

University Accommodation – Room Offer Terms and Conditions

Offer of Accommodation

1.1 Room Allocation

- An accommodation offer is made subject to your correct confirmation to our Admissions office of the course you will be attending and subject to you agreeing to abide by all the Statutes, Ordinances, Regulations and rules of the University, including Regulation 10.3, which relates to the use of computing facilities, for the time being in force. It is important that you have read and understood these accommodation terms & conditions. Any queries should be directed to the Student Accommodation Office. Full University Regulations may be viewed at www.bath.ac.uk/regulations/
- Accommodation is offered to you for the period shown on the accommodation contract (Error & Omission Excepted) subject to you being a registered student at the University at all times. The accommodation charges are consistent with the course, year, letting and room details specified. Should any of these details prove to be incorrect, for any reason, the University reserves the right to amend the accommodation fees as appropriate.
- If you accept this offer, you will be allocated to the room indicated on the contract. Please note you are being offered a place in residence, and not a specific room. The University reserves the right to vary room allocations both prior to and after arrival as necessary for the purposes of good management of the residences.
- When you accept the offer of accommodation, you provide payment details in order to confirm the reservation.
- If a vacancy occurs within a kitchen group, the University reserves the right to fill the vacancy without prior consultation with the existing residents.
- If there is a vacant room within a kitchen group the University reserves the right to use this for viewing purposes on Departmental open days or other such events.
- The University employs some of our accommodation residents to act as open day and campus tour event guides. Please note such guides will from time to time escort groups of visitors inside their accommodation for viewing purposes. Such events will be carefully co-ordinated but may happen through the course of the academic year
- Acceptance of a place implies that a student will remain in residence for the duration of the contracted period.
- All students should note that liability for payment of accommodation fees will commence once a place has been formally accepted by successfully completing the online-acceptance, or completing and returning the off-line acceptance documentation or taking possession of the keys/access card or taking possession of the accommodation, whichever is the first.
- The offer of accommodation and the price remain valid until the deadline stated in your offer letter but after that date the offer of accommodation will automatically lapse if you have not accepted it.

1.2 Accommodation Fees

- Accommodation fees are set on an annual basis after consultation with the Students' Union and ratification by the General Finance Committee. Fees for 2017-2018 can be found at: <http://www.bath.ac.uk/corporate-information/undergraduate-accommodation-prices-2017-to-2018/> and <http://www.bath.ac.uk/corporate-information/postgraduate-accommodation-prices-2017-to-2018/>
- Please note that the dates of the letting periods are not the same as the academic session dates. All prices quoted include data connection and utility costs, i.e. costs for water, heating and lighting, and core possessions insurance.
- In order to confirm the room allocation, postgraduates and returning Undergraduates are required to make a prepayment of £400 when they accept their accommodation contract.
- Refund of prepayment; New Overseas/Home/EU Postgraduates – Providing we are notified before the 23 September 2017 this prepayment can be refunded in full should the student be unable to take their place in Bath due to VISA problems or failure to meet the conditions of their course offer.
- All other accounts are payable by the first day of the letting period.
- The arrangements for payment are set out at: <http://www.bath.ac.uk/guides/paying-your-student-accommodation-fees/> but, in summary, although payment for the year is due in advance you can pay by three or four instalments according to the length of your contract. The exact amount due each session and the payment date is stated on your accommodation contract or you can obtain details from the Student Accommodation Office by emailing accommodation-finance@bath.ac.uk.

1.3 Non-payment of accommodation fees

- Non-payment of accommodation fees may result in the removal of eat and drink credit, invalidation of core contents possessions insurance and removal of WIFI provision.
- Non-payment of accommodation fees could also result in students being asked to leave University Residence and or rejection of future applications to live in University Residence. The University of Bath may also take the requisite legal actions to evict students for non-payment of accommodation fees
- Any bank charges incurred by the University as a result of payments not being honoured by the payee's bank will be the responsibility of the student/payee.
- Please note we will charge a £25 administration fee for failed Direct Debit or cheque payments
- Payment of student accommodation fees made by credit card will incur an additional fee of 1% of the total transaction value.
- Any late payments may be subject to late payment charges.

1.4 Cooling off period and cancellation of acceptance

- You have the right to cancel your contract by giving us written (by email, fax or post) notice within 14 working days, beginning on the day after the date the contract (accommodation agreement) becomes binding. The date the contract becomes binding is the date when your

agreement to the terms and conditions of the contract is received by the University (either online acceptance, offline acceptance). This right does not apply once you have collected the keys and moved into the room.

- The minimum duration of the contract is for the letting period, but we will normally release you early from the contract (which is a licence agreement) if another student (being a student who is registered at the University of Bath) takes up the accommodation allocated to you in your place. In order for this to be permitted the other student must be 'reasonably acceptable' to the University (e.g. they must be someone who is not already in University accommodation and they must not have been asked to leave University accommodation in the past or be someone who has failed to make payments due to the University for accommodation in a timely manner in the past, etc). However, you will remain liable for the accommodation charges until the replacement takes over. Full details of our termination policy can be viewed at: <http://www.bath.ac.uk/guides/ending-your-accommodation-contract-early/>

1.5 Termination of a place in University accommodation

When you are offered a place in University accommodation and you accept it, you will be entering into a formal agreement with us. The University will grant you a licence to occupy University accommodation for the set term (the whole academic year) and you will be tied in for that term. You will therefore be liable to pay the full costs of the accommodation for the whole term even if you decide to move out, unless we agree to terminate the licence early. We will only terminate the licence early in one of the following cases:-

Termination at your request

(i) Students wanting to move to non-University accommodation during the 2017/2018 academic year;

- There is no automatic release date within the contract duration which can be triggered if you wish to move to alternative accommodation. You can move out at any point in your contract, but we will charge you accommodation fees until a suitable replacement tenant has been found. If no suitable replacement tenant is found then you will be charged until the end of the contract. The chances of finding a suitable replacement tenant during the academic year are usually low, so we advise you to consider this when accepting an accommodation contract with us.

- You are not allowed to sublet the accommodation, or allow other students to live in the rooms without formal permission from the Student Accommodation office

- (ii) Summer English Language students - There is no early release date within the summer Pre-sessional and ELAC accommodation contracts, however if withdrawal from study occurs for medical reasons or on compassionate grounds some flexibility will normally be applied. In such case we would seek verification from the Academic Skills Centre or other third party.

(iii) Termination following suspension or withdrawal

(iii) Students entering suspension or withdrawing from their course during the 2017/2018 academic year

Students who suspend or withdraw from their course early will be liable for a termination charge equivalent to four weeks rent from the date they leave residence.

It should be noted that such students are expected to vacate their rooms within two weeks of their suspension or withdrawal date. The West Accommodation Centre must be contacted in person for the relevant authorisation and forms to be completed prior to the student departure. Students withdrawing on medical or health grounds may (in the University's discretion), be granted exemption from the four week termination charge.

(iv) Termination by the University (i.e. for breach of Residential Rules or non-payment of accommodation fees)

If you are offered accommodation you must comply at all times with the Residential Rules outlined below (together with all other terms and conditions outlined herein). If you fail to do so your licence may be terminated and you will be required to leave University accommodation. This is because the University owes a duty of care to all its students and other third parties and we may need to terminate your licence early if your conduct is such that it adversely impacts on others (i.e. on their health, safety, wellbeing or academic progress etc.). We would only take such action and move to terminate your licence if the conduct in question/impact on others was deemed to be sufficiently serious and we did not believe that the matter could otherwise be resolved. Furthermore, such action would only be taken if due procedure had been followed, using either the Disciplinary Code outlined below, or the University's Disciplinary Procedures for students or our Fitness to Study Policy. In such a case the University would give you suitable advance notice of the termination.

If your conduct is such that it constitutes or may constitute a breach of University's Regulations for Students, please also note that action may also/otherwise be taken against you in accordance with our Disciplinary Regulations for Students or our Fitness to Study Policy (as deemed appropriate).

Non-payment of accommodation fees could result in students being asked to leave University Residence. The University of Bath may also take the requisite legal actions to evict students for non-payment of accommodation fees. In such a case the University would give you suitable advance notice of the termination.

1.6 Catered Accommodation

- Students living in Polden Court, Brendon Court, Woodland Court C block twin rooms and The Quads have a compulsory catering component within their rent. Residents at Polden Court and Brendon Court will have their library card loaded with £55 value for a cost of £50 per week. This is provided in instalments in line with the accommodation payment schedule. Catering is only charged for 33 weeks out of the 38 week contract. Residents at The Quads and Woodland Court permanent twin rooms will have their library card loaded with £27.50 value for a cost of £25 per week. This is provided in instalments, in line with the accommodation payment schedule. Catering is only charged for 33 weeks out of the 38 week contract.

- Credit can be carried over to the following term or carried forward into the next academic year at the end of the accommodation contract. Any refund will be subject to our normal termination policy (<http://www.bath.ac.uk/guides/ending-your-accommodation-contract-early/>) and according to the amount of credit already spent.

- From time to time students living in catered accommodation may receive promotional details regarding offers at our hospitality outlets etc

- Lost/stolen cards - In the event of an account holder losing their Library card they must as soon as is reasonably practicable report the loss to the Library. As soon as the account holder has logged the account as lost/stolen online the Eat and Drink account will be inactive and no funds will be available to spend. As soon as a new account is linked to the account any remaining credit will be available to spend within two working days.

- Corrupt/Damaged cards - When a Library card cannot be read by the card reader at the payment terminal, the account holder must replace their library card. The new card will then need to be linked with the account holder's personal account online.

As soon as a new account is linked to the account any remaining credit will be available to spend within two working days.

- Fraud - Once the Account has been issued, the account holder is responsible for the Eat and Drink account and funds unless - and until - the Eat and Drink account is returned to the University or is reported lost or stolen in accordance with these terms and conditions. Eat and Drink account holders cannot loan their Eat and Drink account to any other person. Anyone discovered attempting to defraud Eat and Drink will be subject to University disciplinary procedures and/or will be reported to the Police for further investigation/prosecution. Eat and Drink account holders cannot transfer money from their Eat and Drink account to another account. The Eat and Drink account is not transferable. The University reserves the right to retain the Eat and Drink account at any time and in its absolute discretion.

- Full terms and conditions of the Eat and Drink scheme are here:

<http://www.bath.ac.uk/corporate-information/terms-and-conditions-for-eat-and-drink-credit/>

1.7 Possessions Insurance

The University does not accept responsibility for loss or theft of or damage to residents' or other individual's property. The University has arranged a core possessions insurance policy with UK & Ireland Insurance Services Ltd to cover your possessions whilst you are living in University Accommodation on a full-time contract. Your possessions are not covered whilst in transit or when transferring between rooms.

What you need to do after accepting your accommodation contract:

To review your cover visit <http://www.bath.ac.uk/corporate-information/contents-insurance-for-students/>. This provides details for your chosen accommodation and the cover provided by the University. We strongly advise you to judge your insurance needs and extend the cover accordingly. Please note that uninsured losses cannot be recovered. You may need to extend your cover for certain items.

Consider insurance for a pedal cycle if you have brought one to the University.

2. Health and Safety

- To achieve the necessary standards of Health and Safety, a positive commitment is required from all members of the University. It is the responsibility, under the Health and Safety at Work legislation, of every member of staff and every student or other person working or resident on University premises to ensure that they do not, except where it is unavoidable, create hazards for themselves or others.

All reasonable steps should be taken to eliminate or minimise such hazards and any item causing a hazard or obstruction shall be removed without prior notice and a charge may be made for the reasonable costs of removal and any storage which may be incurred by the University.

- All employees and residents will take all reasonable steps to ensure that their own health and safety and that of anyone else who may be affected by their actions is not compromised in any way. All works undertaken in University residences must be carried out by a competent, approved contractor, engaged and controlled by the University's Accommodation and Hospitality Services or Estates Department.

- All employees and residents agree specifically to take all reasonable steps to keep all passageways, stairways, exits and fire exits in University residences clear of obstruction and combustible materials at all times. In addition all residents are responsible for taking all reasonable steps to ensure that no rubbish, or any other material of any kind is placed or left to

create any obstruction in the sinks, bath, showers, lavatories, cisterns or any other pipe or water course on residential premises.

- All communal areas including stairwells, passageways, exits must be kept clear at all times. Any personal belongings must be stored in study bedrooms in a tidy manner.

- The University reserves the right to check and remove or withdraw residents' own items, if they are considered a safety risk, having given residents the option of immediately removing the items from University residence. Any item removed or withdrawn by the University shall be returned to the resident upon request.

The resident shall then arrange for the item to be removed immediately from University residence. Please note that we will not be responsible for the upkeep of your belongings. The decision of the Accommodation Operations Manager in respect of any item's compliance with regulations shall be final.

2.1 Fire Safety – Prevention and Advice

It is vital that you do not act in a way which will compromise the safety or general wellbeing of other occupants or staff.

You should be aware that breaches of our smoking policy and misuse or damage of fire safety equipment (including alerting devices, extinguishers, etc.) can breach both criminal law and University of Bath Residential Rules and will be dealt with appropriately.

Fire Precautions

The following precautions should be noted, failure to comply could result a breach of the Residential Rules:-

Propping open of fire doors is strictly forbidden.

Information on fire assembly points is provided in bedrooms, kitchens and final exits. Every resident should know the whereabouts of the fire exit, escape route and alarm point nearest to his/her room.

Students should familiarise themselves with the fire precaution rules and will occasionally be required to take part in fire drills.

Students must evacuate during a fire alarm activation and not return to the building whilst the alarm is still activating or have before being given permission by a security officer to return,

Fire extinguishers and fire blankets are provided for your safety and must never be touched except for a genuine fire. If an extinguisher or blanket is used for any reason, please report it to the Accommodation Centres immediately.

Damage or improper use of fire alarms, escape devices, smoke detectors or extinguishers, the propping open of fire doors, or failure to adhere to evacuation procedures, will be regarded as a serious offence and will result in University disciplinary action being taken.

Smoking is prohibited in any building or within 4 metres of any building to prevent smoke being blown through open windows;

For the purposes of Smoke Free Policy, the University treats e-cigarettes (and vaporisers) in the same way as smoking materials

Smoke detectors fitted near the kitchens and in the corridors are very sensitive and if activated, whether by accident or not, may call out the Fire Brigade. Residents should never tamper with or cover smoke detectors or smoke in their immediate vicinity. Since kitchen vapours or steam from showers can easily set off the detectors NEVER leave your kitchen or bathroom door open or tamper with ventilation facilities. Please open windows to ventilate these areas.

2.2 Cooking Safely

- Operate appliances as per instructions provided.
- Never leave cooker grills, hobs or microwaves on and unattended.
- Do not allow a build-up of grease on cookers, hobs or grill pans. Residents are responsible for keeping them clean.
- Do not close oven doors whilst grilling or before the grill has adequately cooled down.
- BBQ equipment and materials can be hired from the Student Accommodation Office at West Accommodation Centre (subject to availability during the summer term only).

2.3 Electrical/Heating Appliances and Safety

- Portable fan heaters, electric fires, paraffin/oil heaters and gas appliances are strictly prohibited within the residences at any time.
- All portable electrical appliances supplied within the residences by the University are tested in accordance with the appropriate published guidelines.
- Residents are responsible for ensuring that any portable electric appliance that they choose to bring into, and or use within University accommodation is in a safe and fully operable condition. Students must ensure that all plugs are fused and equipment conforms to the appropriate British Standards with the CE mark. Where used, European plugs and adapters must also conform to the appropriate British Standards.

In the interests of health and safety the use of thirteen (13) amp socket adapter plugs is not permitted. If additional socket outlets are necessary, the use of purpose-manufactured, tough rubber/ PVC enclosed, fused trailing sockets conforming to the appropriate British Standards are permitted. The main lead to a trailing socket must be a recognised insulated and sheathed flexible cable.

- The use of rubber fabric covered cables is forbidden. In all cases there should only be one appliance or one fused trailing socket connected to any mains wall socket in University residences.
- The University reserves the right to remove any such appliance which it considers to be prejudicial to the health and safety of occupants. The right to remove any appliance will only be exercised where the University reasonably considers it appropriate. The owner or keeper of such an appliance will be advised via University email accordingly, and required to either make appropriate repairs or remove the appliance from site immediately. Please note that we will not be responsible for the upkeep of your belongings should we need to remove them from your room
- Students may not affix, install or use additional, temporary or permanent lighting within University accommodation, with the sole exception of the use of freestanding desk lamps in study bedrooms. Where such free-standing desk lamps are used, all due care must be taken to ensure they are not placed adjacent to potentially flammable items or materials.
- Students must not tamper with any cable, switch, pipe or other equipment or fitting connected with the supply of electricity or water or with any electrical or other supply apparatus to include

the trunking, cabling, machinery and equipment associated with wall sockets, the supply of heat, ventilation and light.

- It is possible to accidentally overload the electrical supply to your room (maximum 5 amps), causing the fuse to “blow”. The “trip” switch may be situated in your room and can be simply re-set, once you have disconnected the electrical items that are causing the overload. If the trip still cuts out even after reducing the electrical current being drawn, please report it to the nearest Accommodation Centre who will get the supply checked by a qualified electrician.
- Disciplinary action may be taken against you or action taken in accordance with our fitness to study policy for breaches of health & safety and damage to fire & safety equipment.

3. Lost Keys and Access Cards

Any lost key or temporary card should be reported immediately to the Accommodation Centre. Each replacement key or temporary card costs £25. If the resident finds and returns the original key within a 72 hour period, £15 will be returned. To have the money refunded the resident must:

- Return the key within 72 hours.
- Return the green receipt which is issued as proof of payment for the new key.
- If the student thinks the lost key may have compromised room safety (i.e. if they had address details attached in any way or in the same bag) then the lock has to be changed, and the current cost for this service is £65. After 72 hours, a new key is cut and no refund can be issued, but, if found at a later stage, then it must be handed in to the Accommodation Centre.
- Most of our buildings have a card access system. Access to your accommodation is programmed onto your library card. If you lose or damage the card you can obtain a replacement from the library at a cost of £8.

4. Utility Supplies

- All residents should be aware that the University cannot guarantee the continuity of the electricity, gas, water, telephony, television and data network service supplies to University residences as such services are not entirely subject to the University's control.
- The University will therefore not accept any responsibility or liability for any losses which may be incurred as a result of any interruptions in the supply of electricity, gas, water, telephony, television or data network services to University premises or breakdown of appliances (e.g. fridge-freezer) , except to any extent resulting from its negligence.
- We have a responsibility to reduce our environmental impact and our contribution to climate change. All residences are centrally heated and thermostatically controlled.
- All heating is switched off overnight, but we aim to keep a minimum temperature within each room of 16 degrees centigrade overnight and 19 degrees during the day time. We aim to achieve hot water temperature of 56 degrees centigrade at all times. Heating times may vary during the winter and spring months depending on weather conditions. Generally during winter; the heating is timed to come on morning and evening, but not throughout the night. When the heating is on, the temperature is set to achieve a maximum of 21 degrees centigrade via the radiators installed in all rooms. The temperature is controlled by both external and internal thermostats. The external thermostat measures the outside temperature and should this be quite high may result in the boilers switching off during these times. The radiators may only be warm to the touch and could go off completely should the internal temperature reach 21 degrees. The heating will be switched off in the summer months.

5. Notification of Room Audits

- Kitchens and communal areas are checked regularly. Students will be informed if kitchens are not in good order and will be advised on improvements needed.
- Room inspections will take place once a term to check maintenance, health & safety and hygiene. You will be notified of checks a week in advance.
- Where room cleans take place (en-suite rooms only) students will be notified of a room clean a week in advance.
- A calling card will be left in your room to indicate that a room clean has taken place

Continued negligence to maintain cleanliness to a satisfactory standard in any area of the accommodation may result in disciplinary action.

6. Access to Rooms

• The University regards it as paramount that student privacy is protected. However, in order for the University staff to discharge and fulfil their property management and student welfare roles, students are required to provide access to their accommodation at all reasonable times. Regular health and safety checks have to be undertaken every three months and you will be given one week's notice when this occurs. In exceptional cases, however, where urgent entry is deemed appropriate, entry may be requested without prior notice to you and/or outside of our usual working hours.

Examples are:

- Excessive noise.
- Suspected illegal occupancy.
- Breach of University regulations.
- Other situations deemed appropriate by supervisory staff.

During investigations or where a situation is deemed to be an emergency, immediate access may be required with or without the consent of the room occupant.

Examples are:

- Medical grounds.
- During fire emergencies.
- When a student is believed to be missing.
- When a room is believed to be being used for illegal purposes.
- When urgent repairs are required.
- Illegal occupancy.
- Other situations that require immediate entry for good reason.

The guidelines/process for gaining access to rooms by master key holders such as Security, Operations and Maintenance staff are as follows:

- Security should be informed and requested to attend.
- The relevant member of staff or tutor should identify themselves, stating their name and status.
- The reason for requiring access should be stated.
- In normal circumstances at least two members of staff should attend.
- If immediate access is required and either there is no response or a refusal to allow access, master keys may be used.
- A full report of the incident must be recorded on the Security Incident log or Moodle.

7. Good Neighbour Guidance

Your behaviour should be compatible not only with good order within the residences and show consideration for your fellow students, but also should not disturb, inconvenience or upset members of the local community. Bath is a fairly small city, so when you become part of the University that also means being part of the local community.

In particular, but not exclusively, you should be fully aware that threatening, intimidating, bullying or harassing behaviour is not tolerated under any circumstances, nor damage to or misuse of property. This especially applies to the local golf course which is adjacent to our northern boundary on campus.

8. Residential Rules

Residents must conduct themselves at all times in a responsible and proper manner with due consideration for Operations staff, other residents, local residents and members of the public. As a resident you must therefore have due regard for all such people and ensure that you do not do anything which causes an adverse impact on the health, safety, wellbeing or academic progress of others. The Residential Rules (RR) that you must follow are those which deal with the following subject matters-

- RR1 – Causing nuisance and noise affecting the work or sleep of others
- RR2 – Keys/access control cards
- RR3 – Window restrictors
- RR4 – Keeping pets
- RR5 – Ball games
- RR6 – Motor vehicles & Parking
- RR7 – Parties
- RR8 – Visitors and guests
- RR9 – Sub-letting
- RR10 – Access to rooms
- RR11 – Prohibited items
- RR12 – Incense sticks and candles
- RR13 – Cycle storage
- RR14 – Window displays
- RR15 – Cleaning and causing obstruction
- RR16 – Electrical equipment
- RR17 – Damage to property (other than University Accommodation)
- RR18 – Damage to property (University Accommodation)
- RR19 – Breach of Health and Safety Regulations
- RR20 – Use of Social Spaces
- RR21 - Unattended cooking

Further details on each of the Residential Rules are detailed below along with supplementary information relevant to University regulations:

RR1. Causing nuisance or noise affecting the work or sleep of others at any time.
After 23:30 it is expected that no noise or music should be heard in adjacent corridors or rooms.

Note - Residents using kitchens or bathrooms after 23:30 should show special consideration to other students in the group who may be trying to sleep. Remember that you are here to study so please respect the right of other residents to peace and quiet when they need it. If you feel your own peace and quiet is being affected speak to the offending party in a reasonable manner. If you cannot resolve the matter, contact West Accommodation Centre or Security.

RR2. Improperly using keys/access control cards including duplicating or lending to other persons is not allowed. On changing rooms you must return the keys to your old room by a specified date.

RR3. Tampering with window restrictors

Note - Windows are fitted with restrictors for your safety and these must not be tampered with. Residents are not permitted to climb out of windows or sit on window ledges.

RR4. Keeping pets, including fish or livestock on University premises.

Note - If any are found in your accommodation you will be required to remove them immediately. The university reserves the right to remove the animal and keep it at your cost.

RR5. Playing ball games residential buildings or in the vicinity of the residences.

Note - The University residences on campus are located on the main access route used by motor vehicles. Ball games are not allowed inside residential buildings or in the vicinity of the residences (except designated areas).

RR6. Students living in University accommodation on campus or in the city campus may not park or be in possession of a motor vehicle (including a motorbike/moped) on University property, or on public roads within the City of Bath boundaries unless granted a permit, or if they are using the vehicle that belongs to the official Car Club of which they are a member.

RR7. Parties are not allowed in and around residences due to the excessive noise and damage that they may cause. Small social gatherings will be allowed in kitchens and social spaces provided written permission has been sought in advance (at least 24 hours) from your Operations Team Leader and maximum numbers agreed. All members of the kitchen group must be in agreement that their kitchen can be used for this purpose. Most importantly those attending such gatherings must not breach any of the Residential Rules.

RR8. Visitors and Guests. No person may occupy or share the occupation or live in any room or premises on a long term basis other than the student assigned the room. Overnight guests under the age of 18 are not permitted.

Residents are responsible at all times for the conduct of their visitors and guests. Consequently, if the guests of any resident breaks any of the Residential Rules or University Regulations, or cause damage to University property the resident will receive the appropriate penalty and disciplinary action. The guest may also be asked to leave accommodation without notice. There is no problem if one friend occasionally shares your room overnight (for a maximum of 3 nights), in order to arrange this please email accommodation@bath.ac.uk with name of your guest and dates of stay. Residents who have guests for longer than this risk disciplinary action and a financial penalty of £50 and/or losing their own place in residence.

RR9. Residents are not permitted to sub-let, attempt to advertise their room for letting on websites or noticeboards, or allow other students to live in their room without the formal permission of the Student Accommodation Manager.

RR10. Access to Students' Rooms. The University regards it as paramount that student privacy is protected. In order for the University staff to discharge and fulfil their property management and student welfare roles, students are required to provide access to their accommodation at all reasonable times.

Regular health and safety checks will be undertaken every three months and residents will be given one week's notice when this occurs.

In exceptional cases, where urgent entry is deemed appropriate, entry may be requested at times that may not be generally described as reasonable. (See Section 6 Access to rooms).

RR11. Prohibited items in residences include untested electrical circuitry, weapons/replica/sport guns, hazardous and flammable materials/liquids or chemicals.

RR12. You cannot burn joss/incense sticks or use naked flames due to the sensitivity of the fire detection equipment, (other than candles such as birthday cake candles which may be used if you have sought prior consent from the Accommodation Operation Manager).

RR13. Cycle storage. Students must not store bicycles in their rooms or inside accommodation buildings. Any bicycles found stored inside residences are likely to be removed and stored at your cost.

Note - Secure bicycle stores are located close to the residences. Please visit:

<http://www.bath.ac.uk/guides/storing-your-bicycle/>

RR14. Displays in or from windows is not allowed including international flags and washing. Reasonable bedroom ornaments on internal window sills are however acceptable.

RR15. Residents must look after their accommodation and maintain acceptable levels of cleanliness as detailed in the "Cleaning Services" section. Residents must also ensure that communal areas including passageways, stairwells and exits are kept clear at all times.

RR16. Use of unauthorised electrical equipment such as non-CE marked electrical items is not allowed. You may be responsible for the damage caused by the use of such equipment including call out cost for resetting a circuit breaker.

RR17. If damage is caused to University property other than residences, the officer responsible for implementing action is the Head of Security Services, who will liaise with Estates to arrange repairs and cost recovery.

RR18. Causing damage to University Accommodation the officer responsible for implementing action will be the Accommodation Operations Manager or his/her nominee. They will liaise with relevant parties to arrange repairs or replacement

Note - Charges will then be communicated and passed on to the student(s) concerned. Where damage is in communal areas and where it is impossible to identify the individual(s) responsible, the kitchen group/flat members will be notified of the damage and a request made for the person responsible to own up. If it is impossible to identify the individual(s) responsible, the invoice will be issued to all students sharing the facility, who will be held jointly liable. Failure to settle a communal charge by the deadline date will result in the total cost being applied proportionately to individual student accounts within the kitchen group as well as an additional administrative charge of £30 per person.

RR19. This will include failing to evacuate during a fire alarm activation or returning to the building whilst the alarm is still activating or before being given permission by a security officer to return, interference with fire protection and other University Health and Safety equipment e.g. malicious activation of fire alarms or fire extinguishers, covering or disconnecting fire detectors, propping open of fire doors etc.

Note - Items in this category may also constitute criminal offences under the Fire and Rescue Services Act 2004 S49 which states that a person commits an offence if "he knowingly gives or

causes to be given a false alarm of fire to a person acting on behalf of a fire and rescue authority”, which carries penalties from a fine of up to £1,000 and/or imprisonment of up to three months.

RR20. Residents using accommodation social spaces must book it is through the Maintenance request form <http://www.bath.ac.uk/accommodation/contactus/maintenance-enquiry/>. Residents must ensure the area is kept clear of any obstruction, furniture is not moved around and an acceptable standard of cleanliness is maintained.

Note - Accommodation Operations Teams may remove any personal belongings left in the area and you may be liable for any cleaning charges that are deemed necessary.

RR21. Students are responsible for safety whilst cooking within University managed property; students should never leave grill, microwave or hob cooking unattended and should always ensure that oven/microwave and ‘slow’ cooking is managed in a way so as not to cause damage or safety concerns.

Accommodation Smoking Policy

All University accommodation is completely non-smoking including the use of e-cigarettes and vaporisers - it includes communal areas and individual study bedrooms - and means that you should be at least 4 metres away from any building when you smoke. In Woodland Court and Cleveland Building central courtyards, smoking is prohibited.

9. Breach of these Terms

If you breach any of the terms contained herein and/or the Residential Rules, action may be taken against you. The action taken will depend on the nature of the breach and the surrounding circumstances and it will be up to the University to decide in its discretion which procedure to follow. However, such action could include the following:

Action may be take in accordance with the Student Accommodation Disciplinary Code outlined below. Please note that this could result in the termination of your licence and you losing your place in residence);

If your alleged conduct constitutes a breach of the University’s Regulations for Students you could also or instead face action under the University’s Disciplinary Regulations for Students (see www.bath.ac.uk/regulations/)

If your alleged conduct constitutes a criminal offence it may also be reported to the police.

10. Student Accommodation Disciplinary Code

Purpose

As a student at the University of Bath, you are required to comply with the University’s Regulations. These are intended to ensure that we all live, study and work together in a positive atmosphere of good order, respecting the rights and needs of others. We are sure you will understand the necessity of imposing appropriate sanctions and penalties on the few students who behave in an antisocial or destructive way. Restrictions are kept to a minimum, but for the health and safety of all concerned there are rules and regulations to ensure good order, to preserve the buildings and to maintain standards. As a resident of student accommodation you must also comply with the terms and conditions outlined herein and the Residential Rules. In the interest of both the University and all its students, it is necessary to have a Disciplinary Code.

The purpose of the Disciplinary Code is:

To remind all students from time-to-time, as may be necessary, of the standards and behaviour required of them.

To give all students the right to be advised of any shortcomings in their standards and behaviour and to give them the opportunity to remedy such shortcomings.

To prevent undisciplined or unreasonable behaviour adversely affecting the educational objectives of the University or interfering with the establishment and maintenance of effective working relationships and communal living within the residences.

Procedure

The Director of AHS or her/his nominee may refer serious alleged breaches to be dealt with under the University's Disciplinary Procedure, see University Regulation 7 and Regulation 8

Procedure for dealing with breaches of these terms/Residential Rules by Students Living in University Accommodation under the Student Accommodation Disciplinary Code

There are four stages, and action may commence or be taken at any stage depending upon the seriousness of the offence and the existence of current warnings against the student.

Recorded Verbal Warning – Issued by AHS Staff for minor disciplinary matters/breaches, but will still be formally recorded in the University Discipline database.

Written Warning – For more serious cases or repetition of minor disciplinary matters/breaches, these will be issued by AHS staff and logged on the University Discipline database.

Fixed Penalty Notice (£50) – For breaches of Residential Rules or University Regulations. Issued by AHS Staff and Security Officers

Investigative Meeting - In response to a report of alleged breach of Residential Rules AHS Manager or their designate may conduct an Investigative Meeting to establish the circumstances of an incident and any persons involved. Following an Investigative Meeting a decision could be made to issue a Recorded Verbal Warning, Written Warning and/or financial penalty or contribution to damage costs.

Formal Investigative Interview - A Formal Investigative Interview will normally be held before any decision is made on termination of residence

Typical Formal Investigative Interview Format:

The student will be advised of the complaint against him/her or reason why disciplinary action is being considered.

The student will be given every opportunity to present his/her case.

The student's representative, a fellow student at bath/an SU officer, will also be allowed to present the case, in part or in full for the student, if the student so wishes.

Once the student's case has been fully presented, the main Investigator conducting the hearing will adjourn the meeting for a period of time depending on the complexity of the matter(s) to be considered.

Once all the facts and information have been fully considered, the Investigator will reconvene the hearing and advise the student of his/her decision.

Confirmation of the decision will also be provided in writing as soon as possible after the conclusion of the hearing.

In certain circumstances the decision may be given at a later date.

The Formal Investigative Interview will result in:

A) No Action

If the Investigator believes that no disciplinary action is required, he/she will tell the student and confirm the matter in writing.

OR

B) Disciplinary Action

The Director of Accommodation & Hospitality Services, through his/her nominee/s may reprimand, issue a written warning, impose a financial penalty or take other appropriate remedial actions including terminating residence with not less than 7 days' notice in respect of any student found guilty of breaking the Residential Rules or University Regulations.

The stage at which disciplinary action is initiated will depend on the seriousness of the offence and the existence of current warnings against the student.

Disciplinary action in relation to minor breaches of Residential Rules and University Regulations is not placed on a student's academic record or notified to their academic department, without explanation and prior notification to the student. However, as set out above more serious or repeated misconduct will be notified to the Head of Student Services and the relevant academic department.

6. Termination of Residence –This will be issued on the recommendation of AHS Managers by the Student Accommodation Manager in consultation with the Director of Accommodation & Hospitality and Head of Student Services or their nominee when dealing with discipline matters.

Rights of Appeal/Appeals Procedure Residential Rules

Where a student/resident disagrees with the disciplinary action taken in respect of alleged breaches of the Residential Rules and /or these terms and if informal discussions fail to resolve the dispute, students may formally appeal in writing against the outcome of any cases involving a disciplinary sanction, may send a written appeal to the Student Accommodation Manager within 7 working days of notification of any Disciplinary stating the grounds of the appeal, and the reason for disagreement with the decision

An AHS manager will then investigate and pronounce on the appeal, their decision shall be final.

If action is taken instead under the University Discipline Regulations - The appeals process set out under the University Regulations procedures shall apply