

## **CONTRACT FOR UNIVERSITY ACCOMMODATION**

This Contract contains the Terms and Conditions which are applicable to all offers of Accommodation made by the University of Southampton to Students.

### **1. DEFINITIONS**

- 1.1 “Accommodation” means the residential student accommodation identified in the Contract Details sent to all students when they are offered University accommodation, or any other residential accommodation that the Student may be allocated during the Licence Period.
- 1.2 “Agreement” means this Contract for University Accommodation.
- 1.3 “Contract Details” means the details set out in the University’s offer of accommodation.
- 1.4 “Licence Period” means the occupancy dates set out in the Contract Details.
- 1.5 “Offer” means the Offer of accommodation made by the University to the Student set out in the Contract Details.
- 1.6 “Residence Fees” means the fee set out in the Contract Details which is payable to the University in respect of the Student’s occupation of the Accommodation.
- 1.7 “the Student” means the individual to whom the offer of accommodation is made.
- 1.8 “the University” means the University of Southampton, Highfield, Southampton SO17 1BJ

### **2. OFFER & ACCEPTANCE**

- 2.1 By accepting the Offer the Student acknowledges that they have read, accept and agree to be bound by the Terms and Conditions set out in this Agreement and the associated Halls of Residence Regulations.
- 2.2 For the purposes of this Agreement, formal acceptance will take place when the Student’s on line account, which must be set up as part of the application process, shows the Student’s status as ‘accepted,’ or when the Student is given the keys to the Accommodation. Students must accept the Offer prior to arriving at the University, and in the event that they fail to do so there is no guarantee that accommodation will be available.
- 2.3 The Student must arrive within 24 hours of the start date set out in the Contract Details. Failure to do so will entitle the University to rescind the contract between the University and the Student and offer the accommodation to someone else.

- 2.4 Where a pre-payment is required from a Student who does not arrive to take up the Accommodation within 24 hours of the start date, that pre-payment is not refundable and will be retained by the University unless the Student gives notice of the cancellation no later than 4 weeks before the start date set out in the Contract Details.

### **3. THE STUDENT'S OBLIGATIONS**

- 3.1 The Student must pay the Residence Fees on the instalment dates as set out in the Contract Details.
- 3.2 The Student must abide by the University's Halls of Residence Regulations that are in force for the time being, a copy of which are attached at Schedule 1 to this Agreement.
- 3.3 It is a condition of this Agreement that the Student remains a full time student of the University of Southampton for the duration of the Licence Period, and the Student agrees to leave the Accommodation upon request if they should at any time cease to be a full time student of the University.
- 3.4 The University may in its sole discretion allow people who are not full time students of the University of Southampton to stay in the Accommodation, but there is no guarantee that such an offer will be made.

### **4. THE UNIVERSITY'S OBLIGATIONS**

- 4.1 The University will, for the duration of the Licence Period, grant the Student with a Licence to occupy the Accommodation.
- 4.2 The University will use its best endeavours to ensure that any repairs, maintenance or cleaning services are carried out promptly.
- 4.3 The University will use its best endeavours to provide adequate heating and lighting in the Accommodation, but the University cannot accept responsibility for the failure of any services in the Accommodation which are outside its control.

### **5. GENERAL**

- 5.1 The University reserves the right to enter and search the Accommodation in the interests of health & safety or the maintenance of law and order or to carry out essential repairs and maintenance. The University will normally try to provide the Student with 7 days notice of any repair or maintenance work.
- 5.2 If access is required to inspect the Accommodation for any reason other than in the event of an emergency, the Student will be given at least 24 hours notice.
- 5.3 Neither Party will be held be liable for any death, injury or the loss of or damage to personal property in University Accommodation, except where it is caused through that Party's negligence.
- 5.4 The University may, during the Licence Period, require the Student to move to different accommodation than that originally allocated on the giving of not less than 7 days notice in writing, other than in the event of an emergency,

(when an immediate move may be required) which shall be determined by the University using its discretion.

- 5.5 Where the Contract Details state that the accommodation is catered, the catering facilities will only be provided during term-time, and no catering is available during vacation periods.

## **6. CANCELLATION AND TERMINATION**

- 6.1 This Licence will terminate automatically in the event that the Student ceases to be a full time student of the University, in which case the University will release the Student from their obligation to pay the Residence Fees.
- 6.2 If the Student leaves the Accommodation for any reason other than ceasing to be a Student of the University before the end of the Licence Period, the Student will still be liable to pay the Residence Fees for the full period. The University may at its discretion waive this requirement if a suitable replacement is found. This must be another full time University of Southampton student who is not currently in University Accommodation.
- 6.3 The Student has the right to withdraw their acceptance of the offer and cancel this agreement provided that they do so within 7 days beginning the day after the date on which the Student accepts the offer. This right does not apply where the Accommodation is available for occupation before the end of the 7 day period and the Student has taken up the Accommodation.
- 6.4 Where the Student has obtained the University's agreement to early termination of the Licence, they will remain liable for the Residence Fees until the keys to the Accommodation have been returned.
- 6.5 This Agreement may be terminated by either the University or the Student in the event that the other party commits a major breach of this Agreement on not less than 28 days written notice to the other party.

## **7. JURISDICTION**

The construction, validity and performance of this Agreement and all non contractual obligations arising from or connected with this Agreement shall be governed by the laws of England, and the parties irrevocably agree that the Courts of England shall have exclusive jurisdiction over any claim arising under or in connection with this Agreement.

## **8. RIGHTS OF THIRD PARTIES**

It is not intended that any term of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement.

## **9. SEVERABILITY**

If any provision of this Agreement is held by a Court of competent jurisdiction to be illegal, invalid or unenforceable in any respect, then such provision shall (so far as it is invalid or unenforceable) be given no effect, but without invalidating the other provisions of this Agreement. Any provision in this Agreement held invalid or unenforceable only in part will remain in full force and effect to the extent it is not held to be invalid or unenforceable.

**SCHEDULE 1**



## **Halls of Residence Regulations**

**IMPORTANT**

**This document forms part of a legally binding Contract for Accommodation.**

**PLEASE NOTE:**

**FAILURE TO COMPLY WITH THESE REGULATIONS MAY LEAD TO TERMINATION OF YOUR ACCOMMODATION CONTRACT AND/OR DISCIPLINARY PROCEEDINGS.**

**Contents:**

1. In Your Accommodation
2. Accepting your Offer of Accommodation
3. Conduct
4. Disciplinary Procedure
5. Occupancy and Termination
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8. Security
9. Complaints
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11. General Information

## **1. In Your Accommodation**

- 1.1 The Accommodation is there to support students at the University of Southampton. The Halls of Residence provide for a Student study environment and community.

## **2. Accepting your Offer of Accommodation**

### **2.1 The Contract**

2.1.2 The offer of Accommodation will not be deemed to have been accepted until, in the Student's account at [www.onlineaccommodation.soton.ac.uk](http://www.onlineaccommodation.soton.ac.uk), the status of the offer is showing as ACCEPTED (it is the Student's responsibility to check this), or when the keys to the accommodation are collected, whichever is the sooner. A legally binding contract in accordance with the terms of the Contract for University Accommodation incorporating the Halls of Residence Regulations will be formed between the University and the Student from the point of acceptance.

2.1.3 Please note that Students must make sure to accept the University's offer of Accommodation before arrival. In the event that Students do not accept prior to arrival the University does not guarantee that any Accommodation will be available, and any decision to offer Accommodation at that point will be at the University's sole discretion.

2.1.4 Offers of Accommodation are dependent upon all conditions of offer to study being met by you. If a Student accepts this offer and subsequently becomes unable to meet the conditions of the offer to study, they will not be entitled to Accommodation at the University of Southampton. If this is the case, the Accommodation will be cancelled and the Student will be notified to this effect in writing.

2.1.5 Students must arrive within 24 hours of the start date set out in the Contract Details. Failure to do so will entitle the University to rescind the contract between the University and the Student and offer the Accommodation to someone else.

2.1.6 New Postgraduate students and Current Undergraduate/Postgraduate students are required to make a prepayment when accepting their offer of accommodation. Offers will be withdrawn if prepayments are not received.

2.1.7 Offers of Accommodation are also dependent upon a Student having no debt to the University. We will check Student Fees accounts after each instalment of Residence Fees has become due. If it is found that a Student has a debt to the University at this point any offer may be withdrawn, even if the Student has accepted the offer.

2.1.8 The occupation of University Accommodation is governed by the following documents:

- The 'Contract Details' contained in the on-line or hard-copy of the Offer of Accommodation;
- The Contract for University Accommodation, which Students must read before accepting the offer of accommodation; and
- These Halls of Residence Regulations

### **2.2 Prepayment**

2.2.1 Prepayments are non-refundable and will be deducted from the last instalment of the hall fees when due.

2.2.2 In cases where **New Postgraduate** students do not move into a Hall of Residence the prepayment will be refunded in full only where students submit notice in writing to arrive at Accommodation Service, Student Services Centre, University of Southampton, SO17 1BJ or email: [accommodation@soton.ac.uk](mailto:accommodation@soton.ac.uk) no later than the close of business on 1 September.

2.2.3 In cases where **Current Undergraduate or Postgraduate** students do not move into a Hall of Residence the prepayment will be refunded in full only where students submit

notice in writing to arrive at Accommodation Service, Student Services Centre, University of Southampton, SO17 1BJ or email: [accommodation@soton.ac.uk](mailto:accommodation@soton.ac.uk) no later than the close of business on 1 July.

- 2.2.4 Where a New Postgraduate or Current Undergraduate or Postgraduate student's room is otherwise left vacant the prepayment will be forfeit in full to cover the reasonable administrative costs of the University and any applicable loss in residence fee income from the room.

### **3. Conduct**

- 3.1 Students must not interfere with the smooth running and activities of the Halls of Residence and must comply with any reasonable request from any member of University staff
- 3.2 Students must provide suitable current ID such as your Student or Hall ID cards at the request of any member of staff
- 3.3 Smoking is not permitted anywhere within the Halls of Residence, or within 5 meters of any windows or doors.
- 3.4 Students must not cause damage to the Accommodation (including if applicable the shared kitchen/bathroom), Halls of Residence or its grounds. Students must pay the reasonable costs of repairing any damage caused by them or their guests. Repair includes replacement if that is the most economical way of dealing with the damage. An allowance for fair wear and tear will be made when assessing the cost of putting right any damage. The assessment of any charge will be made by the Hall Manager acting reasonably.
- 3.5 Everyone in University Accommodation must respect other Students, 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 dealt with under the University's disciplinary regulations.
- 3.6 Students are responsible for their guests and visitors when they are on site
- 3.7 Students must not cause nuisance or noise affecting the work or sleep of other occupiers or their guests
- 3.8 Students must not cause damage, nuisance or noise which adversely affects residents in and around your local community and may bring the University into disrepute.
- 3.9 Save for personal items (clothing; bedding; linen; towels; personal equipment e.g. computers, laptops, phone and any items mentioned elsewhere in these Regulations; books papers etc) and those supplied by the University, no other items of private and public property (including street furniture,) may be brought onto or into the Halls of Residence.
- 3.10 Students must keep their accommodation (and if not self-contained, any shared kitchen/bathroom) in a clean and tidy condition, and will be asked to rectify the matter if they do not do so. Failure to comply will result in the University carrying out the cleaning, and charging the reasonable cost of this to the Student's Financial Account.
- 3.11 Students must 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 available on the University's web pages at [www.southampton.ac.uk/isolutions/regs](http://www.southampton.ac.uk/isolutions/regs) and which govern the use of all computing equipment and Student Data Network Services. Please note that if in the opinion of iSolutions, any Student is making excessive demands upon the Network, the University reserves the right to cap their use of it in order to preserve an efficient service for all other users.

- 3.12 The possession, use, sale or other trafficking of illegal drugs or controlled substances is absolutely prohibited. Any Student suspected of involvement in drug/controlled substances activity will be reported to the Police. In the event of a caution or convictions for drug/controlled substance offence(s) the University reserves the right to permanently exclude the student convicted. The student will still be responsible for Residence Fees from the date of the caution or conviction until the expiry date of the Occupancy.
- 3.13 Pets or livestock are not permitted in the Accommodation.
- 3.14 Students must not bring onto the premises any promotional or marketing material for any third party, unless expressly authorised to do so by the University.

#### **4. Disciplinary Procedure**

- 4.1 To promote an appropriate living environment and to protect all Students it is sometimes necessary to take disciplinary action against individual and groups of Students where breaches of these Regulations occur.
- 4.2 If an allegation of a breach of these Regulations occurs, the alleged breach will be investigated by Residence Support and the Student or Students alleged to have been involved will have the opportunity to make representations in person or in writing
- 4.3 The right is reserved to the University, depending on the circumstances of each case, to move a student on a temporary basis within the Halls of Residence pending the outcome of any investigation, whether internal or one carried out by external authorities. This will be done where in the opinion of the University it is in the best interests of either the student or the University community. Written reasons for the decision will be given to the student.
- 4.4 If following an investigation it is found that there has been a breach of these Regulations disciplinary action will be taken. Depending on the severity and/or frequency of the breach, penalties include;
  - 4.4.1 Oral warnings
  - 4.4.2 Written warnings copied to Personal Tutors/Supervisors
  - 4.4.3 Written warnings and fines to a maximum of £100 copied to Personal Tutors/Supervisors.
  - 4.4.4 Instructions to a student to move room or hall
  - 4.4.5 Notice To Quit accommodation copied to Personal Tutors/Supervisors
  - 4.4.6 A referral to the Dean of the relevant Faculty or to the Chair of the Committee of Discipline to invoke the University's Disciplinary Procedure (see <http://www.calendar.soton.ac.uk/sectionIV/discipline>)
- 4.5 Any student subject to disciplinary action has a right of appeal in the first instance to the Residences Manager of Student Services, University of Southampton, SO17 1BJ, or his/her appointed nominee by email to [hallsappeals@soton.ac.uk](mailto:hallsappeals@soton.ac.uk) . This must be received within 7 days of the Student being formally notified of this action.

#### **5. Occupancy and Termination**

- 5.1 To be eligible for Accommodation Students must be a registered student in **full time** education at the University of Southampton. If, at any point during the Licence Period, a Student ceases to be in full time education the University reserves the right to require them to leave the Accommodation within 7 days of the change in registration.

- 5.2 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
- 5.3 Irrespective of a Student's enrolment status these regulations are binding.
- 5.4 Students must notify us if they plan on arriving before or after the start date set out in the Contract Details. Please note that where Students are arriving outside the dates in the Contract Details there will be additional charges for the extra nights of Accommodation payable upon arrival. The University has complete discretion whether to grant a request to arrive before the start date.
- 5.5 Student's Accommodation may be moved during the Licence Period. Where a Student is required to move the University will provide reasonable notice of the move and endeavour to provide Accommodation of the same or better standard than that originally used by the Student.
- 5.6 Where the Contract Details state that the offer of Accommodation includes catering, Students must be aware that this is only provided during University term times, and there is no provision for catering outside these times.
- 5.7 The Accommodation must be vacated by 10am on the final day of the Licence Period.
- 5.8 Keys to the Accommodation must be returned by 10am on the final day, failing which the Student accepts liability for payment for the Accommodation thereafter until the keys are returned
- 5.9 The Accommodation must be left in a reasonable state this would include being clean, free from possessions and rubbish when you leave
- 5.10 When Students leave, the University will carry out its own survey of the room (including the shared kitchen, if applicable) and the following actions will be taken;
- Any items left will be treated as abandoned and disposed of appropriately
  - Any important documents found will be passed to the Halls' Management office who will contact Students at their last known address
  - There is a £10 administration fee as well as any postage payable, before we will send any important documents to you.
  - Important documents will only be kept for 6 weeks from the date we write to Students, after that they will be destroyed.

## **6. Transfer**

If for any reason a Student wishes to transfer from one room to another or between different halls of residences they should complete a transfer form. These are available from Halls of Residence receptions or offices, the Student Services Centre and online. It should be submitted to the Residences Manager who will arrange a transfer if possible. Please note there is an administrative fee of £50 to transfer accommodation for second or subsequent transfers.

## **7. Sub Letting and Guests**

- 7.1 No one other than yourself may live in your accommodation without the express permission of the University Accommodation Service. Subletting, sharing and/or the loaning of the Accommodation is not allowed under any circumstances.
- 7.2 Students are allowed an overnight guest who must be 18 years or older. If the guest is to stay more than 7 nights, then the permission of the Residences Deputy Manager ([ressup@soton.ac.uk](mailto:ressup@soton.ac.uk)) must be sought, giving the name and age of the person staying.
- 7.3 The University reserves the right in its entire discretion to ask any guest (which term includes any relative) or visitor to leave the Halls or Residence immediately.



- 7.4 Guests/visitors are expected to be considerate of the needs of other occupiers of the Halls of Residence.

## **8. Access**

In order for the University to inspect, repair and maintain its property we may need access to the Accommodation. It may also be necessary for the employees or contactors of outside bodies, which supply services to the Halls of Residence (such as, but not limited to, the gas, water and electricity companies) to have access to the Accommodation. Where such access is required the University will endeavour to provide the Student(s) concerned with 7 days prior notice for planned maintenance; however in an emergency this may not be possible.

## **9. Health & Safety**

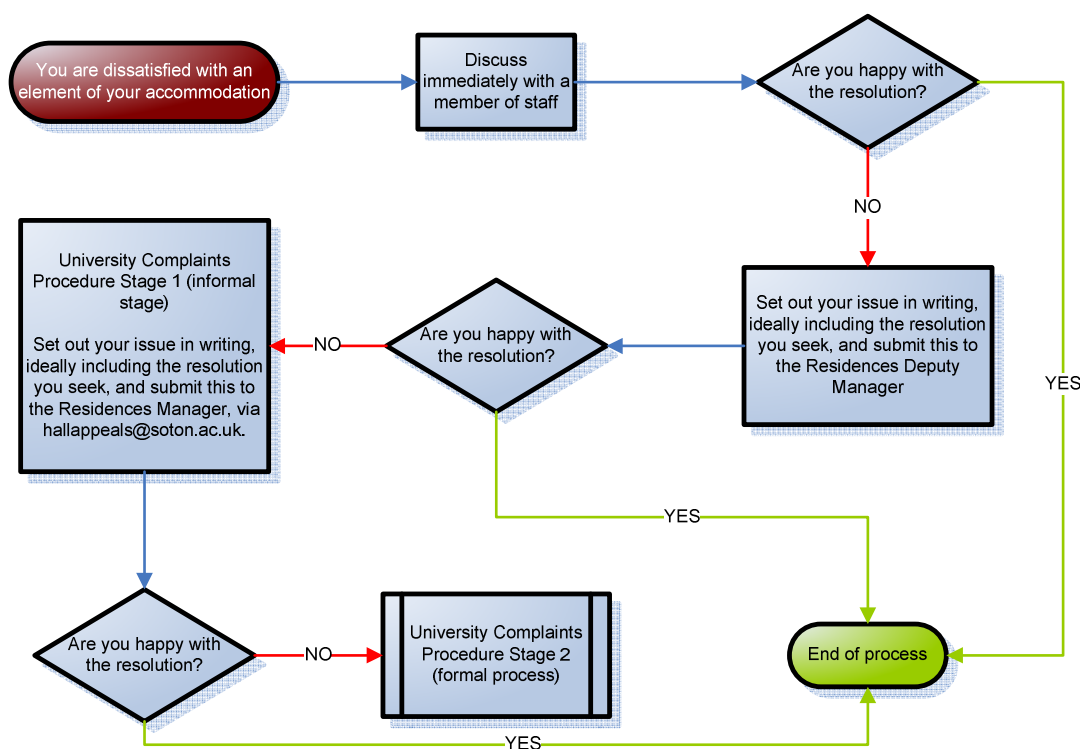
- 9.1 Students must not allow access to unknown or unidentified persons presenting at the Accommodation, and must ensure that their doors and windows are properly secured when they are not present.
- 9.2 If Students have concerns about unknown or unidentified persons they should not approach them but contact a member of staff for assistance. All legitimate Staff, Contractors and Public Services representatives will display valid ID when working in halls of residence
- 9.2 Students must not create hazards for themselves or others, and must maintain a reasonably safe environment for anyone who may need to enter the Accommodation.
- 9.3 Students must take all reasonable steps to ensure that their own health and safety, and that of anyone else who may be affected by their actions, is not compromised in any way.
- 9.4 All rooms, passageways, stairways, exits and fire exits on Hall Premises must be kept clear of obstruction and combustible materials at all times
- 9.5 Bicycles must not be brought into any part of any building unless it is an authorised bike shed
- 9.6 Students must ensure that:
- 9.6.1 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;
  - 9.6.2 Any spillages are cleaned up quickly;
  - 9.6.3 All food products, crockery, cutlery and cooking utensils are maintained, stored safely and hygienically;
  - 9.6.4 All rubbish is disposed of and use all general waste and recycling facilities as instructed;
  - 9.6.5 They evacuate the premises immediately when the fire alarm is sounding and not to return until instructed to do so by University staff or the Fire Service
  - 9.6.6 Personal possessions used in your accommodation meet UK fire, electrical and safety regulations and standards
  - 9.6.7 They notify Halls of Residence Management of any damage, fault or disrepair as soon as it is noticed
  - 9.6.8 They comply with any restrictions on outdoor activities within Halls of Residence grounds, e.g. barbeques; and
  - 9.6.9 They familiarise themselves with the Halls of Residence Fire Procedures and with any other publicised emergency procedures including Personal

Emergency Evacuation Plans (PEEPs) (if appropriate). Students who require a PEEP will be contacted separately.

- 9.7 If the University deems at any point that a Student requires a PEEP whilst in University Accommodation, the process will be discussed with the Student concerned. Failure to engage with the PEEP process or a failure to agree to the proposals made without good reason will entitle the University to issue a Notice to Quit and terminate the Contract for Accommodation.
- 9.8 Students must not:
- 9.8.1 Play ball games anywhere on the Halls of Residence sites, except in designated areas
  - 9.8.2 Wedge Fire Doors open. These are designed to protect escape routes and prevent the spread of toxic smoke and fumes.
  - 9.8.3 Leave cooking unattended under any circumstances
  - 9.8.4 Use candles or incense in any part of the hall
  - 9.8.5 Misuse any equipment installed for the safety of yourself and other Students. **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 Students**
  - 9.8.6 Have any fridges, freezers, heaters, microwaves or other domestic appliances in rooms/flats. Rice cookers, kettles and toasters are allowed in the kitchens areas only if they meet the required safety standards
  - 9.8.7 Interfere with, or add to, any of the provided services or utilities such as lighting, heating, white goods, data connection, fixtures and fittings
  - 9.8.8 Bring into the Accommodation items of soft furnishings such as chairs, sofas and curtains.

## **10. Complaints**

- 10.1 We encourage Students to let us know if they are unhappy with any aspect of the accommodation. Students should use the following flow chart (continued over the page) to guide them to submit a complaint about the service or facilities received in Halls. Please note that as the Contracts of Accommodation are between the University and Students, we are only able to discuss your concerns directly with them and not with a third party.



10.2 The Regulations Governing Student Complaints can be found in the University Calendar, at <http://www.calendar.soton.ac.uk/sectionIV/index.html>.

10.3 Students have further rights of complaint to the governing body of the UUK Code of Practice for the Management of Student Accommodation. See <http://www.universitiesuk.ac.uk/acop/> for further details

## 11. General Information

11.1 **It is the responsibility of Students to insure their personal possessions against loss, theft or damage. The University does not insure the personal belongings of Students.**

11.2 Students 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-Studential use of the Premises.

11.3 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. You are strongly urged to 'back-up' any vital data at regular intervals.

11.4 Unless specifically requested not to by the Student concerned, the University will pass on details of Students names and Hall of Residence (but not room numbers), to the Student's Union.

11.5 Unless specifically requested not to by the Student concerned, the University will pass on details of Students names and hall addresses to the Electoral Registrar for inclusion on the full version of the Electoral Register (i.e. the version that is **not** available for general sale).

- 11.6 Student educational and professional development activities associated with University ICT resources will take priority over other network activities from Halls of Residence.
- 11.7 Below are links to useful information on the University's website.
- 11.8 Substance Misuse Policy - This policy also gives guidance on alcohol related behaviour and smoking practice - <http://www.southampton.ac.uk/hr/managing/performance/substance.html>
- 11.9 The University's Disciplinary Procedure - <http://www.calendar.soton.ac.uk/sectionIV/discipline>
- 11.10 The University's Dignity at work and study policy - [http://www.soton.ac.uk/hr/managing/diversity/Dignity\\_at\\_work\\_and\\_study\\_policy.doc](http://www.soton.ac.uk/hr/managing/diversity/Dignity_at_work_and_study_policy.doc)
- 11.11 Car Parking - <http://www.southampton.ac.uk/estates/services/carparking/index.html>

**You can contact the Residences Managers at the following address: [halls@soton.ac.uk](mailto:halls@soton.ac.uk)**