

# Residential Code of Conduct

2018 - 2019

## Residential Code of Conduct

### Overview

The University accommodation is designed to provide students with suitable living conditions, a pleasant atmosphere for studying and the chance to meet other residents from different backgrounds and cultures. It offers students an independent lifestyle, and in return we expect students to live together responsibly, without close supervision or interference from members of staff.

The residential Code of Conduct provides clear guidelines on the responsibilities of Residents. All are required to familiarise themselves with their responsibilities and abide by the Terms and Conditions of their Licence Agreement. The Residential Code of Conduct form part of the Licence Agreement. Any resident who breaches the Terms and Conditions of the Licence Agreement or Residential Code of Conduct may invoke Disciplinary Procedures.

### Conduct

The resident must conduct him/herself at all times in a responsible and proper manner with due consideration for University staff, other residents, local residents and members of the public generally. Conduct related to the Halls of Residence, which is alleged to be a breach of the Residential Terms and Conditions, Residential Code of Conduct or University Regulations, will be dealt with in accordance with the provision of regulations as detailed in the Accommodation Disciplinary Procedures. Any alleged conduct that constitutes a criminal offence may be reported to the police. Accommodation or University Disciplinary Action may also follow.

#### 1. **Antisocial behaviour**

- 1.1 Residents and their guests must always be considerate towards fellow Residents and the staff of the University.
- 1.2 Residents are entitled to live free of disruption, intimidation or harassment from other Residents.
- 1.3 Offensive, indecent, disorderly, threatening or disruptive behaviour or language by residents towards other Residents, University staff, tradesmen, neighbours and visitors will not be tolerated.
- 1.4 Official disciplinary action may be taken against unruly and drunken behaviour or misconduct, and may be reported to the police.
- 1.5 Residents must not do anything which is likely to cause injury, to put safety at risk, or to damage belongings.

#### 2. **Noise**

Individuals must always be considerate towards fellow residents. All residents are entitled to live and study peacefully in their accommodation. Excessive or unacceptable noise at any time which disturbs other residents will not be tolerated, whether it is residents within the same flat, residents in neighbouring flats within the student development, or people living in the neighbouring properties.

- 2.1 Residents must respect the right of other residents and any neighbour's privacy and the right to quiet enjoyment, and not indulge in any anti-social behaviour at any time and particularly must not:-

- 2.1.1 Shout or make or cause loud or disruptive noises.
- 2.1.2 Use electronic equipment (including stereo systems) in such a way as to cause nuisance.
- 2.1.3 Cause nuisance or annoyance or hindrance to other Residents or staff or neighbours.
- 2.2 Residents should also be aware that these Regulations are particularly applicable during periods of major assessments, examinations or teaching practice and between midnight and 7.00am it is expected that no noise or music should be heard in adjacent corridors or rooms. For the avoidance of doubt, regulations regarding noise are applicable not just within the accommodation, but also within surrounding areas.
- 2.3 Residents using communal areas should show special consideration to other residents in the group. 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 speak to your Residential Advisor or a member of staff from the Accommodation Office. The University retains the right to remove any item which causes excessive noise until the end of the Licence period.

### **3. Parties**

- 3.1 For safety reasons parties cannot be held in the University accommodation facilities.

### **4. Visitors and overnight guests**

- 4.1 Residents are allowed to receive visitors in their bedrooms between the hours of 08.00am and 12 midnight. For Health and Safety reasons and in order to minimise noise levels only one Resident or non-Resident visitor will be allowed at any one time.
- 4.2 One overnight guest per resident is permitted for a maximum of two consecutive nights in any one week and for a maximum of six visits per year. The Accommodation Office may at its reasonable discretion refuse to allow any person to stay in the accommodation as a guest of any resident.
- 4.3 The host resident must comply with the arrangements in force for the reception of guests. It is essential that the Accommodation Office is informed of a guest staying prior to their arrival. The host resident may be required to pay advertised bed night rates for stays greater than 2 nights, if the stay has been authorised by a member of staff from the Accommodation Office.
- 4.4 The host resident must obtain the consent of his/her flat mates for any overnight guest to stay in the Accommodation.
- 4.5 Guests or visitors are not permitted to enter or use the study bedroom or other communal areas of the flat without the host being present.
- 4.6 The guest must abide by the Term and Conditions of the hosts Licence Agreement. The host resident is responsible for the behaviour of their guests or visitors whilst they are on University premises and will be held financially liable and required to pay for any loss they may cause. Visitors will be required to leave campus if they contravene the Code of Conduct and/or any of the points listed in the Residential Handbook.
- 4.7 Guests must pay for parking if they wish to leave a car on campus.

### **5. Harassment**

- 5.1 The University is committed to ensuring a learning, working and living environment in which the dignity of all individuals is respected. Harassment is any unwanted behaviour which is perceived as harassment by the victim or anyone dealing with the incident. There is no single definition of harassment and what may be acceptable to one Resident may be perceived differently by another. Examples of the sort of behaviour which might constitute harassment are:
  - > Unacceptable comments, remarks, suggestions, abuse, obscenity, leering, bullying, mocking, threats, intimidation, receipt of verbal or written comments, posters, graffiti, physical contact, coercion, etc.
  - > Students may be harassed for many reasons, amongst the most common of which are race, colour, disability, religion, politics, sexual orientation and sex.

> Abusive, threatening or violent behaviour towards other Residents, members of University Staff, Visitors or Guests invited into University residence.

5.2 Harassment of fellow Residents, University Staff, Visitors to the University or neighbours because of their sex, sexuality, race, religion or disability will not be tolerated.

5.3 Any form of harassment of other Residents, members of staff or members of the public is deemed wholly unacceptable and offenders risk having their Licence Agreement terminated.

## **6. Drugs and use of illegal substances**

6.1 The "Misuse of Drugs Act 1971" makes it an offence to possess, use or supply to other persons, any controlled drug. The Act also makes it an offence for the occupier of the premises or a person concerned in management of any premises to knowingly permit or suffer any of several activities to take place on those premises. The activities specified in the Act include smoking cannabis or cannabis resin, and supplying or attempting to supply a controlled drug to another person. The University, as a landlord, is obliged to comply with the Act and notify the police if a student is found to be in possession of drugs or to be supplying or producing illegal substances.

6.2 Staff, students and visitors are clearly required to comply with the law and therefore residents may not bring in or cause or allow to be brought into the accommodation any unlawful drugs or other such substances.

6.3 Anyone found using, supplying or producing illegal substances will face Disciplinary Action, may have their Licence Agreement terminated (on the grounds of misconduct) or face further action being taken under the University Student Disciplinary Code and Procedures, and will be reported to the police.

## **7. Offensive weapons**

7.1 Keeping or using a firearm or any other offensive and dangerous weapon, such as an air pistol, a martial arts weapon, a ball-bearing gun, a catapult or a knife, is strictly prohibited within the Accommodation and the University.

7.2 Using any object in an offensive or dangerous manner or in a manner which is likely to frighten others is also strictly prohibited.

7.3 Residents who break this regulation, may have their Licence Agreement terminated immediately, and may be reported to the police.

## **8. Instructions by University staff**

8.1 Residents must follow proper instructions given by any member of University staff who is on duty, and who identifies himself/herself. This is particularly important in respect of any instruction given in the event of a fire or any emergency, but includes reasonable instructions the intention of which is to require Residents to cease making noise or to comply in any other matter of behaviour.

8.2 Disciplinary Action may be taken against anyone who does not comply with reasonable instructions by University staff, or uses offensive language or behaviour towards any member of University staff.

## **9. Residential Advisors**

9.1 Residential Advisors assist the Accommodation Office with its operation and are available to provide help and advice. They also have the responsibility for encouraging Residents to have a responsible attitude towards living together. They visit the Hall of Residence on a regular basis and will be available to help with many issues.

9.2 As clause 8.1 and 8.2, Residents should follow their instructions in particular on how the development is run and maintaining good standards of housekeeping and security at all times.

## **10. Damages**

- 10.1 Each Resident shares responsibility for their flat, including the furnishings and fittings and communal areas, and has a personal responsibility for their study bedroom. Please refer to the Residential Handbook for details of how financial penalties may be implemented if damage occurs to the above.
- 10.2 Damage within the Residences will normally be reported to the Accommodation Office who will arrange for the necessary repairs to be carried out and for an invoice to be issued by the Finance Office or the Accommodation Office to the relevant resident.
- 10.3 Where it is impossible to identify the individual(s) responsible, the invoice will be issued to all residents sharing the facility, who will be held jointly liable.
- 10.4 In the case of malicious damage, the resident may invoke the disciplinary procedures.
- 10.5 Residents are responsible for reimbursing the University for the reasonable cost of repairing any damage caused to the Accommodation or Premises during the Licence Period (save for fair wear and tear), provided such damage has been caused by them or by their negligence, or may reasonably be held to have been caused.
- 10.6 The University may, at its reasonable discretion, raise appropriate invoices during the Licence term in respect of costs arising; such invoices must be settled within 28 days. Failure to pay such invoices on time will be considered a breach of the Residential Terms and Conditions.
- 10.7 Charges for damages raised at the reasonable discretion of the University, following the Licence term will become payable by the Resident as a debt.
- 10.8 Residents are responsible for non-return or loss of keys, and any deterioration of furniture, fittings or structure of their room not due to wear and tear.
- 10.9 Residents are not allowed to redecorate or alter any part of the flat or student development.

## **11. Reporting repairs**

- 11.1 Residents have a responsibility to keep the accommodation in good order and must report any faults or damage to either the flat or the appliances on Portia as quickly as possible.
- 11.2 If a repair has not been completed in a timely fashion, residents should speak to the Accommodation Office in order to receive an update on progress.

## **12. Cleaning**

- 12.1 Residents are responsible for keeping their Accommodation, and all shared areas of the premises to which they have access as the key holders, in a clean and tidy state.
- 12.2 The Cleaning teams will clean the foyers, stairs and landing areas. Cleaning teams will not clean any other areas. The Housekeepers will help, if required, each block devise a rota so cleaning duties can be split equally between each resident. Failure to carry out these duties may lead to disciplinary action being taken.
- 12.3 Residents are required to allow the cleaner full access to areas to enable them to carry out the cleaning task. If the University discovers during an inspection that this has not been provided, then a warning will be issued to those deemed liable. Failure to comply with a warning will result in the University cleaning the relevant communal areas of the premises and raising an appropriate charge against those deemed liable to pay for the cost of an additional clean. Such invoices must be paid within fourteen days. Failure to pay such invoices on time will be considered as a breach of these Regulations and a debt to the University.

12.4 In the communal areas, unless liability is shown to fall upon one resident which the University shall use reasonable endeavours to identify, or a particular group, the charge for cleaning will be divided between all residents who have key holder access to the area concerned. This charge will also be applied through failure to carry out the agreed cleaning tasks.

- 12.5 Adherence to the University's recycling policy is required.
- 12.6 For the avoidance of doubt in regards to the cleaning of the communal areas of the premises, Residents are responsible for:-
- The cleaning of kitchens to include all kitchen utensils and equipment
  - The correct disposal of rubbish
  - The cleaning of food preparation, ovens, microwaves and cleansing areas after use
  - The appropriate cleaning of bathroom and toilet facilities after use

### **13. Code of Conduct in the Summer Vacation Period**

- 13.1 Residence during the summer vacation period is at the reasonable discretion of the University.
- 13.2 Any student resident during the summer vacation period should be aware that the Residential Terms and Residential Code of Conduct apply, particularly in respect of those in the close proximity of conference delegates.
- 13.3 Regulations in respect of behaviour, and in particular noise, during these periods will therefore be interpreted in accordance with "conference standards" and not "student standards" and Residents will be expected to uphold the good name of the University.
- 13.4 Residents must therefore:-
- 13.4.1 Respect the privacy and quiet enjoyment of conference delegates.
- 13.4.2 Display courtesy to these delegates as appropriate to their status as guests of the University.

### **14. Fire Safety**

- 14.1 Residents must be aware of the Fire Regulations and evacuation procedure. All fire doors must be kept closed; fire equipment must never be tampered with. Any use of fire equipment, for whatever reason, must be reported to Reception, the Accommodation Office or the Health and Safety Office.
- 14.2 Residents are expected to study carefully the detailed fire instructions in the accommodation, to ensure that, should a fire occur, correct and quick action may be taken.
- 14.3 All Residents must leave the flats when the fire alarm sounds. Evacuation is essential even if it is a false alarm or a planned fire drill. Accommodation may be checked to ensure that you have complied with this requirement.
- 14.4 Residents will be charged for any extinguishers that are unnecessarily discharged, or for any damage to any other equipment.
- 14.5 Under no circumstances should you bring the following items into the flat:
- Traditional chip pans or deep-fat fryers
  - The resident shall not bring into the premises nor use candles or other naked flames at any time
  - Heating appliances, including paraffin, calor-gas or other bottled-gas heaters.
- 14.6 No smoking is allowed in halls of residence or within a 5 meter distance of the facilities and cigarette butts must be suitably disposed of.
- 14.7 Misconduct includes "action likely to cause injury or impair health or safety on University premises including improper interference with the fire alarm systems or firefighting and safety equipment". Where more than one resident is responsible, those involved will be jointly liable to pay for the loss or damages. In cases where the perpetrator(s) cannot be identified, the relevant group will be held jointly liable.
- 14.8 The charge will be passed on to the person(s) responsible in the event that the University is required to pay a charge by the Fire Service for a malicious or negligent call-out (approximately £1,000). Actions that constitute criminal offences under the Fire Service Act 1947, Section 31, carry penalties from a fine of up to £1,000 and/or imprisonment of up to three months.

## **15. Security**

- 15.1 Residents should ensure that all doors are closed securely when entering or leaving the premises. Do not allow anyone who is not a Resident to come into the building behind you, unless they are an invited guest - see point 4.
- 15.2 Residents must ensure that front doors and room doors are locked at all times, otherwise personal security and that of your belongings may be at risk.
- 15.3 Do not use windows to enter or leave the premises, as this can put the safety of Residents and the security of the property at risk.
- 15.4 Residents are recommended to enhance the block insurance provided by the University. The University does not accept responsibility for damage to, or theft of, personal property.

## **16. Issues with fellow students**

- 16.1 If you experience minor problems with the behaviour of other Residents, first try to resolve the issue informally. Dissatisfaction often arises from misunderstandings and the best starting point is usually with the person whose actions are the cause dissatisfaction. Informal discussion can often provide an immediate explanation and solution.
- 16.2 If issues between residents requires escalation, you can contact your Residential Advisor or the Accommodation Office staff for advice and, if you so wish, they can arrange to meet the parties involved to try and help resolve the dispute amicably.

Reviewed and Updated March 2017