# Southampton

## Halls of Residence Regulations - Effective from 1 July 2009

This document sets out the Regulations and code of conduct for you, and those living around you, in University Halls. Much of the document will appear as common sense but it is important that we set this out in detail so that all Residents understand what is expected of them to facilitate an appropriate living environment.

## **IMPORTANT**

This document forms part of a legally binding contract for accommodation, namely your Residence Agreement. Make sure you read and understand the content of this document. By accepting an offer of accommodation from the University of Southampton you are confirming that you have read and understood the Halls of Residence Regulations and that you agree to adhere to these. If there is anything you do not understand please contact our Student Services Centre in the first instance on +44 (0)23 8059 9599

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#### 1. In Your Accommodation

1.1 Your accommodation is there to support you as a student at the University of Southampton. The Halls provide for a residential study environment and community.

#### 2. Conduct

## 2.1 Your responsibilities

- 2.1.1 You must comply with any reasonable request from any member of University staff
- 2.1.2 You must provide suitable current ID such as your Student or Hall ID cards at the request of any member of staff
- 2.1.3 You must not smoke in any communal spaces (e.g. common rooms, bars, stairwells, entrance areas, corridors, kitchens, dining areas, bathrooms or toilets). If the room allocated is a smoking room, which will be specified by a smoking room sign on the notice board, you may smoke only within this space and must keep your door closed. If the bedroom is not clearly identified as a smoking room you are responsible for not allowing smoking in the room. You must not store smoking paraphernalia in a non smoking room. Please note that the University reserves the right to change the designation of any room from smoking to non smoking either temporarily or permanently
- 2.1.4 You must respect the property and premises and not cause damage. Students will be charged reasonable costs for damages both they and their guests are responsible for and which are not due to normal wear and tear. The assessment of any charge will be made by the Hall Manager
- 2.1.5 You must respect other residents, University Staff, visitors or guests invited onto the premises. Abusive, threatening, harassing or violent behaviour is contrary to the University's ethos, culture and beliefs and will be treated accordingly.
- 2.1.6 You must accept full responsibility and supervision for your guests and visitors when they are on site
- 2.1.7 You must not cause nuisance or noise affecting the work or sleep of others at any time to maintain a vibrant, diverse and friendly living environment
- 2.1.8 You must not cause damage, nuisance or noise which adversely affects residents in and around your local community and may bring the University into disrepute
- 2.1.9 You must not keep items of private and public property, including street furniture, on Hall Premises
- 2.1.10 You must not possess, use or store any item that may affect the safety of the premises and/or any person

- 2.1.11 You must maintain your accommodation in a clean and appropriate manner. You will be asked to rectify the matter if you do not do so. Should you fail to act, additional cleaning will be undertaken at your cost
- 2.1.12 You will not deliberately misuse the Student Telephone and Student Data Network Services, including the creation of cable links between computers located within one or more than one part of the Hall Premises. Students are referred specifically to the University of Southampton iSolutions Rules and Guidelines which are:
  - o Distributed to all users in the University
  - o Available on the University's web pages at
  - www.southampton.ac.uk/isolutions/regs and which govern the use of all computing equipment and Student Data Network Services
- 2.1.13 You must accept that the possession, use, sale or other trafficking of illegal drugs or controlled substances will not be tolerated in Hall. Any resident involved in drug-related activity is likely to be permanently excluded from Halls and reported to the police authorities.
- 2.1.14 Not to bring on to the premises any pets or livestock

## 2.2 Our Responsibilities

- 2.2.1 We must take reasonable actions to promote a friendly diverse and study conducive environment
- 2.2.2 We must provide the hours of cleaning prescribed for your accommodation as listed in your hall
- 2.2.3 We must notify students where the standards of cleanliness are inappropriate
- 2.2.4 We must investigate any complaint of misconduct
- 2.2.5 We must refer any matter of a sufficiently serious nature to the students' Head of School
- 2.2.6 We must take disciplinary action in order to correct and mitigate inappropriate behaviour

## 3. Disciplinary Procedure

- 3.1 To promote an appropriate living environment and to protect all residents it is sometimes necessary to take disciplinary action against individual and groups of residents where breaches of these regulations occur.
- 3.2 The disciplinary action that will be taken, depending on the severity and/or frequency of the breach will be to issue one or more of the below.
- 3.2.1 Verbal warnings
- 3.2.2 Written warnings copied to Personal Tutors/Supervisors
- 3.2.3 Written warnings and fines to a maximum of £100 copied to Personal Tutors/Supervisors.
- 3.2.4 Instruct a student to move room or hall
- 3.2.5 Notice To Quit accommodation copied to Personal Tutors/Supervisors
- 3.2.6 A referral to Head of School to invoke the University's Disciplinary Procedure (see <a href="http://www.calendar.soton.ac.uk/sectionIV/part4.html">http://www.calendar.soton.ac.uk/sectionIV/part4.html</a>)
- Any student subject to disciplinary action has the right of appeal in the first instance to the Assistant Director of Student Services and Head of Wellbeing, University of Southampton, SO17 1BJ or his/her appointed nominee. This must be received within 7 days of the resident being formally notified of this action.

## 4. Health and Safety

4.1 To achieve the necessary standards of Health and Safety, a positive commitment is required from all members of the University.

## 4.2 Your responsibilities

- 4.2.1 You must not create hazards for yourself or others
- 4.2.2 To take all reasonable steps to ensure that your own health and safety, and that of anyone else who may be affected by your actions, is not compromised in any way

- 4.2.3 To keep all rooms, passageways, stairways, exits and fire exits on Hall Premises clear of obstruction and combustible materials at all times
- 4.2.4 You must not bring bicycles into any part of any building unless it is an authorised bike shed
- 4.2.5 To take all reasonable steps to ensure that no rubbish, refuse or any other materials are placed or left to create obstruction in the sinks, baths, showers, lavatories, cisterns and any other pipe work
- 4.2.6 Take care to ensure that any spillages are cleaned up quickly
- 4.2.7 To ensure all food products, crockery, cutlery and cooking utensils are maintained, stored safely and hygienically
- 4.2.8 To dispose of all rubbish and use all general waste and recycling facilities as instructed
- 4.2.9 Not to litter the Hall site
- 4.2.10 To familiarise yourself with the Hall Fire Procedures and with any other publicised emergency procedures including Personal Emergency Evacuation Plans (PEEPs) (if appropriate). You will be contacted separately if you require a PEEP
- 4.2.11 If the University deems at any point that you do require a PEEP whilst residing in University accommodation the process will be discussed with you. If you do not engage with the PEEP process or fail to agree to the proposals made without good reason you will be contravening the Halls of Residence Regulations which may result in a Notice to Quit/termination of your Hall's contract
- 4.2.12 Comply with any restrictions on outdoor activities within Hall grounds, e.g. barbeques
- 4.2.13 Not to play ball games anywhere on the Hall sites
- 4.2.14 Not to wedge Fire Doors open
- 4.2.15 Not to leave cooking unattended
- 4.2.16 Not to use candles or incense in any part of the hall
- 4.2.17 Not to misuse any equipment installed for the safety of yourself and other residents. It is a criminal offence to wilfully set off, damage or misuse any fire exit, fire extinguisher, fire alarm, fire detector or any other emergency appliance provided for the safety of residents
- 4.2.18 To evacuate the premises immediately when the fire alarm is sounding and not to return until instructed to do so
- 4.2.19 To ensure that personal possessions used in your accommodation meet fire, electrical and safety regulations and standards
- 4.2.20 You must not have any fridges, freezers, heaters, microwaves or other domestic appliances in your room/flat. Rice cookers, kettles and toasters are allowed in the kitchens areas only if they meet the required safety standards
- 4.2.21 You must not interfere with, or add to, any of the provided services or utilities such as lighting, heating, white goods, data connection, fixtures and fittings
- 4.2.22 To notify Hall Management of any damage, fault or disrepair as soon as you notice it
- 4.2.23 To register with a local GP and to look after yourself. Where you require onsite medical assistance, ensure the wardens or Hall Management are notified
- 4.2.24 Not to bring into hall items of soft furnishings such a chairs, sofas and curtains

## 4.3 Our responsibilities

- 4.3.1 To deliver the Health and Safety at Work Legislation
- 4.3.2 To ensure all employees and residents take all reasonable steps to maintain their own health and safety and that of anyone else who may be affected by their actions
- 4.3.3 To ensure all works undertaken on the premises are carried out by competent, approved contractors engaged and controlled by the University
- 4.3.4 To keep all passageways, stairways, exits and fire exits on Hall Premises clear of obstructions and combustible materials at all times, this includes decorations, e.g. Christmas trees etc. Any bicycles found inside buildings will be removed and put into storage. A charge for the removal will be applied to the student claming the bicycle. Proof of ownership must be provided.
- 4.3.5 To report to the Head of School and the University's Health and Safety Committee any malicious activation or interference with all fire safety equipment
- 4.3.6 To ensure the premises are evacuated during a fire alarm and not re-occupied until the appropriate clearance is given

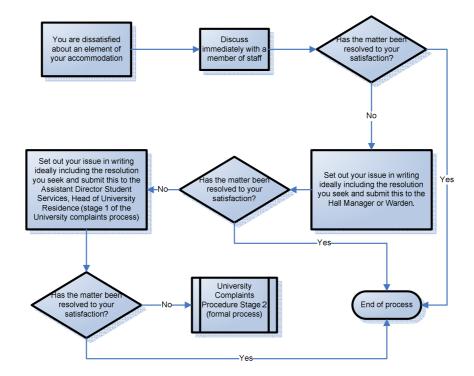
- 4.3.7 To regularly inspect your accommodation including communal areas and remove from the premises any products or equipment which contravenes fire, electrical and safety regulations and standards
- 4.3.8 To ensure all services and facilities provided in your accommodation meet fire, electrical and safety regulations and standards
- 4.3.9 To provide domestic appliances appropriate to the service standards for the accommodation
- 4.3.10 To ensure any damages, faults or disrepairs are rectified as soon as is possible and in line with the Service Standards displayed in the hall

#### 5. Security

- 5.1 Security is the responsibility of every member of the University including its students.
- 5.2 Your responsibilities:
- 5.2.1 Not to allow any unidentified person onto the premises
- 5.2.2 Not to give out door codes, loan keys or wedge lockable doors open
- 5.2.3 To inform University staff immediately of any security concerns
- 5.2.4 To keep windows securely locked when you are out
- 5.2.5 To lock your doors when you leave your room
- 5.2.6 To ensure self closing doors close and lock after use
- 5.2.7 Report lost keys immediately
- 5.2.8 Not to duplicate the keys to your accommodation
- 5.3 Our responsibilities:
- 5.3.1 To record and monitor all incidents and security related matters
- 5.3.2 Maintain and monitor the CCTV equipment in and on hall sites
- 5.3.3 To ensure the security measures in place are maintained and in good order
- 5.3.4 To replace lost keys for a charge

## 6. Complaints

6.1 We encourage residents to let us know if they are unhappy with any aspect of the accommodation. Residents should use the following flow chart to guide them to submit a complaint about the service or facilities received in Halls. As contracts for Halls are between the University and a student we are only able to discuss your concerns directly with you and not with a third party.



- 6.2 You can find the Regulations Governing Student Complaints in the University Calendar, at <a href="http://www.calendar.soton.ac.uk/sectionIV/index.html">http://www.calendar.soton.ac.uk/sectionIV/index.html</a>.
- You have further rights of complaint to the governing body of the UUK Code of Practice for the Management of Student Accommodation if you have used the above complaints process and remain dissatisfied and your complaint relates directly to an element of the code. (See <a href="http://www.universitiesuk.ac.uk/acop/">http://www.universitiesuk.ac.uk/acop/</a>)

## 7. Occupancy and Termination

#### 7.1 Eligibility

- 7.1.1 To be eligible for accommodation you must be a registered student in **full time** education at the University of Southampton. During the period of your residence agreement should you, at any stage, no longer be in full time education the University reserves the right to require you to leave halls within 7 days of the change in your registration.
- 7.1.2 We will consider providing accommodation for those without full time registration on the merits of the individual case. We are unable to guarantee accommodation to students visiting the University on an exchange programme.
- 7.1.3 Irrespective of a resident's student status these regulations are binding.

#### 7.2 Period of Residence

- 7.2.1 All students should note that liability for payment of residence fees will commence once a place has been formally agreed by accepting the Residence Agreement and/or taking possession of the keys and/or taking possession of the accommodation, whichever occurs first. You will be charged accommodation fees from the 'charge from date' stated in your contract.
- 7.2.2 The period of residence is set out in your Residence Agreement.

## 7.3 Your Responsibilities:

- 7.3.1 To have accepted the offer of accommodation prior to arrival
- 7.3.2 To pay for and remain in residence for the entire duration of your contract
- 7.3.3 To notify us if you are arriving before or after the start date of your Residence Agreement. Please note that if you are arriving outside the dates of your contract there will be additional charges for the extra nights of accommodation payable upon arrival
- 7.3.4 To arrive within 24 hours of your contract start date or inform us in writing if you are arriving later. Please note you are still liable for fees from the start date of your contract if arriving late.
- 7.3.5 To vacate your accommodation by 10am on the final day of your contract
- 7.3.6 To return the keys to your accommodation by 10am on the final day or accept liability for payment of the room thereafter until the keys are returned
- 7.3.7 To ensure that your accommodation is left in a reasonable state which would include being clean, free from possessions and rubbish when you leave
- 7.3.8 To ensure that the fees for your accommodation are paid in line with the University's financial regulations (see <a href="http://www.soton.ac.uk/finance/central/fnregs.html">http://www.soton.ac.uk/finance/central/fnregs.html</a>)

## 7.4 Our Responsibilities:

- 7.4.1 To provide the accommodation as specified for the period of your residence agreement
- 7.4.2 To ensure that the accommodation is clean and prepared for your expected arrival
- 7.4.3 To hold your room if you inform us you are arriving later than the start date of your contract. Please note that you will still be charged from the start date stated on your contract
- 7.4.4 All Residents please note your Residence Agreement gives you the right to occupy your hall but does not offer you exclusive possession of a particular room. Whilst students will normally be allowed to remain in the accommodation they are allocated to, the Hall Manager, Warden or Assistant Director of Student Services may require them to change Hall or room of the same or similar standard with reasonable notice. (N.B. Reasonable notice being not less than one (1) week unless agreed otherwise with the student, and immediately in the case of any emergency).
- 7.4.5 Part-catered residents please note that food will not be provided on Bank Holidays or during University vacation periods.

#### 7.5 Transfer

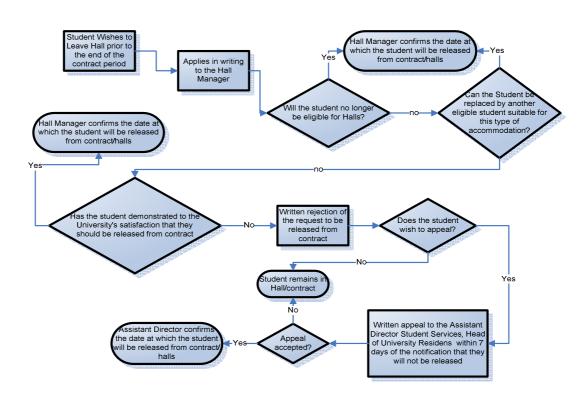
7.5.1 If for any reason you wish to transfer from one room to another or between different halls of residences you should complete a transfer form. These are available from Hall receptions or offices, the Student Services Centre and online. It should be submitted to the Hall Manager of your current Hall who will arrange a transfer if possible. Please note there is an administrative fee of £50 to transfer accommodation.

## 7.6 Sub Letting and Guests

- 7.6.1 No one other than yourself may live in your room. Subletting and/or the loaning of your accommodation is not allowed under any circumstances.
- 7.6.2 The sharing of single accommodation is allowed only where prior permission for a guest has been given by the Hall Manager or Warden. No guest under the age of 18 is permitted to stay in any Hall overnight. Overnight guests can cause disruption to flatmates and other residents and as such the University retains the right to ask any non-resident to leave the site immediately. Please be considerate of other residents and do not have long term overnight visitors.

## 7.7 Early Release from Contract

- 7.7.1 It is important that you understand in accepting this accommodation you have contracted to remain in residence for the full period of the agreement and are liable for such.
- 7.7.2 Early release is only possible where the University can replace you with no financial loss to the Institution.
- 7.7.3 In exceptional circumstances we will consider an application for early release from your contractual liability even if we cannot replace you. In these circumstances you will need to provide, to the University's satisfaction, suitable evidence to support your case for early release.
- 7.7.4 If the University is able to early release you from your contract your liability for the upkeep and payment of your room will last for seven days from the release or until your keys are returned (whichever is the later date). Regardless of any release from your contract you will continue to be charged for the room until your keys are returned.
- 7.7.5 If you do leave Halls early for any reason it is your responsibility to
  - · dispose of any items from your room appropriately
  - leave your room clean
  - close and lock your windows
  - return your keys
- 7.7.6 Please refer to the flow diagram below to guide you through this process.



lt is important that you understand that the contract to stay in Halls is for a fixed term and you will remain liable for fees unless you are formally released by the University. Returning the keys and removing your possessions will not end your contractual liability

#### You can contact Hall Managers at the following addresses:

Glen Eyre: <u>cleaneyr@soton.ac.uk</u> Wessex Lane: <u>fulmonte@soton.ac.uk</u> Small Halls: <u>arandsmh@soton.ac.uk</u>

#### 7.8 Access to Accommodation

7.8.1 The Halls of Residence are University premises and as such any member of University staff, contractor or appropriate public services may be granted access to the general accommodation areas. Where access is required to your study bedroom or self contained flat particular responsibilities apply.

## 7.9 Your responsibilities:

- 7.9.1 You must not allow access to unknown or unidentified persons presenting at your accommodation. In such circumstances you should contact a member of staff for assistance
- 7.9.2 To allow access to your accommodation, upon production of appropriate ID, to all members of staff and/or University contractors

## 7.10 Our responsibilities:

- 7.10.1 To serve the following notice of our intention to access your accommodation:
  - Emergency Access should we feel the situation is an emergency, the University will access your accommodation immediately irrespective of whether you are present. If you are not present we will leave notification we have been there and why
  - Urgent Access we will give a day's notice of our intention to access your accommodation including the reasons for access
  - Planned/Routine Access we will give you 7 days notice of our intention to access your accommodation including the reasons for access
- 7.10.2 To ensure all Staff, Contractors and Public Services representatives are aware they must display valid ID when working in halls of residence

#### 8. Payment of Residence Fees and Prepayments

8.1 Included in your offer of accommodation are the fees payable and the schedule of payments to your accommodation.

## 8.2 Your responsibilities

- 8.2.1 You must be aware of the Universities Financial regulations at <a href="http://www.soton.ac.uk/finance/central/fnreqs.html">http://www.soton.ac.uk/finance/central/fnreqs.html</a>
- 8.2.2 You must review your Financial Account regularly by logging onto the Sussed portal, clicking on the Resources tab and the 'My Financial Account' link. This will detail any outstanding accommodation fees
- 8.2.3 You must pay your fees up front or have an acceptable method of payment in place and should make appropriate arrangements to pay your accommodation fees in time. The University's preferred payment method is by Direct Debit

## 8.3 Our responsibilities

- 8.3.1 We will process any payments in a timely manner
- 8.3.2 We will notify you of any outstanding debts incurred
- 8.3.3 We will issue a Notice to Quit your accommodation if your debts are not cleared within a reasonable time. (NB. This is a legal process which terminates your contract and you will have to find alternative accommodation whilst still being liable for the debt owing to the University).

8.3.4 To inform Academic Schools and relevant Professional Services of any outstanding debt and action taken as appropriate

#### 9. Amendments to the Halls Regulations

- 9.1 Any regulation may be subject to amendment by the University to correct any error or omission provided that:
  - the Amendment does not materially affect the Regulations
  - the Regulations are no more onerous
  - the Regulations remain fair and equitable for all students throughout

#### 10. General Information

- 10.1 It is your responsibility to insure your personal possessions against loss, theft or damage. The University does not insure your personal belongings.
- 10.2 You are not allowed to conduct any form of business, trade, profession or employment or any other commercial activity including casual agreements resulting in any non-residential use of the Premises even if you do not receive any income. You should be aware that this includes using the Hall address, internal mail system, Hall notice boards, the Student Telephone Service and the Student Data Network.
- 10.3 The University cannot guarantee the continuity of the electricity, gas, water, television reception, telephone and data network service supplies to the Halls of Residence as such services are not entirely subject to the University's control. Therefore the University will not accept any responsibility or liability for any losses which may be incurred as a result of any interruption in the supply of these services.
- 10.4 Below are links to useful information on the University's intranet web pages and will be accessible to you when you have enrolled at the University.
- 10.5 Substance Misuse Policy This policy also gives guidance on alcohol related behaviour and smoking practice <a href="http://www.resource1.soton.ac.uk/hr/managing/performance/substance.html">http://www.resource1.soton.ac.uk/hr/managing/performance/substance.html</a>
- 10.6 The University's Disciplinary Procedure http://www.calendar.soton.ac.uk/sectionIV/part4.html
- 10.7 The University's Harassment Policy http://www.resource1.soton.ac.uk/hr/managing/diversity/harassment.html
- 10.8 Car parking the University's car parking policy can be found at the link below. Please note that arrival and departure period parking is only available with a valid permit displayed. First year Undergraduates are not allowed, unless there are exceptional grounds, to purchase a Halls parking permit. <a href="http://www.calendar.soton.ac.uk/sectionIV/part17.html">http://www.calendar.soton.ac.uk/sectionIV/part17.html</a>