



UNIVERSITY OF

WINCHESTER

STUDENT RESIDENTIAL LICENCE AGREEMENT & STUDENT RESIDENCE REGULATIONS

UNIVERSITY MANAGED HOUSES

ISSUED 2021

Please read your Student Residential Licence Agreement and these Regulations before signing the Agreement.

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

INTRODUCTION

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

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

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

COVID-19 & CHANGES TO THE REGULATIONS

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

CONTACT DETAILS

STUDENT HOUSING SERVICES

01962 827533

housing@winchester.ac.uk

St Swithun's Lodge

OUT OF HOURS

Site Stewards: 01962 827666/827667

DEFINITIONS

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

Accommodation	means the residential Student Accommodation as specified in the online room offer/acceptance process or paper offer letter (if the online process is not used) or any other residential Accommodation which the University may allocate to the Student during the Period of Letting.
Agreement	means these Student Residence Regulations and all details included in the online room offer/acceptance process (as summarised in the confirmation email provided at the end of the process) or on the paper offer letter (if the online process is not used).
Authorised Staff	means any persons who are employed by the University in any of the following capacities: Cleaners, Maintenance, Security, Housing (including Residential Assistants and Warden staff), Recruitment and Marketing staff and Student Services staff (see clause 2.35 of the Regulations).
Household	means a group who live together in accommodation and share cooking and/or bathroom facilities and/or substantial common space, located typically behind a common entry door in a designated house, flat or specific corridor or cluster of study bedrooms, who so constitute a Household.
The University	means The University of Winchester, Sparkford Road, Winchester SO22 4NR.
Residence Fee	means the Licence Charge payable as stated in the online room offer/acceptance process or paper offer letter (if the online process is not used), in respect of the Student's Residence in the Accommodation and which is payable by the Student to the University during the Period of Letting. The Residence Fee is payable in advance, either in full on the 8 th October 2021 or by three equal instalments on 08 th October 2021, 14 th January 2022 and 06 th May 2022. Fees are detailed in the room offer of Accommodation and (for first year students) on our website at: https://www.winchester.ac.uk/accommodation-and-winchester-life/accommodation/costs/

Period of Letting	means the period granted by this Agreement starting and ending on the dates stated in the online room offer/acceptance process or paper offer letter (if the online process is not used).
Arrivals Concession	means any period when students move into their accommodation at the start of the Period of Letting in which student residents are not charged for their accommodation. Any Arrivals Concession will be granted only where the application of Westminster Government Guidance in relation to a local, national or global emergency, for example management of Covid-19, means that the start date for charges for accommodation for students is revised to be set as later than the start date of the Period of Letting as stated in the online room offer/acceptance process or paper offer letter (if the online process is not used). We will use all best endeavours to notify students of the duration and the amount of any Arrivals Concession in good time ahead of the date on which the first instalment of the Residence Fee is due to be paid. Any overpayment of the Residence Fee made by any student in relation to any Arrivals Concession/s will be refunded to the account from which the Residence Fee payment was made.
Summer Retainer Fee	means the Licence Charge, equal to half the Residence Fee for four weeks, payable by the Student (if allocated to a 52 week contract) to the University for the period at the start of the licence agreement. The amount is indicated on the paper/digital licence agreement. The Student is not allowed to reside in the accommodation during this period.
Regulations	means the Student Residence Regulations issued by the University in Summer 2021 amended from time to time
Student/Resident	means the person who has been offered the Accommodation through the online room offer/acceptance process or paper offer letter (if the online process is not used) who is a student who has been accepted for a course of study at the University and who has been offered and has accepted Accommodation by the University. This includes any carers/support staff employed by the Student and granted permission by the University to reside in or regularly access the Accommodation.
Term	means an academic term of the University, the dates of which will be published from time to time.
Westminster Government	means the central government of the United Kingdom of Great Britain and Northern Ireland.

1.0 GENERAL

Definitions & Interpretations	1.1	<p>The Student Residential Licence Agreement is the contract between the University of Winchester and the Student relating to the Accommodation and comprising the online room offer/acceptance process or paper offer letter ("Licence Agreement") and these Student Residence Regulations ("Regulations")</p> <p>Together referred to as the "Agreement"</p>
	1.2	<p>Words and phrases used in these Regulations shall, if defined in Clause 1 of the Licence Agreement have the same meaning in these Regulations as in the Agreement.</p>
Grant of Residence	1.3	<p>The University grants the Student the right to reside in the Accommodation for the Period of Letting (specified on the Licence Agreement).</p> <p>The Period of Letting will not necessarily start and finish on the same dates as the University's academic year.</p>
University Rules & Regulations	1.4	<p>The Student must comply in all respects with:</p>
	1.4.1	<p>The Terms and Conditions in this Agreement</p>
	1.4.2	<p>'Disciplinary Procedures for Students' and the 'Regulations for payment of University Fees' and the 'Conduct Policy for Students' which are available to review on the University website: https://www.winchester.ac.uk/about-us/leadership-and-governance/policies-and-procedures/</p>
	1.4.3	<p>Any proper and reasonable requests from University staff including authorised contract workers that work within or manage the Accommodation</p> <p>PLEASE NOTE: Any breach of any of these Rules and Regulations could result in the termination or interruption of this Agreement. In the event of any discrepancy or contradiction between these Regulations and the University Regulations, the University Regulations shall prevail and take precedence.</p>
Periods not covered by the Period of Letting	1.5	<p>There is no right to reside in the Accommodation outside the defined Period of Letting.</p> <p>Where the Period of Letting includes a Retainer Period, there is no right to reside during the Retainer Period and belongings cannot be kept in the Accommodation without prior written consent from the Housing Manager (Off Campus), Student Housing Services Manager or Head of Housing & Security.</p>

PLEASE NOTE: In the event of a local, national or global emergency where the Westminster Government has put measures in place to restrict movement, the University will ensure that if the Student is unable to vacate their accommodation, the Period of Letting will be extended. This may involve charges for extra nights and/or relocation to other accommodation as per Clause 7.1

Staff responsible for Management of the Accommodation	1.6	The overall responsibility for the management of the University Managed Housing rests with the Director of Estates and Facilities Services. The day-to-day management of the Accommodation is delegated to the Head of Housing & Security, with operational control vested in the Student Housing Services Manager and the Housing Managers (Off and On Campus). They are assisted by Housing Advisors, the Allocations and Systems Officer, Housing Support Assistant, Residential Assistants and Wardens.
Moving in without Signing the Agreement	1.7	If the Student moves into the Accommodation without having signed the Licence Agreement, they will be found to have accepted this Agreement by their actions.
Variations	1.8	No variation of this Agreement will be valid unless it has been confirmed in writing by either the Student Housing Services Manager, Head of Housing & Security or Director of Estates and Facilities Services.
Governing Law	1.9	This Agreement is governed by English Law, which for international students may differ from their home experience, and any legal proceedings brought by either the Student or the University under the terms of this Agreement will be heard by the courts in England.
Accreditation	1.10	All University Managed Accommodation meets the required standards stipulated under the Winchester City Council Shared Housing Accreditation Scheme. Details of the scheme can be viewed by visiting www.winchester.gov.uk .
Service of Notices	1.11	Any Notice that the University serves on the Student under this Agreement will be made in writing and will be delivered by hand, email, first class post, or special or recorded delivery and sent to them at:
	1.11.1	The Accommodation and/or
	1.11.2	Their University email account and/or

	1.11.3	The address they provide to us in the UMH application process, or such other address that they have notified to the University.
Guarantee/s of Accommodation	1.12	Any guarantee given by the University to allocate Accommodation to the Student shall cease to have effect if this Agreement is terminated for any reason in accordance with its terms.
Complaints	1.13	<p>Any complaints regarding the Accommodation will be covered by the Housing Services Internal Complaint Process in conjunction with the University Complaints Policy, available to view on request or on the University main webpage at: https://www.winchester.ac.uk/about-us/leadership-and-governance/policies-and-procedures/</p> <p>The University complies with national requirements to provide an external review of complaints, which is covered under the University Complaints Policy.</p> <p>The University will not consider complaints received later than 20 working days of the incident; or if appropriate, later than 10 working days after a failure to resolve the complaint at the Informal Stage. More information is referenced in the University 'Complaint Handling' Policy.</p>
Loss or Damage	1.14	Subject to the provisions of the Occupiers Liability Act 1984 and the Defective Premises Act 1972 the University shall not in any circumstances incur any liability in respect of loss or damage to any person or property or the Accommodation or otherwise, unless the loss or damage was caused by the University's negligence.
	1.14.1	The University has the right to carry out any alterations or building works at the Accommodation or on its' adjoining or neighbouring property without liability for disturbance where it has used reasonable endeavours to carry out works at times likely to minimise disturbance and for as short a period as is reasonably practicable. Such reasonable endeavours may not be feasible in case of emergency, wherein this right remains protected from liability for disturbance throughout.

2.0 STUDENT RESPONSIBILITIES – THE STUDENT AGREES TO

University Rules & Regulations	2.1	The Student will comply in all respects with the following:
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	2.1.1	the Terms and Conditions in this Agreement; and
	2.1.2	the 'Disciplinary Procedures for Students' which are available for review on the University website: https://www.winchester.ac.uk/about-us/leadership-and-governance/policies-and-procedures/
	2.1.3	any proper and reasonable requests from University staff including authorised contract workers that work within or manage the Accommodation
		PLEASE NOTE: Any breach of any of these Rules and Regulations could result in the termination or interruption of this Agreement. In the event of any discrepancy or contradiction between these Regulations and the University Student Disciplinary Regulations, the University Student Disciplinary Regulations shall prevail and take precedence.
Licence Charges & Methods of Payment	2.2	The Licence Charges which include the Residence Fees and (where applicable) the Summer Retainer Fee are determined annually and are described in the Licence Agreement.
		There are two methods of payment:
	2.2.1	Pay in full before 08 th October 2021 and receive a discount of £100 on the bill. (The discount only applies to those students paying for and using a full year's Accommodation. Please note, if the Student leaves the Accommodation early the discount will be reclaimed and where there are multiple Residents in a room, the discount is per room and pro-rata.
	2.2.2	By three instalments by Recurring Card Payment (RCP) only on the 08 th October 2021, 14 th January 2022 and 06 th May 2022 to coincide with student loan payments. You will need to register your card on the University's payment portal to pay in instalments: https://payments.winchester.ac.uk/payments
		No other instalment plans are possible.
		PLEASE NOTE: The full year's cost of accommodation is split into 3 equal instalments to coincide with payment dates of maintenance loans from Student Finance to help with your budgeting. An individual instalment payment does <u>not</u> cover your stay in accommodation until the next instalment date. Therefore, if you leave accommodation before the next payment date there may be a balance due to pay.
Payment Date Concession if Student Loan is Delayed	2.3	For students whose first instalment of their student loan is delayed beyond the dates above, the University will permit them to pay their Residence Fees within 10 days of receipt of their loan. Students must notify the Finance Office if their loan is delayed otherwise this arrangement will not apply and the Student will be deemed to be late in making payment and clause 2.4 will apply.

Late Payment	2.4	For failure to pay by the stipulated dates the non-payment of fees procedure will apply as set out in Schedule 1. (Please also see clause 8)
<p>PLEASE NOTE: Students in particularly difficult financial circumstances should contact the Finance Department before the date on which their Licence Charges are due. In cases of financial hardship it is the responsibility of the Student to inform the Finance Department before the payment due date. The Finance Department is not obliged to make enquiries where no representations have been made. Students in financial hardship should seek advice from Student Services.</p>		
Outstanding Debts	2.5	<p><u>IMPORTANT - PLEASE READ</u></p> <p>Late or non-payment of Licence charges for your Accommodation may result in the University taking action to terminate the Agreement as per clause 8.1 of the Agreement (Termination for Serious Breach, Failure to Pay Licence Charges). Late or non-payment of Licence Charges may also affect any future application to reside in University Accommodation (owned or managed) and any Reference provided to private landlords and/or letting agents in the future. If you are experiencing difficulty in making payment, please contact the Finance Office as soon as possible so they can work through your difficulties with you. The University has a Debt Management Policy 'Payment of University Fees – Regulations' which you should read through, this can be found at: https://www.winchester.ac.uk/about-us/leadership-and-governance/policies-and-procedures</p> <p>You can also contact Student Services who may be able to assist you further via StudentsandMoney@winchester.ac.uk; Student.Advice@winchester.ac.uk</p>
Liability for Licence Charges for entire Period of Letting & Exceptions	2.6	<p>The Agreement is for the duration of the Period of Letting. Accordingly, the Licence Charges which include the Residence Fee and where applicable the Summer Retainer Fee, are payable by the Student for the whole of the Period of Letting. No refund or reduction of the Licence Charges will be made upon interruption or termination of the Agreement before the end of the Period of Letting for any reason, except as indicated in clauses 2.6.1 - 2.6.4 inclusive below:</p>
	2.6.1	<p>Where the Student ceases to be a student at the University, the University may exceptionally and at its absolute discretion refund all or part of the Licence Charges, which include the Residence Fee and (where applicable) the Summer Retainer Fee, in a proportion commensurate with the length of time remaining in the Period of Letting, subject to a maximum of 28 Days' Notice. The Student can reduce this Notice period to a minimum of 14 Days' Notice at the time of submission of the form.</p>

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

For students residing in Single Sex accommodation, please refer to clauses 2.40 and 2.41.

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

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

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

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

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

	2.6.4	Where keys to the accommodation have been returned and accepted by the University and/or key card access has been suspended for the period of any Temporary Interruption, whether Part or Full, for purposes including but not limited to safe keeping and responsible property management, this will not in itself constitute acceptance of surrender of the Agreement by either the University or the Student unless agreed subsequently by both parties.
Absence during Period of Letting	2.7	No refund will be made in respect of absence from the Accommodation at any time during the Period of Letting, with the sole exception of absence under terms relating to a local, national or global emergency, for example, management of Covid-19 as specified in Arrivals Concession (see DEFINITIONS) and clause 2.6.3 above in these Regulations. Students are not permitted to sublet the Accommodation at any time.
VAT	2.8	At the date of this Agreement, the Licence Charges which include the Residence Fees and (where applicable) the Summer Retainer Fee for students is exempt from VAT but The University reserves the right to charge VAT if it becomes payable during the Period of Letting, for instance, if the Student ceases to receive a supply of education from the University or if there is a change in the law.
Council Tax	2.9	At the date of this Agreement, properties occupied solely by full time students can be exempted from Council Tax. The Student will comply with Schedule 2 in order to exempt the Accommodation or building containing the Accommodation from Council Tax.
	2.9.1	If Council Tax becomes due as a result of the Student becoming part time, the Student will reimburse the University for any tax paid by the University on the Student's behalf.
	2.9.2	If Council Tax becomes due as a result of the Student not complying with Schedule 2, the Student will reimburse the University for any tax paid by the University on the Student's behalf.
Internet	2.10	If an internet connection has been provided, the Student will be jointly responsible, along with other residents in the Accommodation, to ensure appropriate use of the internet. Outgoing phone calls will be barred on the phone line. If students would like to receive incoming calls, this then becomes the student's responsibility. PLEASE NOTE: The University reserves the right to make a charge for excessive use if the Student exceeds the download limit. If it is not possible to identify one individual responsible for exceeding the download limit, any charge will be split between all Residents in the Accommodation.
Utilities (gas, electric, water, oil)	2.11	The Student will be jointly responsible along with other Residents in the Accommodation to ensure reasonable use of the utilities supplied to the property.
	2.11.1	The Student is responsible for ensuring that timers are set on boilers in accordance with prevailing weather conditions. Information will be provided prior to vacation periods to remind students of this.

	2.11.2	The Student is responsible for ensuring that all electrical equipment is switched off when not in use. Information will be provided prior to vacation periods to remind students of this.
	2.11.3	The Student is responsible for ensuring that all plumbing equipment is switched off when not in use; this may include, but is not limited to taps and showers. Information will be provided prior to vacation periods to remind students of this.
	2.11.4	The University reserves the right to make a charge for excessive use if the student uses more than £10 per week in gas, electricity and water combined.
		PLEASE NOTE: If it is not possible to identify one individual responsible for exceeding reasonable use of the utilities, any charge will be split between all Residents in the Accommodation.
Moving in & Inventory	2.12	An inventory of condition and contents will be available to the Student on arrival to the Accommodation. The Student should check the inventory and mark any discrepancies. The checked inventory must be submitted to the Housing Office within one week of arrival. PLEASE NOTE: the inventory is a record of condition and contents of the Accommodation, NOT a maintenance reporting tool. Anything noted on this that is a Maintenance issue cannot be deemed to be reported, Maintenance issues must be reported separately through the procedure detailed in clause 2.33. This is an important part of the Licence Agreement as it helps to ensure charges for damage (carpet stains for example) not caused by the Student aren't charged to the Student after vacation of the Accommodation.
Damage, Breakages, Loss	2.13	The Student will reimburse the University on demand for the reasonable costs incurred by the University in repairing or replacing any damage, breakages or loss to the Accommodation, building or contents where caused by the Student or their invited or uninvited visitors. This includes damage, breakages or loss to any University Accommodation, either on or off campus.
	2.13.1	The student will reimburse the University on demand the reasonable costs incurred by the University in disposal of or recycling any item damaged or broken by the student. The non-payment of fees procedure will apply as set out in Schedule 1 (please also see clause 8) in the case of non-payment.
Post Arrangements	2.14	The Student should make arrangements to have post forwarded when they move out of the Accommodation. The University is not able to forward post delivered after the end of the Period of

Letting. Post will be returned to sender where possible. Any post for previous residents of your Accommodation should be labelled 'return to sender' and posted back in the post box.

PLEASE NOTE: Students must not arrange for post to be delivered to the Accommodation before the occupation start date. Post collected between Licences will either be disposed of or returned to sender.

Respect for Others

In the interests of maintaining a positive, safe and secure living environment in addition to the wellbeing of other residents of University Managed Housing, Staff, Visitors and Neighbours, the Student will follow clauses 2.15-2.20 below.

Noise	2.15	The Student will refrain from excessive noise at any time. The Student must remember that what they deem to be excessive may vary from their neighbours' beliefs. Reasons for this may include the reasonable needs of neighbours who have young children, elderly neighbours and neighbours who work throughout the night and therefore sleep during daylight hours.
Consideration for Neighbours	2.16	The Student will have consideration for their neighbours and be aware that although they are away from the University campus, their behaviour still has consequences that can affect the University's reputation in the community. This includes keeping the external areas of the Accommodation in a clean and tidy condition and free from excess refuse and recycling. Bins should be returned to the bin storage area on the day they have been emptied.
Outdoor Activities	2.17	The Student will refrain from noisy outdoor activities.
Drones	2.17.1	The Student is not permitted to use drones or any similar mobile image or video capturing device without the prior consent of the Housing Manager or Security Manager.
Parties	2.18	The Student will not hold, permit, or participate in any party in the Accommodation, or in the building containing the Accommodation, or the grounds at any time.
Anti-Social Behaviour	2.19	The Student will refrain from any behaviour which may endanger the safety of or be construed or perceived as harassment, bullying, nuisance, annoyance, discriminatory or anti-social behaviour towards any other residents of University Managed Housing, University staff or its agents or contractors or any neighbouring properties or services, by whatever means but in particular by reason of or reference to any other person's gender, race, colour, nationality, religion, disability or sexuality. Methods of exhibiting such behaviours, which may include but are not limited to verbal, physical (either to person or belongings) or via online activity may be considered a breach of this clause.

This is in accordance with the 'Conduct Policy for Students' which can be found on the University website at:

www.winchester.ac.uk/about-us/leadership-and-governance/policies-and-procedures

2.19.1

Ensure absolutely that all advice and guidance provided by the University in these Regulations, the Student Resident Guide to Housing, the Housing Service web and Intranet pages, posters in Accommodation, subsequent communications through the Period of Letting on the topic of healthy and safe management of Covid-19 and in relation to the Covid Aware Residence Experience for all residents, is strictly observed. This includes any ad hoc advice and instruction given by members of staff throughout the Period of Letting.

PLEASE NOTE: Anti-Social Behaviour relating to the healthy and safe management of Covid-19 places the residential community and the wider University Community at significant risk and will always be considered as a breach of these Regulations.

2.19.2

The Student will not put up posters or other pictorial representations (including videos, symbols and iconography) which depict explicitly matters of a violent or sexual nature which may cause offence to other residents, members of the University or legitimate visitors to the Accommodation and its shared facilities. Accordingly, the Student must refrain from displaying such material in the Accommodation and shared facilities. In the event of any dispute or doubt as to whether any material offends this clause, it will be resolved by a member of Housing Services staff, whose decision will be final. This is in accordance with the 'Conduct Policy for Students' which can be found on the University website, under Freedom of Information and Public Documents.

2.19.3

The Student will not remove property from neighbours that does not belong to the Student and bring it into the Accommodation (which could include, but is not limited to removing building site equipment from sites or road sides, wheelchairs from the Hospital, or shopping trolleys from Supermarkets). This will be considered a breach of this clause in addition to being a nuisance to our neighbours and also theft.

PLEASE NOTE: In addition to any action taken by the Police and under the University Student Disciplinary Regulations, action may be taken under the terms of this clause.

Social Distancing

2.20

The Student must adhere to any Social Distancing Guidance as regulated by the Westminster Government and supported by the University of Winchester.

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

Respect for the Living Environment

Condition of the Accommodation		In the interests of safety and security and the wellbeing of other residents of University Managed Housing, the Student will follow Clauses 2.21-2.35 below.
Loss/Damage	2.21	<p>The Student will not cause damage to or loss of any property from the Accommodation. This includes damage, breakages or loss to property within any University Accommodation, either on or off campus. The Student will be responsible for any loss of or damage to any property in the Accommodation (whether caused wilfully or through negligence) for the duration of the Licence Agreement. The Student shall (unless the Student is found to be solely responsible for any loss or damage) be jointly responsible for loss of or damage to property in areas used in common with other residents. The cost of any damage or loss will be charged to the Student. The non-payment of fees procedure will apply as set out in Schedule 1 (please also see clause 8) in the case of non-payment.</p>
Alterations	2.22	The Student will not make any alteration or addition to the Accommodation or any other parts of the building within which the Accommodation is located, or the grounds, nor cause any damage therein.
Changing décor	2.23	The Student will not affix, without the prior written consent of the University, any aerial, cupboard, bookcase, shelf, picture or other fixture to the walls or woodwork of the Accommodation, and not carry out any redecoration of the Accommodation.
Notices	2.24	<p>The Student will not display or permit to be displayed on or in the Accommodation any advertisement, notice, bill or nameplate without first seeking permission from the Housing Manager (Off Campus).</p> <p>PLEASE NOTE: permission will not be granted to display any permanent advertisement, notice, bill or nameplate or anything that depicts explicitly matters of a violent or sexual nature that may cause offence to other residents of the Accommodation or legitimate visitors to the Accommodation and its shared facilities. This is in accordance with the 'Conduct Policy for Students' which can be found on the University website at: www.winchester.ac.uk/about-us/leadership-and-governance/policies-and-procedures</p>
Blu /White-tack/tape	2.25	<p>The Student will not affix drawing pins, staples, sticky tape, Blu-Tack, White-Tack or other similar substances or adhesives to the walls, ceilings, windows or doors of the Accommodation, but will use the notice boards provided.</p> <p>PLEASE NOTE: Breach of this Clause resulting in any damage will make the Student liable for the cost of redecoration (see Schedule 3).</p>

Cleanliness	2.26	The Student will keep the Accommodation, furniture, furnishings, fixtures, fittings, decorations, shared facilities and garden (if applicable) clean, tidy and in good condition for the duration of the Licence Agreement.
	2.26.1	The Student will ensure that kitchen equipment, including cooking utensils, crockery and cutlery, is washed and stored immediately after use. Spillages in fridges and on cookers must be cleaned. Fridges and freezers must regularly be defrosted.
	2.26.2	The Student will make efforts to recycle as much waste as is reasonably practicable and ensure the recycling bin is put out for collection on the appropriate day according to council collection dates.
	2.26.3	The Student will be responsible for the removal of personal and kitchen waste rubbish to exterior bins on a daily basis. Rubbish bins should be put out for collection on the appropriate day according to council collection dates.
		If there is too much rubbish to fit in the exterior bin, the Student will take the excess to the Household Waste Recycling Centre located on Bar End Road. The Student may be charged for removal of rubbish if it is deemed a health and safety hazard by the Housing Manager (Off Campus). See Schedule 3.
	2.26.4	The Student will ensure that all reasonable requirements advised from time to time through electronic communications, posters and information placed in the Accommodation or delivered by members of staff in relation to cleanliness required to meet the healthy and safe management of Covid-19 in accordance with a Covid Aware Residence Experience are adhered to for as long as they may be in force.
House Inspection Charges	2.27	University Managed Houses will be inspected periodically on dates indicated on the wall planner. If at any time the Accommodation is found, in the reasonable opinion of the University, to be in such an unclean condition as to cause a breach of these Regulations, the University may employ cleaners to remedy the breach, the costs of which will be met (in the case of the Accommodation) by the Student or (in the case of shared facilities) in equal shares by the Student and the other residents sharing use of those shared facilities. Charges for additional cleaning may be levied at the end of the Period of Letting if areas are left in an unsatisfactory condition. See Schedule 3.
		PLEASE NOTE: The Student has the right to appeal any action taken for breach of this regulation as per clause 5.6.
Overflow	2.28	The Student will not allow baths, basins, sinks or storage systems to overflow.

		PLEASE NOTE: The Student will reimburse the University for any damage or loss caused as a result of a breach of this clause.
Blockages	2.29	The Student will keep all internal and external gulleys, waste pipes and drains free from blockages. This includes keeping shower drains clean of material build-up such as hair.
		PLEASE NOTE: The Student will reimburse the University for any damage or loss caused as a result of a breach of this clause.
Removal of Property	2.30	The Student will not remove from the Accommodation any furnishings, fixtures or other property belonging to the landlord or University.
Bringing items into Accommodation	2.31	The Student will not bring in or cause to be associated with or allow to be brought into the Accommodation:
Furniture & Furnishings	2.31.1	any furniture or furnishings (including curtains and lampshades) without prior permission from the Housing Manager (Off Campus). Any rearrangement of the furniture or furnishings must not cause a health and safety hazard. At the end of each term, the Student must return the furniture and furnishings in the Accommodation to the position they were in at the commencement of the Agreement.
Flammable Items (candles etc.)	2.31.2	The Student will not light within the Accommodation any candles, joss sticks, oil burners or other known flammable items.
		PLEASE NOTE: This includes candles on cakes or in pumpkins and any other lantern arrangement.
Pressurised gas canisters/Fuel containers/Fireworks	2.31.3	The Student will not bring in, allow to be brought in, use or cause to be associated with fireworks, fuel containers and pressurised gas storage containers for example; Nitrous oxide gas canisters within University Managed Accommodation, any University building and on University grounds
		PLEASE NOTE: Deodorant canisters are acceptable however if misused will be considered a breach of this Agreement.
	2.31.4	The University reserves the right to remove any such items found in the Accommodation. Items may be stored by the University Security Manager until the end of the Period of Letting or handed over to the Police in the case of illegal items or drugs, or disposed of if deemed appropriate to do so by the Housing Managers.
Pets	2.32	The Student will not keep, nor give access to, any animals (pets, including fish) in the Accommodation or elsewhere in the building in which the Accommodation is situated, or in the garden.
	2.32.1	If found, any animal will normally be removed by authorised staff to an area designated by Student Housing Services. The Student will be required to make arrangements to rehome the animal within a

		reasonable amount of time, as specified by Student Housing Services. The amount of time given will depend on various factors including the type of animal, its health and any potential risk it may pose to other occupiers of the Accommodation, the Accommodation itself or University staff. If the Student does not make the appropriate arrangements within the timescales given, the University may make arrangements to rehome the animal.
	2.32.2	The Student will reimburse the University for any reasonable cost incurred by the University in caring for or re-homing any animal found in the Accommodation.
Illegal Activity	2.33	<p>The Student will not conduct any activity considered to be illegal within or in any surrounding areas of the Accommodation, and will be subject to appropriate sanctions in Law, under these Regulations and the Disciplinary Procedure for Students should they be found to do so.</p> <p>PLEASE NOTE: Please be advised that the University will liaise with the Police as appropriate under this clause.</p>
Drugs	2.33.1	<p>The Student will not bring in, allow to be brought in, use or cause to be associated with illegal drugs or other substances within University Managed Accommodation, any University building and on University grounds. The Student will be subject to the Misuse of Drugs Act 1971, Drugs Act 2005, these Regulations (see Schedule 3), Disciplinary Procedure for Students and any other relevant or subsequent legislation under this clause.</p> <p>The Student may also be subject to the relevant and appropriate Acts in law (Drugs Act 2005 for example) and the Disciplinary Procedures for Students.</p> <p>Disciplinary Procedures for Students: https://www.winchester.ac.uk/about-us/leadership-and-governance/policies-and-procedures/?download=true&id=226</p> <p>Drug & Alcohol Policy (students): https://unimailwinchesterac.sharepoint.com/sites/intranet/Documents/Policies090320/Drug%20and%20Alcohol%20Policy%20(Students)%20Final.pdf#search=drugs</p>
	2.33.2	The Student will not bring in, allow to be brought in, use or cause to be associated with equipment or paraphernalia deemed to be associated with or that could be used for the manufacture, import or export or use of illegal drugs or other illegal substances including cannabis within University Managed Accommodation, any University building and on University grounds.
	2.33.3	The Student will not bring in, allow to be brought in, use or cause to be associated with any prescription substances without a valid prescription, or any equipment or paraphernalia that could be used for the manufacture, import or export or use of prescription substances within University Managed Accommodation, any University building and on University grounds.

	2.33.4	Psychoactive substances (including any substances referenced as 'legal highs') or paraphernalia are not permitted within the Accommodation, and if found to be considered illegal at the time of discovery will be dealt with as per clause 2.33.2.
	2.33.5	<p>The Student will not bring in, allow to be brought in, use or cause to be associated with any equipment or paraphernalia that could be used for the manufacture, import or export of psychoactive substances (including any substances referenced as 'legal highs') or be found in possession with the intent to supply, import or export a psychoactive substance within University Managed Accommodation, any University building and on University grounds. The Student will subject to the Psychoactive Substances Act 2016 under this clause</p> <p>Please Note: If any member of authorised staff has reasonable grounds to suspect that the Student may be in breach of this clause, the Site Stewards are authorised personnel to undertake searches within the Accommodation. Students would normally be present or be contacted to have given consent for the search to occur. Where the Student prefers not to give consent the Police may be called to undertake this. Please be advised that the University will liaise with the Police as appropriate under this clause.</p>
Firearms, Weapons etc	2.33.6	<p>The Student will not bring in or use or cause to be associated with or allow to be brought into the Accommodation any firearms (including airguns) shotguns, replicas, live or used ammunition of any kind, offensive weapons or any other dangerous items including knives, swords and axes. This includes all items of weaponry used in re-enactment which may include airsoft guns of any type or manufactured paintballing guns.</p> <p>Please Note: This regulation applies to every Student Resident even if the Resident is a member of a Student Union society and organising or participating in activities including any of the items stated above.</p>
Reporting Damage/ Maintenance issues	2.34	<p>The Student must promptly report all disrepair, damage, maintenance, defect or infestation affecting the Accommodation, building or contents (including broken windows) to the University by;</p> <ul style="list-style-type: none"> ⇒ Go to the University of Winchester Intranet homepage ⇒ At the top of the page click on 'My links' and select 'Servicedesk'/'Servicedesk' ⇒ The Student should be logged in automatically and given option tiles directing you to what to do ⇒ The Student should click on the 'Log a Maintenance request' tile then 'UMH maintenance request' and complete the form

If the Student incorrectly places a job or they don't cover what's requested the University will reply via this system or email advising the Student accordingly.

2.34.1 The Student will reimburse the University for any damage or loss caused as a result of any delay in reporting disrepair, damage, maintenance, defect or infestation.

2.34.2 Any emergency issues or critical failures that arise outside of normal working hours (Monday – Thursday, 0900 to 1700 and Friday 0900 to 1630) will be reported by the Student to the Site Stewards, who hold the relevant Maintenance contact details.

PLEASE NOTE: The University will not be held liable for damage to personal belongings that occurs due to the Student either delaying or failing to report disrepair, damage, maintenance, defect or infestation. The Student will use the described method of reporting Maintenance issues as by doing so they give permission for an appropriate member/s of Authorised staff to enter the Accommodation to attend to the issue (clause 2.34 also refers), the Student will also be directly corresponded with about the timescale assigned to the issue and when it is considered to be complete.

**Access to the
Accommodation**

2.35

The University reserves the right for its Authorised staff to enter the communal parts of the accommodation (Hallways, kitchens, bathrooms) at any time where reasonable and necessary, for all purposes, including but not limited to;

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

2.35.2 Undertaking routine and emergency inspections and repairs (Landlords and/or their nominated contractors)

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

The Student must also be aware that if they request Authorised staff (only staff permitted) to place maintenance reports on the Students' behalf, they have given permission for an appropriate member of

		Authorised staff, or a contractor, to attend and enter the Accommodation to investigate and/or rectify the fault, without the student being present at the time/s of attendance
	2.35.3	Undertaking checks in relation to the welfare of students (Housing Staff, Residential Assistants, Wardens, Security, Student Services)
	2.35.4	Undertaking visits to accommodation in line with the University's Student Recruitment activity (Recruitment and Marketing staff)
	2.35.5	Notice will be given where the visit is required to the Student's study bedroom, where the requirement is outside the provisions of clauses 2.35.1, 2.35.2, 2.35.3 PLEASE NOTE: The Student should ensure the Accommodation is safe for access at all times in accordance with clause 2.45. Authorised staff will always carry with them identification badges bearing a photograph. A list of authorised staff is available on the Student Housing section of the Intranet. The Accommodation will always be left secure after access by any Authorised staff member, including the locking of a study bedroom if it was found to be unlocked on attendance. In this instance if the Student became locked out the Site Stewards could be called for access. Authorised staff will adhere to any Social Distancing guidance and any breaches of this must be reported to the University.
Access to Accommodation by Emergency Services	2.36	The Emergency Services (Police, Fire and Ambulance) have the right to enter the Accommodation if responding to an emergency call or if invited or authorised to enter the Accommodation by any Authorised Staff or other residents. PLEASE NOTE: If the Student requests the attendance of an Emergency Service, the Student must make the Site Stewards aware of this by calling 01962 827666.
Smoke Free Environment	2.37	The Student will not smoke in any part of the Accommodation, on balconies or immediately adjacent to the Accommodation.
	2.37.1	E-cigarettes pose a serious fire hazard and are subject to the following restrictions if brought into the Accommodation: <ul style="list-style-type: none"> any equipment associated with these should be marked with a 'CE mark' to show that it's been tested to an approved standard they must not be left alone whilst being recharged
	2.37.2	Students and their visitors are permitted to smoke outside of residential buildings subject to the following restrictions:-

- Smokers must ensure that smoke is not blown or drawn into any property and does not inconvenience other people
- Smoking on balconies forming part of the Accommodation is specifically prohibited

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

Use of the Accommodation

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

Subletting	2.38	The Student is not permitted to sublet the Accommodation at any time.
Cohabitation	2.39	The Student is not permitted to allow anyone to cohabit with them in the Accommodation at any time.
Visitors/Overnight Visitors	2.40	The Student will be held responsible at all times for the conduct of any visitors they invite into the Accommodation. This includes being invoiced for any charges (as referred to in these Regulations) for damages arising due to the conduct or actions of such visitors.
	2.40.1	As students settle into their rooms and form Households (see DEFINITIONS) it is essential that we all maintain a responsible approach to the grant and exercise of permission for residents to invite visitors or guests into their Accommodation both during the daytime and overnight, all weekdays/nights and at weekends. In order to manage and be clear in our communication, we will be operate a traffic light system, so it is key for you to know that at the time of publishing these Regulations our Status will be <u>AMBER - VISITORS AND GUESTS PERMITTED IN LINE WITH WESTMINSTER GOVERNMENT GUIDANCE</u> when the Period of Letting (see DEFINITIONS) begins on 11 th September 2021 and the Government Guidance can be found here https://www.gov.uk/guidance/covid-19-coronavirus-restrictions-what-you-can-and-cannot-do The University will continuously review this Status and we will send an update to all student residents either prior to the start date of the Period of Letting or at any time after if this Status changes. Please note that if Westminster Government Guidance changes to increase coronavirus restrictions, we may not be able to permit any visitors or guests into Accommodation both during the daytime and overnight, all weekdays/nights and at weekends, which means that our Status will then be RED – NO VISITORS OR

GUESTS PERMITTED. If Westminster Government Guidance changes to remove all coronavirus restrictions, our Status will be GREEN – VISITORS AND GUESTS PERMITTED IN LINE WITH CLAUSES 2.30 & 2.31 OF THE STUDENT RESIDENCE REGULATIONS both during the daytime and overnight, all weekdays/nights and at weekends.

The following clauses apply where visitors to the accommodation are permitted:

2.40.2 When permitted, the Student may occasionally accommodate an overnight visitor in the Accommodation at weekends (Friday, Saturday and Sunday nights only).

2.40.3 Visitors to the Accommodation during the week (Monday-Thursday) will be considered an overnight guest if they are found in the Accommodation past 23:00 and as such the Student may be held in breach of clause 2.40.2

2.40.4 The University reserves the right to prohibit visitors to any University Managed House at any time.

PLEASE NOTE: In the event of a local, national or global emergency, where the Westminster Government has put measures in place to restrict movement, the University may restrict visitors moving between all University residences and may prohibit visitors attending from outside of the accommodation.

2.40.5 Overnight visitors under the age of 16 are not permitted at any time.

2.40.6 The Student may not accommodate an overnight visitor aged 16 or 17 without first obtaining written permission from the Housing Managers, Student Housing Services Manager, Head of Housing & Security or Director of Estates and Facilities Services. If permitted, the visitor will be signed in by the Student at the Site Steward Office for weekend visits only (Friday, Saturday, and Sunday nights). The Student will not allow any visitor under the age of 18 to visit any licensed premises.

PLEASE NOTE: Visitors are restricted as outlined within this clause so to try to maintain a positive living environment for our fee paying resident students, so they are comfortable and confident in their safety and security within the Accommodation, and are able to use the facilities without persistent restriction by those who do not live in the Accommodation.

Visitors in Single Sex Accommodation 2.41

In order to preserve the comfort of all Students residing within accommodation which has been designated 'single sex' and in addition to Clause 2.40;

2.41.1 The Student will not be permitted to have visitors of the opposite sex in the accommodation between 10pm-10am on any day.

2.41.2 The Student will not be permitted to transfer their licence agreement to a student of the opposite sex.

PLEASE NOTE: As per Clause 2.35, Authorised Staff (male and female) will access the accommodation in order to undertake their job role.

Business Use	2.42	The Student must not carry out any profession, trade or business from the Accommodation or shared facilities.
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Changing Accommodation	2.43	In exceptional circumstances, and at the discretion and only ever with the agreement of the Student Housing Services Manager or Housing Managers, the Student may, at the Student's request, change accommodation to other University Managed Accommodation off campus during the Period of Letting. In such a case the Student may be required to sign a further agreement with the University and pay a charge of £40 in respect of the administrative costs of the University. This includes moves to other rooms in the same Accommodation.
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PLEASE NOTE: Any change of Accommodation without the appropriate permission will be considered a breach of this clause, as well as those that govern Health and Safety within the Accommodation, such as clauses 2.19 and 2.26. No changes of Accommodation will be authorised within the first four weeks of the commencement of the Period of Letting and changes of accommodation are normally between the same licence types (catered to catered, UMH to UMH for example) unless a student can provide evidence of significant extenuating circumstances to the Housing Managers.

Safety & Security

Security	2.44	In the interests of the safety and security of the Student, other residents of the Accommodation, staff and the Accommodation itself, or its neighbours, the Student will:
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2.44.1	Ensure that entrance doors to the Accommodation and the building within which the Accommodation is situated are properly secured.
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2.44.2	Ensure that windows in the Accommodation are not left open when the property is unoccupied.
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2.44.3	Not admit strangers to the Accommodation or the building in which the Accommodation is situated without checking the identity and the purpose of such visitors.
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PLEASE NOTE: All Authorised Staff will always carry with them identification badges bearing a photograph. If entrances to the Accommodation are persistently left unsecured, this will be considered as a breach of this clause and administrative action may be taken that could include a warning and a charge (see Schedule 3). The Student shall (unless the Student or University is shown to be solely

		responsible for leaving entrances unsecured) be jointly responsible for this breach along with the other residents responsible for the entrance concerned.
	2.44.4	Report to the duty Site Steward any thing, person or behaviour they are suspicious of.
	2.44.5	The Student will comply immediately with the requests and directions of University staff where these relate to security.
Health & Safety	2.45	<p>The Student will comply with the University's Health and Safety policy, copies of which may be obtained from the University Health and Safety Manager and on the University's website under 'Freedom of Information'.</p> <p>The Student will comply with guidance given by the University for the healthy and safe management of Covid-19: https://unimailwinchester.ac.sharepoint.com/sites/intranet#/start/about-us/health-and-safety/pandemic-management?lang=en-gb</p> <p>In addition, the Student will:</p>
	2.45.1	Comply immediately with the requests and directions of University staff where these relate to Health or Safety, reference to which always within any clause throughout these Regulations includes all aspects and activities within the healthy and safe management of Covid-19
	2.45.2	Not obstruct exits, stairways, corridors and other passageways;
	2.45.3	Not keep bicycles inside the Accommodation.
		PLEASE NOTE: No bicycle, howsoever regarded as valuable, may be kept in a bedroom. Limited cycle storage facilities are available on campus at the Student's own risk.
	2.45.4	Adhere to any guidelines in place at the University to maintain healthy and safe management of Covid-19.
Electrical Appliances	2.46	The Student will not make any alteration to or damage any landlord or University owned electrical equipment.
	2.46.1	The Student will not use any form of radiant fire or convector (i.e. heater/fan) or electric blanket anywhere within the Accommodation, as these may overload the electrical system in the Accommodation or threaten the integrity of any Fire Certificate which has been granted to the building within which the Accommodation is situated. If there is a fault with the heating system supplied by the University the Student must report this as per clause 2.34.
	2.46.2	The Student will not bring into the Accommodation, any large kitchen appliance (Fridge, Freezer, Tumble Dryer etc.) without written permission from Student Housing Services. Permission for Medical or

small fridges for medical needs may be granted or can be provided by the University, for students who declare and provide evidence of a medical requirement for these.

2.46.3 The Student will not use any kitchen appliances anywhere other than in the communal kitchen within the Accommodation, as this may overload the electrical system in the Accommodation or threaten the integrity of any Fire Certificate which has been granted to the building within which the Accommodation is situated. This includes (but is not limited to); kettles, toasters, rice cookers or grills. Such items may be stored in a study bedroom but not used in a study bedroom (i.e. not be found to be plugged in or operating).

2.46.4 The Student will restrict the amount of personal cooking equipment brought into the Accommodation. All personal cooking utensils and appliances brought in to the Accommodation should be kept tidily so as not to cause an obstruction to other users of the communal facilities and not to overload the electrical systems of the communal facilities

PLEASE NOTE: The University reserves the right to remove any items found in the Accommodation it reasonably deems to be in breach of these Regulations, such breaches would be dealt with as per sections; 5, 6 and 8 of these Regulations.

2.46.5 The Student will ensure that all electrical equipment cables are kept tidy and safely away so not to hinder access/egress to themselves, other residents or staff.

PLEASE NOTE: The University reserves the right to remove any items found in the Accommodation it reasonably deems to be in breach of these Regulations, such breaches would be dealt with as per sections; 5, 6 and 8 of these Regulations.

**Appliance
Safety/PAT Testing**

2.47

The Student will ensure that any electrical equipment they bring into the Accommodation is safe to use and conforms to current safety standards.

In addition, the Student will comply with the University Portable Appliance Testing policy, available on the University Intranet pages in the 'Information bank', then 'Health and Safety' then 'All Documents' and navigate through the pages to find the 'Portable Appliance Testing' documents:

<https://intranet.winchester.ac.uk/information-bank/health-and-safety/Documents/Forms/all.aspx?View={C401679E-7AAE-4BF1-B887-DF7EB0026E94}&FilterField1=TaxKeyword&FilterValue1=electricity>

Portable equipment is defined as an appliance of less than 18kg in mass that is intended to be moved whilst in operation or an appliance which can easily be moved from one place to another. This includes but is not limited to computers, printers, TVs, hair dryers/straighteners. Hi-fi equipment (including decks), kettles, toasters, vacuum cleaners, table lamps, microwaves etc.

Removal of Dangerous Items

2.48

The University reserves the right to remove any item of electrical equipment that has either failed a PAT test or is deemed to be a health and safety risk by University staff. Any such items will be stored by University staff until either the end of the Period of Letting or after early surrender of the Accommodation. It remains the responsibility of the Student to arrange collection of items from the University.

PLEASE NOTE: During authorised room or communal area access by Authorised staff if any electrical item is deemed to be unsafe and/or has not been PAT tested the item will be removed for testing and returned within 48 hours if fit for purpose. The Student will either be made aware of this in person or via a note left by the staff member removing the item. It will be the Student's responsibility to claim any items held in storage at the end of the Period of Letting.

Any items not collected within 7 days of the end of the Period of Letting may be disposed of. The Student will reimburse the University for any reasonable costs incurred in disposal.

Fire Safety

2.49

The Student will not act in such a manner that might put the Accommodation at risk of catching fire.

In addition to this the Student will:

2.49.1

Comply immediately with the requests and directions of University staff where these relate to Fire Safety.

2.49.2

Check all smoke detectors in the property on a regular basis and report promptly any disrepair.

2.49.3

Replace smoke detector batteries when indicated by the unit itself (intermittent beeping). The student will follow the instructions on the unit and ask for assistance from University staff where required.

Fire Safety Equipment

2.50

The Student will not interfere in any way with fire extinguishers, other firefighting equipment, alarms, fire doors or any other safety equipment installed (including bedroom or kitchen door closers).

PLEASE NOTE: It is a **CRIMINAL OFFENCE**, which can lead to prosecution, to misuse the fire alarm system or the fire-fighting equipment (this includes but is not limited to covering smoke/heat detectors). It is also regarded as a serious breach of these Regulations and could result in termination of the Agreement and will be dealt with in accordance with the University's Disciplinary Procedures for Students. Substantial charges may be incurred for damage to these items – cost for repair or replacement will be charged individually or to all members of the relevant house, depending on who is responsible.

Other Responsibilities

Parking	2.51	The Student will park any vehicle they bring to the Accommodation in approved areas only. The Student will obtain parking permits, where necessary, from Winchester City Council, www.winchester.gov.uk .
	2.51.1	The Student will not allow others to park outside the Accommodation whilst attending University.
	2.51.2	The Student may only keep a vehicle at the Accommodation providing it is taxed, insured and has a valid MOT certificate.
	2.51.3	The Student must not park a vehicle at the Accommodation in such a way to cause or be likely to cause a nuisance to other residents of the Accommodation, University staff or its agents, contractors or any neighbouring properties and their residents, local services, including emergency service vehicles and pedestrians.
Personal Property	2.52	Except in cases of proven negligence, neither the University nor any of its employees will be liable for the loss of or damage to, the Student's personal property in the Accommodation or on any University premises.
		PLEASE NOTE: Students are strongly recommended to obtain adequate insurance for their personal property, including but not limited to bicycles.
Insurance	2.53	The Student will not do or allow to be done, anything which may invalidate or increase the premium of any policy of insurance in respect of the Accommodation or the building in which the Accommodation is situated.

Checking Out

End of Period of Letting	2.54	The Student will comply with the checking out procedure which will be emailed to them. This includes leaving the Accommodation in the same state of cleanliness it was found on move in, removing all rubbish and waste from the Accommodation, returning furniture and fittings to their original positions
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		and locking all exterior doors when the Accommodation has been cleared. Keys should be signed in at Main Reception, the Housing Office or the Site Stewards' offices.
Early Vacation/Surrender of Accommodation	2.54.1	The Student will surrender their right to re-enter the Accommodation if the Student chooses to check out before the end of the Period of Letting. PLEASE NOTE: If the Student wishes to re-enter communal areas of the Accommodation in order to fulfil their joint obligations under these Regulations, they should either liaise with other residents of the Accommodation or with Student Housing Services.
	2.54.2	The University will not provide a refund of the Licence Charges which include the Residence Fees and (where applicable) the Summer Retainer Fee, if the Student chooses to check out of the Accommodation early. PLEASE NOTE: Failure to comply with these procedures will be considered a breach of these Regulations and will entitle the University to levy a charge in respect of the cost which it incurs as a result, without prejudice to any right or action accrued to the University in respect to damage to or loss of University property for which the Student is responsible during the Period of Letting. Failure to surrender keys when requested to do so or due to loss will result in a charge equal to the cost incurred by the University in obtaining replacement keys and/or locks.
Unclaimed Property	2.55	The University reserves the right to dispose of any personal property left at the Accommodation after the Student has moved out.
	2.55.1	The University will not accept any liability for damage to or loss of property arising from the disposal of such property and the Student will reimburse the University on demand the reasonable costs incurred by the University in disposing of or recycling any unclaimed personal property.
	2.55.2	The University may, at its discretion, keep personal property that it deems to be of a reasonable financial or personal value for a period of 7 days after the Student vacates the Accommodation (either at the end of the Period of letting or after Early Surrender of the Accommodation). In such cases, the University will make reasonable attempts to contact the Student and it remains the responsibility of the Student to arrange collection of items with the University. PLEASE NOTE: In the event of a local, national or global emergency, where the Government has put measures in place to restrict movement and the Student is unable to return to collect any items, the University will put measures in place which may involve leaving items in the Student's bedroom, moving

the items to a secure storage area or arranging for the items to be sent back to the Student, the cost of which will be charged to the Student.

3.0 UNIVERSITY RESPONSIBILITIES

Services & Facilities

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

3.1

Adequate furniture and fittings;

3.2

Reasonable toilet facilities;

3.3

Cleaned Accommodation on move in;

3.4

Cleaned kitchens and shared facilities on move in;

3.5

Fire-fighting equipment in the Accommodation;

3.6

Employment of staff and other contractors for the day to day running of the Accommodation.

Maintenance

3.6.1

Normal working hours for Student Housing Services are 0900 to 1700 (Monday – Thursday) and 0900 to 1630 (Friday). Critical failures out of these hours must be reported to the Site Stewards, who hold the relevant contact details. Requests for routine breakdowns arising out of hours will be reviewed the next working day.

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

Priority SA1 Emergency: Same day for e.g. floods, bare electrical wires, insecure property.

Priority SA2 Urgent: Within 24 hours and is everything not covered in SA1 with the exception of

Priority SA3 Routine or pre planned.

Responses to maintenance issues may include offering temporary solutions e.g alternative accommodation where repairs cannot be carried out immediately as set out in Clause 7.2.

Fit for Purpose

3.7

The University shall ensure that the Accommodation is safe and fit for purpose including ensuring all reasonable preparation and management of the Accommodation to promote healthy and safe management of Covid-19.

PLEASE NOTE: Students are required to report anything that could affect this clause by either following the maintenance reporting process outlined in clause 2.34 or contacting Student Housing Services.

Licence Charges

3.8

The University shall advise the charges for Accommodation at or before the beginning of each academic year.

Information	3.9	The University shall provide information on post, maintenance, security, meter locations and other arrangements in the 'Student Resident Guide to UMH' distributed to all residents.
Privacy	3.10	The University shall not interfere unreasonably with your privacy.
Utilities	3.11	The University will be responsible for the set up and payment of charges for gas, electricity and water at the Accommodation unless otherwise specified by the University in writing. If the student uses more than £10 per week in heating, hot water and electricity combined, the University may make a charge for excessive use. If it is not possible to identify one individual responsible for exceeding the utility reasonable use, any charge will be split between all residents at the Accommodation.

PLEASE NOTE: The Student shall not enter into any agreement with another provider during the period of the Licence Agreement and should explain to any unsolicited door step callers that the University is responsible for all utilities

4.0 TERMINATION BY THE STUDENT

4.1 This Agreement may be terminated by the Student by giving 28 days' notice in writing at any time, but subject always to the provisions of clause 2.6. The Student must contact Student Housing Services to obtain the required forms.

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

Requests to be released from the Licence Agreement and end Licence Charge liabilities will only be considered under extenuating circumstances for which evidence may be required.

5.0 PROCEDURE FOR BREACHES OF THIS AGREEMENT

The Student understands and accepts that failure to comply with any of these Regulations may result in action being taken under these Regulations and the University's Disciplinary Procedure, which could result in both the termination of the Student's right to reside in the Accommodation and the Student's exclusion from the University in respect of their student status.

In cases of the most grievous breaches the Student Disciplinary Procedure could result in the Student losing their place to study at the University. If any matter becomes the subject of legal proceedings it may result in Civil or Criminal prosecution.

Procedure for Minor Breaches	5.1	Minor breaches of these Regulations will be dealt with by various members of staff on the following basis:
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	5.1.1	Residential Assistants will refer matters to the Site Stewards, Housing Managers or their nominees;
	5.1.2	Site Stewards and Residential Supervisors will deal with situations as they arise and will issue verbal warnings and refer matters to the Housing Managers or their nominees in the first instance.
	5.1.3	Housing Advisors, Wardens, Housing Managers, Student Housing Services Manager, Head of Housing & Security and Director of Estates and Facilities Services can issue verbal and written warnings and can issue charges for repairs and replacements where damage is caused (see clause 5.4 below and Schedule 3).
Removal of (non-dangerous) Personal Property	5.2	<p>The University reserves the right to remove any personal property found in the Accommodation which it reasonably deems to be in breach of these Regulations, such as items described in: 2.31-2.33 (inclusive). The Student may receive warnings and charges and be given the opportunity to remove the item for suitable storage and use, or removal from the Accommodation.</p> <p>Items may be stored by Student Housing Services or other appropriate University staff until either the end of the Period of letting or after Early Surrender of the Accommodation.</p> <p>It will be the Student's responsibility to reclaim stored items; clause 2.55 will apply if items are unclaimed.</p> <p>Persistent breaches will be dealt with as per sections 6 and 8 of these Regulations.</p>
Letter of Extra Undertaking	5.3	<p>For more serious breaches or repeated minor breaches, the Housing Manager, Student Housing Services Manager, Head of Housing & Security or Director of Estates and Facilities Services may issue a Letter of Extra Undertaking to the Student. Such a Letter will outline any further conditions for the Student's continued right to reside in the Accommodation. The Student will have an opportunity to discuss the terms set out in the Letter with its signatory.</p> <p>They must then sign two copies of the Letter to indicate they agree to the terms specified and return one copy to the Housing Office. Any breaches of the Letter of Extra Undertaking will be dealt with using the procedure outlined in clause 8. If the Student is not willing to sign the Letter of Extra Undertaking the University may terminate this Agreement on 28 days' notice and clause 2.6 will apply.</p>
Costs incurred by the University	5.4	The Student will be responsible for any reasonable costs (including legal costs) incurred by the University as a result of any breach by the Student of any of the terms and conditions of the Agreement.
Calculation of Charges	5.5	Any charges levied will reflect the cost of making good any loss, breakage, or damage caused by the Student or the Student's visitors to the Accommodation or the common parts. Where the perpetrator(s) of such loss, breakage or damage to the common parts cannot be identified by the University after reasonable investigation (unless the Student can prove to the reasonable satisfaction of the University

that she/he could not have been responsible for such loss of damage to the common parts) the Student will be charged a fair and reasonable proportion of such cost.

Right of Appeal	5.6	The Student will have the right to appeal any action taken or charges imposed against them under the terms of these Regulations. Any appeal should be made in writing within 10 working days, instructions on who this is made to will be given in the letter sent to the Student detailing the action or charge but will usually be the Housing Manager (Off Campus) in the first instance. If the Student wishes to appeal beyond the first response instructions on who this is made to will be given in the letter sent to the Student detailing the action or charge. If the Student remains dissatisfied with the responses they are receiving they can escalate this to a complaint via the University Complaints Handling Policy, details of which can be found under the Public Documents page on the Freedom of Information page at the main University home webpage.
Record of Breaches	5.7	The University may record any breaches of these regulations which may affect any future application to reside in University Accommodation (owned or managed by the University) or any reference provided by the University at the Student's request to a prospective new landlord.

6.0 TEMPORARY INTERRUPTION OF RIGHT TO RESIDE

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

7.0 RELOCATION

Relocation for Management Reasons	7.1	The University reserves the right to move the Student to any other University Accommodation at any time which right is to be exercised in the University's absolute discretion. The following are reasons why the University may move the Student to other University Accommodation:
	7.1.1	If there are material personality conflicts between the Student and other residents of the Accommodation
	7.1.2	To accommodate the special requirements or exceptional circumstances of certain individual students
	7.1.3	By reason of the University's requirement that the Student complies with University Disciplinary Procedures at all times while a Student at the University
	7.1.4	If the Student's Accommodation is no longer habitable
	7.1.5	To provide accommodation for the NHS or other service provider/s in the event of a local, national or global emergency
	7.1.6	Subject to Westminster Government Guidelines in response to any local, national or global emergency
	7.1.7	For other practical reasons. If the University moves the Student other than due to the Student's breach of this Agreement, the Student may terminate this Agreement on 28 days' notice and the Student shall be entitled to a proportionate refund of any Licence Charges which include the Residence Fee and (where applicable) the Summer Retainer Fee, which have been paid in advance.
Temporary Relocation	7.2	The University may ask the Student to move rooms for a short period while refurbishment takes place in the Accommodation. Alternative accommodation will be provided during the move at no extra cost to the Student.

8.0 TERMINATION FOR SERIOUS BREACH

Failure to Pay Licence Charges	8.1	The University may terminate the Agreement for the reasons set out below.
	8.1.1	If the Student fails to pay the Licence Charge which includes the Residence Fee and (where applicable) the Summer Retainer Fee, the procedure for late payment will apply as detailed in Clause 2.3 and Schedule 1 before this action is taken. The Agreement will be terminated subject to 28 days' notice.
	8.1.2	The Student will be charged for interest lost on their payment and any debt recovery costs.

PLEASE NOTE: If the Licence Agreement is terminated for non-payment of Licence Charges, the Student will still remain liable for the outstanding amount.

Serious Breach of these Regulations	8.2	If the Student is in serious breach of this Agreement or the University has reasonable grounds to suspect the Student poses a serious threat to other occupiers of the Accommodation or the staff involved in its management, the University will provide details of the breach and the evidence collected to the Student. Where such procedure is undertaken the Agreement will be terminated subject to 28 days' notice.
PLEASE NOTE: It may be a requirement under this clause to leave the Accommodation on the same day as an incident occurs, if this is required clause 6 will apply.		
Repeated Minor Breaches of these Regulations	8.3	If the Student has signed a Letter of Extra Undertaking for repeated minor breaches of this Agreement and further breaches have occurred, the University will provide details of the breaches and evidence collected to the Student. The Agreement will be terminated subject to 28 days' notice.
Right of Appeal	8.4	The Student will have the right to appeal against a decision to terminate the Agreement made by the University. Any appeal should be made in writing within 10 working days and sent in the first instance to the Director of Estates and Facilities Services. To appeal against a decision made by the Director of Estates and Facilities Services, the appeal should be made in writing to the Deputy Vice Chancellor and ultimately, the Vice Chancellor, whose decision will be final.
PLEASE NOTE: No refund of the Licence Charges which includes the Residence Fee and (where applicable) the Summer Retainer Fee, will be made if the Student leaves the Accommodation as a result of disciplinary action.		

9.0 OTHER REASONS FOR TERMINATION

Ceasing to be a Full Time Student	9.1	This Agreement will automatically terminate upon the Student ceasing to be a Full Time Student at the University, notwithstanding any advance payment of the Licence Charges, subject to 28 days' notice.
PLEASE NOTE: see clause 2.6.1 regarding liability for the Licence Charges.		
	9.1.1	If the Student ceases to be a student of the University during the Period of letting, notice in writing to that effect must be given by the Student to the Housing Manager (Off Campus) or Student Housing Services Manager within two days of that change of status occurring.
	9.1.2	If the Student transfers to Part Time study during the Period of Letting, the University may, using discretion, terminate the Agreement, subject to 28 days' notice. The Student is required to notify the Student Housing Services Manager within 7 days of the change.

PLEASE NOTE: If the Student remains in Accommodation for the duration of the Agreement, they will be subject to the conditions of clause 2.9.1 relating to Council Tax.

Supply of False Information	9.3	If it is found that the Student has provided false information to the University on their housing request form or by other means, the University may terminate the Agreement, subject to 28 days' notice.
Damaged Accommodation	9.4	In the event of the Accommodation becoming uninhabitable and the University is unable to find an alternative, this Agreement may be terminated by the University. The University will endeavour to give as much notice as possible to the Student in such an event. The University shall repay a proportionate amount of any Licence Charges which include the Residence Fee and (where applicable) the Summer Retainer Fee, which had been paid in advance.

Schedule 1

Procedure for Non-Payment of Licence Charges

The procedure set out below will apply for non-payment of the Licence Charges which include the Residence Fee and (where applicable) the Summer Retainer Fee.

Days fees overdue	Activity	Action
0	Invoice raised	Payment due in accordance with the University's payment policy as stated in the Student Residence Regulations (clause 2.1 refers). If there is a query or dispute about the amount, the Student should contact Student Housing Services on receipt of the invoice (i.e.) not leave it until reminder letters are issued
1-7 days after due date	Debt is identified and Letter 1 issued	Debt chasing procedure will start. Reminder letter is sent to the Student's appropriate address. This letter notifies the Student that the Student is now in breach of their Licence Agreement which puts at risk their continued use of University accommodation.
8-14 days after due date	Letter 2 issued	Letter 2 is sent to invite the Student to attend a meeting with Finance. The Student is informed that the Student Housing Services Manager will be informed and that further action will be taken against them. Further action may require the Student to leave the Accommodation.

15-21 days after due date	Letter 3 issued	Final notice is sent notifying the Student that if the debt is not paid within 7 days the University intends to issue the Student with a Notice to Quit their Accommodation.
22-28 days after due date	Notice to Quit	Notice to Quit is issued giving the Student 28 days to leave their Accommodation.

- Students who fail to comply with the University's Regulations for the payment of University fees will also be subject to the University's Disciplinary Procedures for Students
- If the Licence Agreement is terminated for non-payment of Licence charges, the Student will still remain liable for the outstanding amount.
- The Student will be charged for interest lost on their missed payment(s) and any reasonable debt recovery costs.

Schedule 2

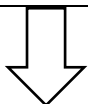
Council Tax Exemption (See clause 2.9)

In order for Accommodation to be exempt from Council Tax, it must be occupied solely by full time students. To prove this, every student must provide a student status certificate to Student Housing Services. Until every certificate is received, the Accommodation remains liable for Council Tax.

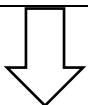
If your tenancy starts in June, July, August or early September you will need to submit a certificate for the current year when you move in and another for the next year when you register in September.

The Student is responsible for submitting a student status certificate to Student Housing Services within 7 days of the start of the Period of Letting. The procedure below details what action will be taken if the Student does not fulfil their responsibilities for Council Tax exemption.

Certificate not received within 7 days
Reminder letter sent



Certificate not received within 14 days
2nd reminder letter sent



Certificate not received within 21 days 3rd reminder letter sent

If the Student does not submit a student status certificate during the Period of Letting, a charge equal to the amount of Council Tax paid by the University will be added to the Student's account.

Important note regarding full time student status

In order to be eligible for a UMH property, students must be in full time study. If a Student switches to part time status, the Accommodation will become liable for Council Tax. This amount will be covered by the Student (see clause 2.9.1 and 2.9.2). A charge equal to the amount of Council Tax paid will be added to the Student's account.

Schedule 3

Replacement/Cleaning Charges

REPLACEMENT OF MISSING/DAMAGED ITEMS

Items missing or damaged will incur the appropriate reasonable charge to repair or replace the item. The Student will be notified of the cost. For damaged items, a charge will be made for the actual damage caused and reflecting that the item will have to be replaced sooner than if the damage had not occurred rather than the entire replacement value.

Photos may be taken as evidence of any chargeable missing or damaged items.

Cleaning Charges

Please also see clause 2.27.

Cleaning Cost for individual rooms

As of April 2021, the cost to employ a cleaner is a minimum of £65 + VAT. A copy of the quote and invoice will be provided to the Student.

Carpet Cleaning Cost for individual rooms

As of April 2021, the cost to provide a professional carpet clean is a minimum of £75 + VAT. A copy of the quote and invoice will be provided to the Student.

At the end of the Period of Letting

If any room or the entire Accommodation is left in an extremely unsatisfactory condition at the end of the licence period, an estimate for remedial works will be obtained by Student Housing Services. The exact amount chargeable will then be finalised with a quote from contractors. A charge will be made per resident to reimburse the cost to the University.

Removal of Rubbish

If excess rubbish is left, either in a study bedroom or communal area at the Accommodation at the end of the period of letting, an estimate for its removal will be obtained by Student Housing Services. The exact amount chargeable will then be finalised with a quote from contractors. A charge will be made per resident to reimburse the cost to the University. Please note kitchen bins should be emptied on a daily basis.

PLEASE NOTE: During the Period of Letting, you will be given 24 hours to remove rubbish yourself before the University takes action.

Redecoration

The Student will be charged if a wall or ceiling needs to be redecorated. Please remember the use of pins, tacks, blue-tack or white-tack, sticky tape or other sticky substances is not permitted on the walls or ceilings of the Accommodation. The Student will be given full details of the cost of the works.

Broken Windows/Damaged Carpets

An estimate for remedial works or replacement will be obtained by Student Housing Services. The exact amount chargeable will then be finalised with a quote from contractors or the Accommodation owner.

Keys & Door Locks

The cost to replace missing or non-returned accommodation keys is £25. The University will endeavour to contact the Students to remind them to return their keys. Please note that where a new lock is required, an estimate for its replacement will be obtained by Student Housing Services. The exact amount chargeable will then be finalised with a quote from contractors. A charge will be made per resident to reimburse the cost to the University.

Photos may be taken as evidence for any charges applied.

Schedule 4

Summary of Administrative Action for Breach

Level 1	involves a First Written Warning – repeated breaches may escalate action to Level 2
Level 2	involves a Meeting and Second Written Warning - repeated breaches may escalate action to Level 3
Level 3	involves a Meeting and possible Letter of Extra Undertaking (EU)* - repeated breaches may involve a Meeting with staff from your Academic Faculty in attendance and may escalate action to Level 4
Level 4	involves a Meeting and possible Termination of the Licence Agreement and reference to the 'Disciplinary Procedures for Students'

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

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

*The EU letter is explained in Clause 5.3 of the Regulations.

BREACH	CLAUSE	CATEGORY OF BREACH
Excessive Noise (to each resident concerned)	2.15	Level 1
Consideration for Neighbours	2.16	Level 1
Party (to each resident concerned)	2.18	Level 1-4 - dependent upon breach
Anti-Social Behaviour	2.19	Level 1-4 - dependent upon breach

Social Distancing	2.20	Level 1-4 - dependent upon breach
Alteration (blue-tak etc)	2.22 & 2.23	Level 1
Damage	2.21	Level 1 –4 - dependent upon breach. Charges may be applied as per Schedule 3
Removal of Property	2.30	Level 1 – charges may be applied as per Schedule 3
Illegal Activities (including drugs and legal highs)	2.33	Level 2-4 – dependent upon breach
Firearms	2.33.6	Level 2-4 – dependent upon breach
Flammable items	2.31.2 &3	Level 1
Pets (not allowed)	2.32	Level 1 – student will be given 7 days to re-home the animal. A charge may be applied for cleaning as per Schedule 3
Smoking	2.37	Level 2
Visitors/Guests	2.40	Level 1-4 dependent upon breach
Security of Accommodation	2.44	Level 1
Health & Safety	2.45 & 2.46	Level 1-4 - dependent upon breach
Obstructions	2.45.2	Level 1
Fire Safety	2.49	Level 1-4 – dependent upon breach

Fire Safety Equipment	2.50	Level 2-3 - dependent upon breach
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Further action will be taken should persistent breaches of these Regulations take place by the same Student.

Notes

1. The Accommodation (including all study bedrooms and communal areas) are designated non-smoking areas. As well as being a breach of these Regulations, to smoke in any communal area of the Accommodation is a breach of the 'Smoke free (Premises and Enforcement) Regulations 2006. Penalties can include a fixed penalty fine and possible criminal prosecution.
2. Cannabis is illegal and illegal substances are **NOT** allowed in University Managed Accommodation.
3. When permitted, overnight guests are only permitted to stay on Friday, Saturday and Sunday nights **Please see clause 2.40 in these Regulations.** Students are responsible for the behaviour and actions of their visitors and guests. This includes liability for any charges applicable (determined in accordance with this Agreement) as a result of their behaviour.