to the Student Accommodation Service or, **IF LATER,**
  - (b) the date on which all of the keys or means of electronic entry for the Premises are returned to the Student Accommodation Service.

Termination is conditional upon verification of the Student's withdrawal from the University or they Interrupt their Studies. The Student shall remain liable for the Total Charge up until the termination of the Accommodation Contract or if later, the date on which all of the keys and/or means of electronic entry for the Premises are returned to the Student Accommodation Service.

## 7. Student liabilities

- (i) The Student shall (without prejudice to all rights and remedies of the University under the Accommodation Contract or otherwise) be liable for:
- (a) any fees or monies owing from the Student to the University;
  - (b) any damage to or loss of property to the extent caused by the Student or a guest of the Student or a fair proportion of any damage or loss if it is caused by others as well as the Student or a guest of the Student;
  - (c) any liability fines fees or costs incurred by the University in the event that the Student occupies the Premises as a Part Time Student;
  - (d) any outstanding bills (e.g. telephones) payable to others by the Student;
  - (e) the reasonable cost of replacement of keys, means of electronic entry and locks damaged or replaced as a result of action or loss by the Student or a guest of the Student;
  - (f) any exceptional cleaning costs for the Premises and/or communal parts of the Building caused by any act or default of the Student or guest of the Student; and
  - (g) the reasonable cost of repairing or replacing any property on, around or within the Building (whether or not belonging to the University) damaged as a consequence of an act or omission by the Student together with any costs incurred by the University as a result of the act or default, unless the cost is covered by the University's insurance and in

that circumstance the Student's liability shall be limited to the sum of the insurance excess.

- (ii) All accommodation charges are inclusive of reasonable gas, electricity and water charges. However, where consumption is excessive (by reference to consumption of such services at similar University accommodation) the University reserves the right to recover from the Student a reasonable sum to offset additional cost to the University. Where possible, the Student will be provided with one written warning of potentially excessive use before any sum(s) are recovered from the Student. No notice need be given by the University in the event of excessive use being suspected or actually caused by use that is in breach of other conditions of the Accommodation Contract (for example only, but not limited to, any breach of clause 10 (xii) of these Conditions or the carrying out of illegal activities on the Premises).
- (iii) The University has the right to apportion, on a reasonable basis, to an individual student or to a group of students the liability to pay the cost of repairing damage caused by or arising from an act or omission of that individual or group of students or reimbursing the owner of any property damaged as a result of any such act or omission. Students will be invoiced for sums payable to the University.
- (iv) The University has the right to apportion, on a reasonable basis (that shall be exercised at the absolute discretion of the University) to the Student or a group of students (which may include the Student) the liability to pay the cost of repairing damage caused by or arising from an act or omission of that

individual or group of students or reimbursing the owner of any property of the University or the property of any other student resident in halls for damage caused as a result of any such act or omission. Students will be invoiced for sums payable to the University.

- (v) The Student is entitled to appeal against a decision given pursuant to clause 7 of the Conditions. The appeals process is set out in the Appendix to the Conditions.

## **8. Remedies of the University for breach of terms**

- (i) The University may bring the Accommodation Contract to an end before the end of the Contract Period;
  - a) if any part of the Total Charge is in arrears and has been formally demanded but remains unpaid (reasonable notice will be given to the Student warning them that the Accommodation Contract is to be terminated before the termination takes effect) ; or
  - b) if the Student breaks any of his/her obligations under the Accommodation Contract (after consideration of the seriousness and/or frequency of the behaviour alleged and subject to the right of appeal details in clause (vi) below).

The above does not affect the statutory rights of the Student.

- (ii) In the event of termination of the Accommodation Contract pursuant to clause 8 (i) above, the University may, at its absolute discretion, charge the Student for all Additional Charges due to up to the end of the Contract Period, notwithstanding earlier termination.
- (iii) The Student may be disciplined according to the Disciplinary Action process referred to in the Appendix for a breach of his or her liabilities and/or obligations as set out in clauses 7 and 10 of the Conditions.
- (iv) If the Student breaches the Accommodation Contract the University reserves the right to decline any future application by the Student to reside in University controlled residential accommodation.
- (v) The University reserves the right to decline an application by a student to reside in University controlled residential accommodation where the University reasonably believes that the student poses a risk to the health and safety of other students and staff.
- (vi) The University may require that any visitors of the Student be removed from University property either temporarily or permanently in the event of any breach of the Student's Obligations by the Student or his/her visitors.

- (vii) The Student is entitled to appeal against a decision given pursuant to clause 8 of these Conditions as set out in the Appendix to the Conditions. Where the student has been disciplined pursuant to the Disciplinary Regulations contained in the Regulations for the Conduct of Students, section F of those Regulations provides a right to appeal. For the avoidance of doubt, a visitor to University property shall have no right of appeal against a decision by the University to remove him/her under clause 8(vi).
- (viii) Where the Student fails to pay the Total Charge, the University reserves the right to pursue the Student for the outstanding amount via the Courts.
- (ix) If the Student does not leave the accommodation after the contract has come to an end, the University reserves the right to apply to Court for possession and if necessary, enforce the Possession Order by instructing a bailiff to evict the Student.

## **9. Vacating the Premises**

- (i) The Student's entitlement to occupy the Premises will (unless terminated earlier under the Conditions) terminate at the end of the Contract Period. Upon termination (whether at the end of the Contract Period or earlier) the Student shall vacate the Premises and leave them in a clean and tidy condition and return the keys to the Student Accommodation Service.
- (ii) If any items are left on the Premises at the end of the Contract Period the University may store them as it thinks fit and thereafter, if they are not collected by or on behalf of the Student within 28 days after the end of the Contract Period, dispose of them in such a manner as it reasonably thinks fit.

## **10. Student's obligations**

The Student agrees to comply with the reasonable instructions of University staff and/or contractors authorised by the University and:

### *Use of the Accommodation*

- (i) to inform the Student Accommodation Service immediately should the Student no longer be a student at the University (for whatever reason) or if the Student is suspended pursuant to the Regulations;
- (ii) to inform the Student Accommodation Service immediately should the Student's status change from a Full Time Student to a Part Time Student
- (iii) comply with the Conditions and ensure that visitors comply with the Conditions;
- (iv) only invite visitors onto the Premises and the communal areas which the Student knows and trusts;
- (v) ensure that no visitor under the age of 18 remains on the Premises between 2100 and 0800 hours and that no other visitor remains in the Building between

- midnight and 0800 hours without the prior written permission either of the University or an appropriate officer of the management of the Building;
- (vi) ensure that no visitor is present in the Building or the Premises without the Student also being present;
  - (vii) not to cause nuisance or annoyance or discomfort to other occupants of the Building nor to users or residents of neighbouring or adjoining premises and to keep the Premises quiet between 2300 and 0800 hours;
  - (viii) not to play music or make other noise which is audible from adjoining premises between the hours of 2300 and 0800;
  - (ix) not at any time to cause noise which in the opinion of the University is excessive;
  - (x) not allow any persons other than those authorised by the University to reside in the Premises and not to keep nor permit to be kept any animal, bird or other livestock on the Premises or in the Building without the University's permission. Note that this is not intended to prejudice any right or to contract out of any obligation under the Equality Act 2010 (for example only and not limited to permitting guide dogs where necessary for impaired students);
  - (xi) act responsibly and not recklessly in the Premises and the communal areas to avoid causing damage to University accommodation and/or financial loss to the University;
  - (xii) not install or permit the installation of any telecommunication cables, apparatus or equipment of any kind on the Premises;
  - (xiii) not carry on a business from the Premises without the written permission of the University;
  - (xiv) not to cook, prepare or store any food or drink, whether hot or cold, in the Premises except in such areas of the Building as are specifically designated for such by the University (except for drinks and food for immediate or imminent consumption by the Student);
  - (xv) not to keep bikes in the Premises or the communal areas without written permission from the University to do so;
  - (xvi) The Student shall not buy alcohol on behalf of or supply alcohol to other students, residents or visitors in the Building who are under 18 years of age;
  - (xvii) The Student shall immediately disclose to the Student Accommodation Service in writing any criminal conviction that is made in respect of the Student. The University shall be entitled to take such steps as it may consider appropriate at any time where such conviction may (in the reasonable view of the University)

present a possible risk of either harm or a harmful influence that a Student poses to themselves or others.

### *Damage and Alterations to the Accommodation*

- (xviii) not allow baths, basins, sinks or storage systems to overflow and to take reasonable care not to block or obstruct gullies, waste pipes and drains;
- (xix) (save for fair wear and tear) keep the Building and the Premises, communal facilities, furnishings, fixtures, fittings and decorations in the same condition as recorded by the University at the commencement of the Contract Period and not to allow the Building, Premises, Communal Facilities, fixtures, fittings and decorations to become dirty;
- (xx) not cause nor permit to be caused any damage to the Building or the Premises or their contents, not to make any additions or alterations to the Premises; not to make any permanent alteration to the decoration of the Building or the Premises; not to display nor permit to be displayed any bill, advertisement, notice or nameplate unless authorised or required by the University to do so; and to refrain from any behaviour (including the exhibiting of any material) which may be perceived as causing nuisance, fear, alarm or distress or harassment of other residents and/or staff and/or neighbours on any basis and in particular on grounds of sex, race (which includes colour, nationality, ethnic and national origins), disability, religion/belief, age, pregnancy, gender reassignment and/or sexual orientation.
- (xxi) If any material is found on the Premises that is deemed to be in breach of clause (xx) above, then duly authorised University staff shall be entitled (but not obliged) to remove and dispose of it;
- (xxii) not without the University's written consent to remove from the Building or the Premises any furnishings, fittings, equipment or other articles belonging to the University nor to introduce any furniture into the Building or the Premises;
- (xxiii) not interfere with any electrical fittings nor to overload electrical sockets, and to ensure that all items of electrical equipment belonging to or loaned to the Student, together with all plugs and adapters fitted to or used with such

equipment are safe, compatible with the electrical sockets in the Premises and the Building, and comply with all current relevant British standard specifications;

### *Access*

- (xxiv) permit the University to inspect any item of electrical equipment belonging to the Student and/or kept on the Premises, to make such items of equipment available for inspection if required to do so by the University, and to remove from the Premises or the Building any item of electrical equipment which the University reasonably determines to be unsafe, excessively noisy or otherwise undesirable in any way;

- (xxv) permit duly authorised University staff and/or contractors authorised by the University to enter and inspect any part of the Premises and the University's property in or on the Premises;
- (xxvi) permit duly authorised University staff and/or contractors authorised by the University to enter the Premises for the purpose of cleaning, maintaining, repairing and decorating the Premises or the Building;

Provided that if the Student is under the age of 18 years and access to the Premises in accordance with sub-clauses (xxiii) to (xxv) is required then (except in case of emergency or where otherwise deemed impractical in the opinion of the University) access will not take place unless the prior consent of the Student is obtained and the attendance at the Premises is supervised. If practicable and reasonable to do so the authorised University staff and/or contractors authorised by the University will restrict all access to the Premises of any Student who is under the age of 18 years to times between the hours of 0900 and 1700.

### *Health and Safety*

- (xxvii) to be considerate to fellow students in the University accommodation by cleaning up after yourself in the communal areas. Where fellow students complain and the University is forced to instruct a cleaner to clean up a Student's mess, the University will invoice the Student for the cost of the cleaner plus an administrative charge of £25.00;
- (xxviii) report as soon as possible to a member of the Student Accommodation Service all necessary repairs and/or losses, including the loss of all keys or means of electronic entry;
- (xxix) report as soon as possible to a member of the Student Accommodation Service any situation relating to the Premises or the Building which jeopardises or compromises the security or health and safety of any resident of the Premises or the Building;
- (xxx) use all reasonable means to ensure that the Student and other residents of the Premises or the Building are not prevented from hearing alarms;
- (xxxi) co-operate in all respects and at all times including particularly in case of emergency with University staff (and/or other personnel authorised by the University), Fire Brigade, Ambulance Service, Police or other emergency service personnel;
- (xxxii) abide by any fire regulations and/or safety regulations displayed in the Premises or the Building and/or issued to Students from time to time in respect of Student Accommodation and not to interfere with any fire equipment or fire doors, not to misuse or tamper with fire alarms, not to cover or deface any fire or safety notices and to evacuate the Premises and the Building immediately in the event of an alarm sounding and in accordance with any reasonable instructions;
- (xxxiii) not to introduce any heating, refrigeration or laundry appliance into the Premises;
- (xxxiv) not to bring on to the Premises or the Building or permit to be brought on to the Premises or the Building any material of a specially dangerous, flammable,

explosive or poisonous nature nor any firearms, weapons, replica weapons, ammunition or any other dangerous item nor any illegal substances (including but not limited to, narcotics and other drugs), and if any such material, item or substance is located on the Premises or the Building it may be removed and destroyed/disposed of (at any time) or stored by duly authorised University staff;

(xxxv) not to create a health hazard on the Premises or the Building (such as failing to wash crockery and cooking utensils, failing to dispose of food and rubbish in a proper manner etc.) and to immediately remove or remedy any such hazard notified to the Student by the University. If the Student does not comply with any such notice the University may (at any time) take all reasonable steps to remove and destroy/dispose of or store at the cost of the Student the item(s) causing a health hazard;

(xxxvi) not to create in the Building any situation which in the reasonable opinion of the University is or may be a safety hazard and in particular (but without limitation), not to obstruct or interfere with any means of escape from the Premises in an emergency by placing items in corridors and passageways. On request by the University the Student shall immediately remove any such safety hazard and if the Student does not comply with any such request the University shall have the right (at any time) to remove and destroy/dispose of or store at the cost of the Student any item causing such a safety hazard;

In relation to sub-clauses (xxxiii) to (xxxv) above where it is possible and practicable to do so the University will make reasonable attempts to store any such item(s) and will return any such item(s) to the Student upon the Student reasonably requesting its (or their) return. The Student shall pay on demand the reasonable costs and expenses incurred by the University in taking any such action and in the event of the University storing anything removed from the Premises a reasonable storage charge shall also be payable. The relevant item(s) may be retained by the University until the said sums have been paid in full and the University shall not be liable for any loss or damage suffered by the Student as a result of the storage of the item.

### *Security*

(xxxvii) not to allow unidentified persons into the Premises or the Building;

(xxxviii) not to give door keys or create copies of door keys or means of electronic entry nor divulge codes in respect of any doors to the Premises or the Building to any other person;

(xxxviii) not to prop open any lockable or security doors to the Premises or the Building; and to ensure that all doors and windows to the Premises are locked when the Premises are unattended;

(xxxix) to present a student identity card upon request from University staff or other students;

### **Disability**

- (xl) where the Student intends to declare a disability, to complete the inclusive support questionnaire and inform the Student Accommodation Service prior to applying for accommodation at the University to comply with the University Disability Policy and:
  - (xli) immediately upon being diagnosed with a disability or medical condition, to complete the inclusive support questionnaire and inform the Student Accommodation Service of the diagnosis; and
  - (xlii) in the event that the Student has not provided the inclusive support questionnaire in accordance with (xl) and the University determines that there is a health and safety risk to the Student or others, the University reserves its right to ask the Student to vacate the Premises and subject to availability may re-locate the Student to alternative premises
  - (xliii) the University shall not be liable and held harmless to the Student in the event that the Student has not complied with clauses of (xl) to (xlii) of the terms and conditions and as a result no suitable premises are available for the relocation of the Student
  - (xliv) notwithstanding clause (xlii), the University shall use reasonable endeavours to re-locate Students to alternative premises.

### ***Smoking***

- (xlv) to comply with the no smoking policy in force throughout the Building and to ensure that this policy is observed by all visitors;

### ***Conduct***

- (xlvi) to respect the right of University Staff, other students, and visitors to the Building not to be abused or harassed, whether physically, or verbally or in any other way, and to ensure the appropriate behaviour of his/her visitors to the Building (the Student remains liable for the conduct of his/her visitors at all times);

- (xlvii) not to tamper with any items of mail delivered to the Building;

### ***General***

- (xlviii) to comply at all times with the Conditions and the Halls Handbook; and
- (xlix) where reasonable to use his/her reasonable efforts to encourage compliance with these Conditions, including (but not limited to) notifying UCLan Security Service (visit Harrington Building Room HA001A or telephone 01772 892068 or email [Security@uclan.ac.uk](mailto:Security@uclan.ac.uk)) if you see another Student or visitor to the Building acting in breach of these Conditions.

## 11. University's Obligations

The University will:

- (i) keep in good repair the Premises and the Building;
- (ii) provide lighting to the corridors, stairways, entrances and other communal areas of the Building;
- (iii) provide heating, lighting and power to the Premises (subject to interruption for necessary works or for reasons outside the control of the University);
- (iv) provide cooking and sanitary facilities and furniture fittings and equipment as reasonably required for use of the Premises and the said facilities;
- (v) provide reasonable notice to the Student where possible before accessing the Premises - unless it is an emergency, 7 days' notice should be given. Notice will be given for access to communal areas where possible for planned visits but it is often impracticable to provide notice for other visits such as for maintenance, safety, security, cleaning, welfare purposes;
- (vi) not interrupt the Student's occupation of the Premises and the communal areas more than is reasonably necessary;
- (vii) comply with the University's Data Protection Policy; and
- (viii) ensure security staff are clearly identified, and that any staff or contractors requiring access to the Building or Premises carry, and allow the Student to inspect, appropriate identification documents.

## 12. Complaints

Student Accommodation Service staff will seek to deal with any concerns about the service provided on an informal basis. If, however, a Student wishes to make a formal complaint, the University's complaints procedure must be followed. Details are available from reception at the Student Accommodation Service and on the

University's web page; [http://www.uclan.ac.uk/corporate\\_information/complaints-procedure.php](http://www.uclan.ac.uk/corporate_information/complaints-procedure.php)

### **13. Liability**

Nothing in in the Accommodation Contract shall operate to exclude or restrict the University's liability for death or personal injury caused by negligence or any other liability which may not be excluded or restricted by law.

## APPENDIX

### Disciplinary Action

#### A General

1. In this Appendix:

“Service” means Student Accommodation Service.

“AR” means the Academic Registry (‘AR’).

#### B1. Investigation

Subject to paragraph E, alleged breaches of the Student’s Obligations set out at clause 10 will initially be investigated by Service staff. Any person who is implicated in the alleged breach, or who is a witness, may be required to attend for interview and/or make a written statement of events. The Building is protected by the use of CCTV cameras, footage from which may be viewed as part of the investigation. The Service may also access electronic lock data and internal telephone records as part of the investigation.

#### B2 Procedure

Following investigation, a decision will be made as to a) whether the allegation(s) is/are found proven and, if so, b) an appropriate level of penalty in line with section B3.

The University’s standard of proof will be the civil standard of proof which is that ‘on a balance of probabilities’ the facts of an allegation are more than likely than not to have happened, except in cases of criminal behaviour where the finding(s) of fact and certification of conviction of any UK or International Criminal Court or the findings(s) of a judge in any UK or International Civil Court or where the finding(s) of fact and certification of sanctions by any UK or International Police Force shall be conclusive proof that the allegation is found proven.

#### B3 Outcomes and Penalties

In relation to any one breach of the obligations at clause 10, staff of the Service may impose (such right to be exercised in its absolute discretion) a penalty subject to the Student’s right of appeal in line with the procedure set out in E below. The level of sanction will depend on the circumstances of each case, the severity of the breach, whether there have been any previous breaches by that Student and whether there are any other aggravating factors or mitigating factors.

Penalties can include:

A Verbal Warning, a Written Warning, a Written Undertaking of Future Good Conduct (to be effective for the duration of the Accommodation Contract) and a Final Accommodation Warning (to be effective for the duration of the Accommodation Contract).

In addition to or in substitution for the above penalties, the Service may impose one of the following outcomes:

- (i) that the Student gives an oral or written apology to any person affected by his/her actions;
- (ii) that the Student provides restitution for the cost of repairs of damage, replacement or cleaning;
- (iii) that the Student moves to alternative University Accommodation.

### **C Serious cases and repeated breaches**

Serious cases, and/or repeated breaches of the Conditions may be referred by the Head of Service, Director of Student Services or his/her nominee, to AR as agents for the University for action under the Regulations for the Conduct of Students. The Head of Service, Director of Student Services or his/her nominee may also require the Student to change or temporarily vacate his or her accommodation in accordance with clause 5(vi) of the Conditions, without awaiting the outcome of the referral. In cases where a formal disciplinary investigation is conducted according to the Regulations, the appeals procedure under the Regulations will apply.

### **D Allegations of criminal offences**

- (i) Students alleged to have committed a criminal offence will be dealt with under procedures set out in the Regulations;
- (ii) the University may report any alleged criminal offence to the police;
- (iii) an allegation of misconduct which may also constitute an arrestable criminal offence will normally be reported to the police;
- (iv) pending the decision of the police, the Head of Service may require the Student to change or temporarily vacate his or her accommodation in accordance with clauses 5(iii) (iv) or (vi) (as the case may be) of the Conditions; and
- (v) allegations of drug or alcohol misuse, and/or any behaviour arising from this will be dealt with according to the Student Alcohol and Drugs Misuse Policy.

### **E Appeals Procedure**

- (i) In the case of a decision taken by a member of the Service the Student has the right to appeal to the Head of Service or his/her nominee and, in the case of a decision taken by the Head of Service, to the Director of Student Services or his/her nominee.
- (ii) If the Student wishes to appeal (where appeal is permissible under these Conditions), he/she must make the case for the appeal in writing to the Head of

Service, or to the Director of Student Services (as appropriate) within fourteen days after the date on which the Service dispatches to the Student's University address the written decision against which the Student wishes to appeal. The Student shall state the grounds for the appeal in reasonable detail and state whether the appeal is against:

- a. the decision that the allegation was proved;
  - b. the penalty imposed; or
  - c. both decisions.
- (iii) The Head of Service, the Director of Student Services, or, in each case, his/her nominee (as appropriate), when determining the appeal is empowered to reduce, suspend or annul the penalties imposed in the original decision.
- (iv) The decision of the Head of Service, the Director of Student Services, or, in each case, his/her nominee will be final.