Burma Road Student Village
Sparsholt Students – Residential Halls Agreement
Version number 1– 26/ 27

Specific details of the Accommodation being granted to you, the Period of Letting and the occupation fee are given in the offer confirmation. This confirmation, along with the Halls Agreement and Residential Handbook form the Licence Agreement.
By signing this document, you enter into a legally binding Agreement under which you agree to be bound by the Halls Agreement and the Residential Handbook. The language in this Agreement and the Handbook 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 Handbook which have a very particular meaning, and those are set out below.

CHANGES TO THE REGULATIONS

There are clauses within this document which may need to be adjusted throughout the license 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.

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 offer confirmation or any other residential Accommodation which the College may allocate to the Student during the Period of Letting.
Agreement	means these Residential Halls Agreement, Residential Handbook and all details included in the offer confirmation.
Authorised Staff	means any persons who are employed by the College or University in any of the following capacities: Cleaners, Maintenance, Security, Housing (including Housing Managers, Wardens, Residential Assistants and their nominees), Recruitment and Marketing staff and Student Services staff (see clause 2.50 of the Regulations).
The College	means Sparsholt College, Westley Lane, Sparsholt, Winchester, SO21 2NF
The University	means The University of Winchester, Sparkford Road, Winchester SO22 4NR.
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.

Accommodation Fee	means the fee payable as stated in the offer confirmation, in respect of the Student's Residence in the Accommodation and which is payable by the Student to the College during the Period of Letting. The Accommodation fee is payable in advance, either in full on or before moving into accommodation or by termly or monthly instalments by debit/ credit card (by setting up a payment plan on the online store).
Period of Letting	means the period granted by this Agreement starting and ending on the dates stated in the offer confirmation.
Resident Engagement Strategy	means the strategy, detailing how the University communicates with Residents, which relates to the Building Safety Act 2022 and can be read online here: Resident Engagement Strategy
Regulations	means the Residential Halls Agreement issued by the College prior to the period of let and amended from time to time and the Residential Handbook.
Student / Resident	means the person who has been offered the Accommodation through the offer confirmation who is a student who has been accepted for a course of study at the College and who has been offered and has accepted Accommodation by the College.
Term	means an academic term of the College, 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	The Residential Halls Agreement is a contract between Sparsholt College and the Student relating to the Accommodation and comprising the offer confirmation, Residential Handbook and these Residential Halls Agreement. Together referred to as the "Agreement".
THE COLLEGE AGREES:		
Grant of Residence	1.3	The College grants the Student the right to reside in the Accommodation for the Period of Letting (specified on the offer confirmation). The Period of Letting will not necessarily start and finish on the same dates as the College or University's academic year.
THE STUDENT AGREES:		
	1.4	To pay the Accommodation Fee and any other charges payable under the terms of this Agreement, to the College on the agreed dates.

	1.5	to be bound by all of the Terms and Conditions set out in the Regulations which, by signing this Agreement, the Student acknowledges having received, read and understood.
	1.5.1	To comply with all aspects of the 'Managing Learner/ Student Conduct' and the 'HE Fees, Refund and Compensation' policies which are available to review on the College website: https:/ / www.sparsholt.ac.uk/ policies-reports/
IT IS FURTHER AGREED THAT:		
	1.6	The catering status of the Accommodation is defined on the application and offer confirmation. All College residents at the University are self-catering.
	1.7	The Accommodation Fee is inclusive of gas, electricity, water, heating and internet consumed at the Accommodation during the Period of Letting (subject to clause 3.2 of the Regulations).
	1.8	The University will undertake cleaning of shared facilities used by the Student in the building in which the Accommodation is situated, further detail of this can be found in the Residential Handbook.
	1.9	By reason of the nature of the Agreement and the Regulations the Student will not have exclusive possession of any part of the Accommodation and will be a licensee of the College.
Periods not covered by the Period of Letting	1.10	There is no right of residency of the Accommodation outside the defined Period of Letting. The Accommodation must be cleared of all personal effects outside of the Period of Letting.
Staff responsible for management of the Accommodation	1.11	The College is responsible for the allocation of the Accommodation and such responsibilities within this. The University is responsible for operational management of the Accommodation and liaison with the College in reference to this as required. The overall responsibility for management of on campus University Accommodation 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 & Housing Manager. They are assisted by Housing Advisors, the Allocations & Systems Officer, Residential Assistants & Wardens.
Moving in without signing the Agreement	1.12	If the Student moves into the Accommodation without having signed the Halls Agreement, they will be found to have accepted the Agreement by their actions.

Variations	1.13		No variation of this Agreement will be valid unless it has been confirmed in writing by the Residential Support Manager of Sparsholt College.
Governing law	1.14		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, the College or the University under the terms of this Agreement will be heard by the courts in England.
The Student Accommodation Code	1.15		The University has signed up to The Student Accommodation Code of Practice for the Management of Student Housing, which can be viewed by visiting; http:// www.thesac.org.uk/ Any queries or concerns regarding the Code should be made to the Housing Manager on campus, the Student Housing Services Manager or the Head of Housing & Security.
Service of Notices	1.16		Any Notice that the College or 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:
		1.16.1	the Accommodation; and/ or
		1.16.2	the Students College email account; and/ or
		1.16.3	the address the Student has provided to the College in the application process, or such other address that they have notified to the College.
Guarantees of Accommodation	1.17		Any guarantee given by the College to allocate Accommodation to the Student shall cease to have effect if this Agreement is terminated for any reason in accordance with its terms.
Building Works and Essential Maintenance	1.18		The University of Winchester constantly invests in its estate to provide new facilities and inspect and upgrade existing ones in line with The University's legal requirements under Acts such as The Building Safety Act 2022 and Fire Safety Regulations 2022. Work is carefully programmed so as to avoid disruption to students, particularly during exams and the period leading up to them. However, from time to time, there will be some unavoidable disturbance or inconvenience to students. The University will take all reasonable steps to keep this to a minimum, and does not give any rent rebates or compensation in such circumstances. Students who consider that disruption is excessive should follow the University's Complaints Procedure which can be found here: https:/ / www.winchester.ac.uk/ about- us/ leadership-and-governance/ policies-and-procedures/ If you are concerned about any building works which may be scheduled to take place near your accommodation, please contact Student Housing Services for information. For further information about how we communicate with Residents about building works, please read the Resident Engagement Strategy.

Complaints	1.19		Any complaints regarding the Accommodation will be covered by the College 'Complaints and Feedback' policy which is available to view on the College website at: https://www.sparsholt.ac.uk/policies-reports/
Loss or Damage	1.20		Subject to the provisions of the Occupiers Liability Act 1984 and the Defective Premises Act 1972 the College and the University shall not in any circumstances incur any liability in respect of loss or damage to any person or property or otherwise, unless the loss or damage is caused by our negligence.
		1.20.1	The College and 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 for as short a period as reasonably practicable (save in case of emergency).
Medical	1.21		To provide for your safety and wellbeing, in sign this agreement you are also sign to give your agreement for Sparsholt to share any medical or mental health diagnosis or disclosures with your landlords University of Winchester.

2.0 STUDENT RESPONSIBILITIES – The Student Agrees to:

College and University Rules & Regulations	2.1		The Student will comply in all respects with the following;
		2.1.1	the terms and conditions in this Agreement; and
		2.1.2	the Sparsholt 'Student Code of Conduct', the Sparsholt 'Managing Learner/ Student Conduct', and the Sparsholt 'HE Academic Performance' policies which are available for review on the College website: https://www.sparsholt.ac.uk/policies-reports/
		2.1.3	any proper and reasonable requests from College and 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 suspension of this Agreement. In the event of any discrepancy or contradiction between these Regulations and the above mentioned policies, the policies shall prevail and take precedence.

Accommodation Fee & Methods of Payment	2.2		The Accommodation Fee is determined annually and is described in the online registration form and offer confirmation. For 2024/ 2025 the fee is £5561. There are two methods of payment:
		2.2.1	Pay in full on or before moving into the accommodation.
		2.2.2	Termly or monthly instalments by debit/ credit card by setting up a payment plan on the online store.
Student loan delayed	2.3		Students whose first instalment of their student loan is delayed must notify the Finance department at Sparsholt College to make suitable arrangements if this affects their ability to pay their Accommodation Fee.
Late Payment	2.4		The non-payment of fees procedure will apply as set out in Schedule 1 (please also see clause 8). **PLEASE NOTE:** Students in particularly difficult financial circumstances should contact the Finance Department before the date on which their Accommodation Fee is 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. You can also contact Student Services who may be able to assist you further; wellbeing sparsholt@sparsholt.ac.uk
Outstanding debts	2.5		IMPORTANT – PLEASE READ Late or non-payment of the Accommodation Fee may result in the College taking action to terminate the Agreement as per clause 8.1 of the Agreement (Termination for serious Breach, Failure to Pay Accommodation Fee). Late or non-payment of the Accommodation Fee may also affect any future application to reside in College Accommodation. If you are experiencing difficulty in making payment, please contact the Finance department as soon as possible so they can work through your difficulties with you. You can also contact Student Services who may be able to assist you further; wellbeing sparsholt@sparsholt.ac.uk
Liability for Accommodation Fee for entire Period of	2.6		The Agreement is for the duration of the Period of Letting. Accordingly, the Accommodation Fee is payable by the Student for the whole of the Period of Letting and no refund or reduction of them will be made upon termination of the Agreement for any reason, before the end of the Period of Letting, except as indicated at clauses 2.6.1 below:

Letting and Exceptions			
		2.6.1	Where a suitable replacement can be found for the Accommodation, the refund in these circumstances will be equal to the amount for which the replacement student becomes liable to pay.
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, and Students are not permitted to sublet the Accommodation.
VAT/ Council Tax	2.8		VAT & Council Tax are applicable as per 2.8.1 below:
		2.8.1	At the date of this Agreement the Accommodation fee for Students is exempt from Council tax but the College and University reserves the right to charge for this if it becomes payable during the Period of Letting, for instance, if there is a change in the law.
Moving in & Inventory	2.9		An inventory of condition and contents will be supplied to the Student on arrival to the Accommodation. The Student should check the inventory and mark any discrepancies. The checked inventory must be taken to the University 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 will not be deemed to be reported. Maintenance issues must be reported separately through the procedure detailed in clause 2.10. This is an important part of the Halls Agreement as it helps to ensure charges for damage (carpet stains for e.g.) not caused by the Student aren't charged to the Student after vacation of the Accommodation
Reporting damage / maintenance issues / emergencies	2.10		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; • Emailing servicedesk@winchester.ac.uk • Emailing housing@winchester.ac.uk • In an emergency – call Security on 01962 827666

			If the Student incorrectly place a job they will receive a reply via this system to advise them.
		2.10.1	Any emergency issues or critical failures (i.e. flood, electrical fault, water loss) that arise either during or out of normal working hours (Monday – Thursday, 8am to 5pm and Friday 8am to 4pm) must be reported by the Student to the Site Stewards, who hold the relevant out of hours maintenance contact details.
		2.10.2	The Student will reimburse the College or University for any damage or loss caused as a result of any delay in reporting any Maintenance issues such as disrepair, damage, defect or infestation.
			PLEASE NOTE: The College and University will not be held liable for damage to personal belongings that occur 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 2.50 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.
Damage	2.11		The Student will reimburse the College or University on demand the reasonable costs incurred by the College or University in repairing or replacing any damage, breakages or loss to the Accommodation, building or contents where caused by the Student or his or her invited or uninvited visitors. This includes damage, breakages or loss to any Accommodation, either on or off campus.
		2.11.1	The Student will reimburse the College or University on demand the reasonable costs incurred by the College or University in disposal or recycling of any item damaged or broken by the Student.
			PLEASE NOTE: Any loss or damage will be invoiced to the Student. The non-payment of charges procedure will apply as set out in Schedule 1 (please also see clause 8) in the case of non-payment.
Illegal Activity	2.12		The Student will not conduct any activity considered to be illegal within or surrounding any 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. **PLEASE NOTE:** The University will liaise with the Police as appropriate under this clause.
Drugs	2.13		The Student will not bring in or use or cause to be associated with or allow to be brought into the Accommodation any illegal drugs or other substances. The Student will be subject to the Misuse of Drugs Act 1971, Drugs Act 2005, the Student Disciplinary Regulations and any other relevant or subsequent legislation under this clause

			PLEASE NOTE: Please be advised that the University will liaise with the Police as appropriate under this clause.
		2.13.1	The Student will not bring in, allow to be brought in, use or cause to be associated with any 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, the Student Disciplinary Regulations and any other relevant or subsequent legislation under this clause The student may also be subject the relevant and appropriate Acts in law (Drugs Act 2005 for example) and the Managing Learner/ Student Conduct Policy which can be viewed here; https:/ / www.sparsholt.ac.uk/ policies-reports/
		2.13.2	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.
		2.13.3	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.
		2.13.4	Psychoactive substances (legal highs) or paraphernalia are strongly discouraged within the Accommodation, and if found to be considered illegal at the time of discovery will be dealt with as per clause 2.13.
		2.13.5	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 (legal highs), or be found in possession with the intent to supply, import or export a Psychoactive substances within University Managed Accommodation, any University building and on University grounds. The Student will subject to the Psychoactive substances Act 2016 under this clause.
			PLEASE NOTE: If any authorised staff has reasonable suspicion 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, if the Student doesn't 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.
Firearms, weapons etc.	2.14		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 used in re-enactment of weaponry which may be airsoft guns of any types or manufactured paintballing guns.

			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.
Flammable items (candles etc.)	2.15		The Student will not light within the Accommodation any candles, joss sticks, oil burners, fireworks 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	2.16		Not bring in, allow to be brought in, use or cause to be associated with any 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.
			PLEASE NOTE: The College and University reserves the right to remove any such items as described in clauses 2.13 to 2.16 above if found in the Accommodation. Items may be stored by College or University staff until the end of the Period of Letting or handed over to the Police in the case of illegal items including drugs.
Pets	2.17		The Student will not keep, nor give access to, animals of any kind in the Accommodation or elsewhere in the building in which the Accommodation is situated, or in any 'garden' area 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 but not limited to the type of animal, its health and any potential risk it may pose to other residents 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. 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. **PLEASE NOTE:** If the Student had a proven need to have a registered guide dog with them for e.g. this would be managed under our HE Admissions policy, the Student must declare this in advance of accepting an Accommodation offer and must comply with the College and University's processes.
Smoke free environment	2.18		The Student will not smoke any substance or e-cigarette in any part of the Accommodation, on balconies or immediately adjacent to the Accommodation.
		2.18.1	E-cigarettes pose a serious fire hazard and are subject to the following restrictions if brought into the Accommodation: • 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.

	2.18.2	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 University building and does not inconvenience other people. • Smoking on balconies forming part of the Accommodation is specifically prohibited. • The University reserves the right to restrict smoking to specific areas adjacent to the residences as necessary.
		PLEASE NOTE: University staff 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.

Safety and Security

In the interests of maintaining the safety and security of the Student, other residents of the Accommodation, staff , the Accommodation itself or its neighbours, the Student will:

Security	2.19	Ensure that entrance doors to the Accommodation and the building within which the Accommodation is situated are kept properly secured.
	2.19.1	comply immediately with the requests and directions of University staff where these relate to Security.
	2.19.2	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.
	2.19.3	adhere to the Terms and Conditions of the student campus card and key supplied to the Student, with particular reference to not granting possession of these to any other person.
	2.19.4	report to the duty Site Steward anything, person or behaviour they are suspicious of.
		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.

Health & Safety	2.20		The Student will comply with the University's Health and Safety Policy, copies of which may be obtained from the University home webpage; https:/ / www.winchester.ac.uk/ about-us/ leadership-and-governance/ policies-and-procedures/ Sparsholt's Health and Safety policy may be viewed on the College website; https:/ / www.sparsholt.ac.uk/ policies-reports/ In addition, the Student will:
		2.20.1	comply immediately with the requests and directions of University staff where these relate to Health and Safety.
		2.20.2	not obstruct exits, stairways, corridors and other passage ways (including bedroom, kitchen, bathroom and flat doors) and ensure that all electrical equipment cables are kept tidy and safely away so not to hinder access / egress to themselves, other residents or staff.
		2.20.3	not keep bicycles inside the Accommodation. **PLEASE NOTE:** no bicycle, so ever regarded as valuable, may be kept anywhere within the Accommodation. Limited cycle storage facilities are available at the Student's own risk.
		2.20.4	not tamper with or purposefully break window restrictors in place on windows within the Accommodation, and will promptly report any breakages to these as per Clause 2.10.
			PLEASE NOTE: The College and University, in compliance with the Health and Safety at Work Act 1974, operates a Health and Safety Policy, and ensures, as far as is practicable, that its buildings, plant and safety arrangements comply with statutory requirements.
Social Distancing		2.20.5	The Student must adhere to Social Distancing guidance as regulated by the UK Government and supported by Sparsholt College and the University of Winchester. **PLEASE NOTE:** Where variations occur across different regions in the UK, the rules and regulations for the region in which Sparsholt College and the University of Winchester is located will be adopted.
Electrical Appliances	2.21		Not make any alteration to or damage any College or University owned electrical equipment.
		2.21.1	not change any light bulb or lamp shade in the Accommodation. If there is a fault with the lighting system supplied by the University the Student must report this as per clause 2.10.

		2.21.2	not use any form of radiant fire, 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 2.10.
		2.21.3	not bring into and use personal fridges or freezers in the Accommodation 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.
		2.21.4	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 in which the Accommodation is situated. This includes (but is not limited to); kettles, toasters, rice cookers or grills. Such items may be stored in the Accommodation but not used in a study bedroom (i.e. not be found to be plugged in).
		2.21.5	reasonably 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 College and University reserves the right to remove any items found in the Accommodation it reasonably deems to be in breach of this, such breaches would be dealt with a per clauses; 6, 7, 8 of these Regulations.
Appliance safety / PAT testing	2.22		Ensure that any electrical equipment they bring into the Accommodation at any time during the Period of Letting is safe to use. 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 The University, in accordance with the Electricity at Work Regulations 1990 and the Electrical Equipment (Safety) Regulations 1994 must ensure all electrical equipment used on its premises (including residential buildings owned or managed by the University) is PAT tested for safety. Therefore the University will PAT test all equipment brought into the Accommodation by students. Should a restricted electrical item, such as those

			referred to in clause 2.21, be PAT tested and pass, The University still reserves the right to remove it as per clause 6.3. 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. For items bought into the Accommodation after the testing period, it will be the Students responsibility to request for the items to be tested.
Removal of dangerous items	2.23		The College and 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 the University Health and Safety Manager. Any such items will be stored by the College or 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 College or University. **PLEASE NOTE:** During authorised room or communal area access by authorised staff if any electrical item is seen not to be PAT tested the item will be removed for testing and returned within 48 hours if fit for purpose. Students 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 Students responsibility to claim any items held in storage at the end of the Period of Letting, any items not collected within 7 days of vacation of the Accommodation may be disposed of. The Student will reimburse the College or University for any reasonable costs incurred in disposal.
Fire Safety / rules	2.24		Adhere strictly to the fire rules for the building in which the Accommodation is situated; copies of which are posted in each flat/ house/ hall, information on which is in the HE Student Residential Handbook and any ad hoc correspondence on this matter. **In addition to this the Student will:**
		2.24.1	Comply immediately with the requests and directions of College and University staff where these relate to Fire safety.
		2.24.2	Respond positively to all Fire alarms by vacating the Accommodation promptly on all occasions including Fire drills.
Fire safety equipment	2.25		Not interfere in any way with any firefighting equipment such as fire extinguishers, alarms, fire doors (including not propping open fire doors such as bedroom or kitchen doors), or any other safety equipment and information notices (eg. Fire Exit direction signs) installed in the Accommodation (this includes 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 Sparsholt Managing Learner/ Student Conduct policy. Substantial charges may be incurred for damage to these items – cost for repair or replacement will be charged individually or to all residents of the relevant house, depending on who is responsible.

Respect for others and the Living Environment

In the interests of maintaining a positive, safe and secure living environment as well as the well-being of other residents of the Accommodation, staff, the Accommodation itself or its neighbours, the Student will:

Noise	2.26	Refrain from excessive noise at any time and in particular between the hours of 2300 and 0800.
Ball games & other outdoor activities	2.27	Refrain from playing ball games and other noisy outdoor activities inside the Accommodation. **PLEASE NOTE:** There are outside areas that can be used for this purpose and the Student will always be mindful of their proximity to buildings, be it other Accommodation, offices or teaching buildings, and ensure they do not cause a disturbance to those using these buildings or damage to the buildings. If the Student causes damage to any Accommodation building clause 2.11 will apply.
	2.27.1	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	2.28	The Student shall not hold, permit, or participate in any party in the Accommodation, or in the building containing the Accommodation, or the grounds at any time.
	2.28.1	Small individual barbeques or outdoor informal gatherings may be permitted. Permission must be sought from the Site Steward on duty who must be informed of the house and timings involved. The Student campus card of the Student holding the barbeque or gathering will be surrendered to the Site Steward for the duration of the gathering and that Student will be held responsible for the gathering and its conduct. Disposable barbeques must not be put on University furniture at any time. Barbeques or gatherings will only be permitted on specific areas of the campus.
Anti-Social Behaviour	2.29	Refrain from any behaviour which may endanger the safety of or be construed or perceived as: harassment, bullying, nuisance, annoyance, anti-social behaviour or discriminatory behaviour to any other residents of the Accommodation, College or University staff or its' agencies 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.
		2.29.1	Ensure absolutely that all advice and guidance provided by the College and the University in the Agreement, any 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, will be 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 College and University community at significant risk and will always be considered as a breach of these regulations.
		2.92.2	Adhere to Social Distancing Guidelines as regulated by the Westminster Government and supported by the College and the University of Winchester. **PLEASE NOTE**: Where variations occur across different regions of the UK, the rules and regulations for the region in which the College and the University of Winchester is located will be adopted.
		2.29.3	Will not put up posters or other pictorial representations (including videos) which depict explicitly matters of a violent or sexual nature may cause offence to other residents, members of the College or 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.
		2.29.4	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.
		2.29.5	Will not urinate or defecate in any area other than a lavatory. This includes but is not limited to urinating/ defecating in public spaces on or neighbouring University buildings and in equipment provided in the accommodation, belonging to other Residents of the Accommodation or owned/ utilised by authorised staff.
			PLEASE NOTE: In addition to any action taken by the Police and under the Sparsholt Managing Student/ Learner Conduct policy, action may be taken under the terms of this clause.
Visitors / Overnight visitors	2.30		Be held responsible at all times for the conduct of any visitors they bring onto campus or into the Accommodation. This includes reimbursing the College or University for any reasonable costs for damage or loss or other costs incurred by the College or University as a result of visitor behaviour, the Student would be invoiced for any damages arising.
		2.30.1	The College or University reserves the right to prohibit visitors to any part of its premises (including the Accommodation) at any time. **See clause 2.30.6 below**

		2.30.2	The Student will not leave any visitor alone in the Accommodation or give them keys or campus card access to the Accommodation, if a visitor is found to be alone they may be asked to vacate the Accommodation and any keys or campus card confiscated by College or University staff
		2.30.3	The Student may occasionally accommodate an overnight visitor (which includes other College or University student's resident in Halls) in the Accommodation at weekends only. (Friday, Saturday and Sunday nights) The visitor will be signed in by the Student with the Site Stewards which can be done via phone.
		2.30.4	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 2.30.3.
		2.30.5	Overnight visitors under the age of 18 are not permitted at any time.
		2.30.6	To allow students to acclimatise and settle into their accommodation and to form their 'households', we are not able to permit residents to invite visitors or guests into their Accommodation (both during the daytime and overnight, all weekdays/ nights and weekends) for the first 4 weeks of the Period of Letting. The University will review this in line with up to date Covid-19 guidance. We will operate a traffic light system in our communications on this so at present it is key for you to know that we are at RED – NO GUESTS PERMITTED at the present time. We will send an update to everyone in residences to let you know if we are able to permit any visitors or guests and how the process will work.
			PLEASE NOTE: Visitors are restricted as outlined within this clause in order to maintain a positive living environment for 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 that do not live in the Accommodation.
Visitors in Single Sex accommodation	2.31		In order to preserve the comfort of all Students residing within accommodation which has been designated 'single sex';
		2.31.1	The Student will not be permitted to have visitors of the opposite sex in the accommodation between 10pm-10am on any day.
		2.31.2	The Student will not be permitted to transfer their licence agreement to a student of the opposite sex.
			PLEASE NOTE: As per Clause 2.50, Authorised Staff (male and female) will access the accommodation in order to undertake their job role.
Condition of the Accommodatio	2.32		Not cause damage to or loss of any College or University property in the Accommodation. The Student will be responsible for any loss of or damage to any College or University property in the Accommodation either on or off campus for the duration of the Agreement (whether caused wilfully or through negligence). The Student shall (unless the Student, College or University is shown to be solely responsible for any loss or damage) be

n and Loss/ Damage			jointly responsible for loss of or damage to College or University property in areas of the Accommodation used in common with other residents for the duration of the Agreement. Any costs for loss or damage will be invoiced to the Student. The non-payment of charges procedure will apply as set out in Schedule 1 (please also see clause 8) in the case of non-payment.
Communal Cleanliness	2.33		Keep the Accommodation, and all furniture, furnishings, fixtures, fittings, decorations and shared facilities clean, tidy and in good condition. **In particular, the Student will:**
		2.33.1	ensure that kitchens and other communal spaces are kept clean and tidy and work with other residents to achieve this.
		2.33.2	ensure that kitchen equipment, including cooking utensils, crockery and cutlery, is washed and stored immediately after use. Spillages in fridges and on cookers cleaned. Fridges and freezers defrosted regularly.
		2.33.3	make efforts to recycle as much waste as is reasonably practicable. Recycling will be removed from kitchens by the cleaners on a daily basis and charges may be applied for persistent contamination of recycling bins (see Schedule 2).
		2.33.4	be responsible for the removal of personal and kitchen waste rubbish to exterior bins on a daily basis for the duration of the Agreement. Rubbish must be removed to the external bins situated in compounds around the West Downs Student Village, Queens Road Student Village and Burma Road Student Village or outside main entrances in any other halls at the University.
			PLEASE NOTE: Domestic staff (where cleaning is provided) will clean communal surface and floor areas or carpets only. Residential Supervisors may issue warnings for poor cleanliness and report these to the Housing Services team, who may issue written warnings to all residents in the case of shared facilities (please see Schedule 2).
Accommodation Inspections and Cleanliness	2.34		The Accommodation will be inspected throughout the year on dates indicated on Housing Wall Planners in all kitchens. Students whose Accommodation fails to meet the required standard at these times will be issued a written warning. Should the Student fail the following inspection, charges for extra cleaning may be levied to cover the cost of external cleaners brought in to return the room to a satisfactory condition. **PLEASE NOTE:** Maintenance issues or other breaches of the Agreement will be reported if found during these room inspections, for example any breaches of Fire safety or Health and Safety on which Housing will take the appropriate action. Maintenance will attend to resolve any Maintenance reports made by staff from these inspections without prior notice to the resident.

Cleanliness breaches	2.35	If at any time the Accommodation is found, in the reasonable opinion of the College or University, to be in such an unclean condition as to cause a breach of the Agreement, the College or University may provide a warning to the Student(s) and/ or having given Notice to the Student(s), 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 share by the Student and the other residents having use of those shared facilities.
Alterations	2.36	Not make any alteration or addition to the Accommodation or any other parts of the building in which the Accommodation is located, nor the grounds, nor cause any damage therein.
Changing of decor	2.37	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	2.38	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 (on campus). **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 occupiers of the Accommodation or legitimate visitors to the Accommodation and its shared facilities.
Blu / white tack / tape	2.39	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 shall use only notice boards provided. **PLEASE NOTE:** Breach of this clause resulting in damage to the paintwork will make the Student liable for the redecoration cost and a reasonable administrative charge (see Schedule 2).
Overflow	2.40	Not allow baths, basins, sinks or storage systems to overflow.
Blockage	2.41	Keep all gulley's, waste pipes and drains free from blockages including not putting anything harmful or that is likely to cause a blockage down these. This includes keeping shower drains clean of material build-up such as hair.
Telephones	2.42	The telephone system in the Accommodation is for the convenience, safety and security of residents, and is for internal, incoming and (except for payphones) non-chargeable outgoing calls only. Use or abuse of the system which results in costs to the College or University will incur an administrative charge and any charges will be met by the Student. **PLEASE NOTE**: The Student shall not enter into any agreement with another provider during the period of the Agreement and should explain to any unsolicited door step callers that the University is responsible for the

			telephone system and all arrangements relating to and any further contact should be made with Student Housing Services in the first instance.
Removal of University Property	**2.43**		Not remove from the Accommodation any furnishings, fixtures or other property belonging to the University.
Bringing items into Accommodation	**2.44**		Not bring any furniture or furnishings (including curtains and lampshades) into the Accommodation. Any rearrangement of the furniture or furnishings must comply with safety standards. At the end of each term, the Student must return the furniture and furnishings in the Accommodation to the same position they were in at the commencement of the Agreement.

Use of the Accommodation

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

Subletting	**2.45**		The Student is not permitted to sub-let the Accommodation at any time.
Cohabitation	**2.46**		The Student is not permitted to allow anyone to cohabit with them in the Accommodation.
Business Use	**2.47**		The Student must not carry out any profession, trade or business from the Accommodation or shared facilities.
Changing Accommodation	**2.48**		In exceptional circumstances, and at the discretion and with the agreement of the Residential Support Manager at the College, the Student may, at the Student's request, change Accommodation to other Accommodation provided by the College during the Period of Letting. **PLEASE NOTE:** Any change of Accommodation without the appropriate permission may be considered a breach of this Clause, as well as those that govern Safety within the Accommodation, such as clauses 2.19, 2.20 and 2.24. No changes of Accommodation will be authorised within the first four weeks of the commencement of the Period of Letting.
Post	**2.49**		The Student will not send / direct any post / mail to the Accommodation until after they have checked in, any post that arrives before the Period of Letting may be returned to sender where possible.
		2.49.1	The Student will not allow the Accommodation address to be used by anyone other than the Student granted permission to reside, any such post / mail received by The University may be returned to sender where possible.

Other responsibilities:

Access to the Accommodation by Authorised staff	**2.50**	The College and 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;
	2.50.1	Undertaking cleaning and inspections of the Accommodation (usually by Cleaners and their Supervisors).
	2.50.2	Undertaking routine visits as per their job role (Housing Staff, Residential Assistants, Wardens, Security), which may include the investigation of potential breaches of these Regulations.
	2.50.3	Undertaking routine and emergency inspections and repairs (Maintenance 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 be aware that if they request 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.
	2.50.4	Undertaking checks on the welfare of students (Housing Staff, Residential Assistants, Wardens, Security, Student Services).
	2.50.5	Undertaking visits to accommodation in line with the University's Student Recruitment activity (Recruitment and Marketing staff).
	2.50.6	Notice will be given where the visit is required to the Student's study bedroom, where the requirement is outside the provisions of clauses 2.50.1, 2.50.2, 2.50.3, 2.50.4.
		PLEASE NOTE: The Student should ensure the Accommodation is safe for access at all times in accordance with clause 2.20. 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 Social Distancing guidelines and any breaches of this must be reported to the University.
Access to Accommodation by Emergency Services	2.51	The Emergency Services (Police, Fire and Ambulance) have a 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.
Parking	2.52	The Student will comply with the University Parking Regulations (available on the 'Travel and Transport' section of the University Intranet 'Information bank'). There are a very limited number of parking permits available to Sparsholt College students living in the Accommodation. These permits have strict restrictions on when parking is available. Full details can be found in the Residents Handbook. If you require a permit please apply via the University of Winchester Parking Office. You can email them at; Parking.Information@winchester.ac.uk. **PLEASE NOTE:** Occasional parking for visitors of Students can be arranged by registering details with the Site Stewards. Cars not registered, or parked in non-approved areas will be issued with a civil penalty notice. Please see the University Parking Regulations (available on the 'Travel and Transport' section of the University Intranet 'Information bank') for more details: https://intranet.winchester.ac.uk/information-bank/car-parking-and-travel/SitePages/Home.aspx
Personal property	2.53	Except in cases of proven negligence, neither the College or 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 College or University premises. **PLEASE NOTE**: Students are strongly recommended to obtain adequate insurance for their personal property, including but not limited to bicycles.
Insurance	2.54	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	2.55	The Period of Letting will be confirmed at a later date when term dates are finalised. For the 2023/24 academic year, the Period of Letting ended on Saturday 29th June 2024. The Student will comply with the checking out procedure. Departure information is sent to the Student via email or poster in the Accommodation and includes leaving the Accommodation in the same state of cleanliness it was found on arrival, removing all

		rubbish and waste from the Accommodation, returning furniture and fittings to their original positions and locking the study bedroom door and House / Flat / Hall front door on vacation. Keys (including kitchen cupboard and post box keys for Burma Road) must be signed in at the University Main Reception, Student Housing Services or with the University Site Steward offices.
Early vacation / surrender of Accommodation	2.56	If the Student chooses to check out before the end of the Period of Letting, they will at the point of departure surrender their right to re-enter the Accommodation. 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. **PLEASE NOTE**: No refund of the Accommodation Fee will be made if the Student chooses to check out of the Accommodation early.
		PLEASE NOTE: Failure to comply with check out procedures may entitle the College to levy an administrative charge, without prejudice to any right or action accrued to the College in respect to damage to or loss of College or University property for which the Student is responsible during the Period of Letting. Failure to surrender keys when requested to do so or on vacation of the Accommodation or due to loss will result in a charge as detailed in Schedule 2 of these Regulations.
Unclaimed property	2.57	The College and University reserves the right to dispose of any personal property left at the Accommodation after the Student has checked out. The College and University will not accept any liability for damage or loss of property arising from the disposal of such property, and the Student will reimburse the College or University on demand, the reasonable costs incurred by the College or University in disposing of or recycling any unclaimed personal property. The College and 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 College and University will make reasonable attempts to contact the Student and it remains the responsibility of the Student to arrange collection of items with the College and University.
Post	2.58	The Student will make arrangements to have post / mail forwarded / stopped when they move out of the Accommodation. Any post that arrives after the end of the Period of Letting will be returned to sender where possible.

3.0 COLLEGE'S & UNIVERSITY'S RESPONSIBILITIES

The College and 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:

Services & facilities	3.1		Adequate furniture and fittings.
	3.2		Adequate lighting, hot and cold water and heating without further charge to the Student. **PLEASE NOTE**: Heating is provided with regard to prevailing weather conditions. This may mean, that the heating is turned off at certain times of year. Hot water is provided on a shared / tank usage system in most of the Accommodation and so they may be occasions where this runs out and needs a period of one hour to refill and reheat.
	3.3		Reasonable toilet facilities.
	3.4		Cleaned Accommodation on occupation.
	3.5		Cleaned kitchens and shared facilities in accordance with current service cycles.
	3.6		Self-catering facilities for Burma Road Student Village.
	3.7		Fire-fighting equipment in the Accommodation.
Maintenance	3.8		Employment of staff and other contractors for the day to day running of the Accommodation.
		3.8.1	Normal working hours for the Maintenance Service are 8am to 5pm (Monday – Thursday) and 8am to 4pm (Friday).
		3.8.2	Emergency cover is provided outside of these hours to attend to critical failures only. Any such issues must be reported to the Site Stewards, who hold the relevant contact details.
		3.8.3	Requests for routine breakdowns arising out of hours will be reviewed on 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, blocked toilet in en-suite Accommodation.

			Priority SA2 Urgent but not an emergency: Attend and investigate within 24 hours and is everything not covered in SA1, including repair of lifts within accommodation, with the exception of. Priority SA3 Routine or pre planned: 10 days and anything which requires minimum of 7 days notice (10 days covers for notice to be given to the Student where required).
Cleaning	**3.9**		Domestic staff will clean shared facilities (e.g. kitchens, hallways) on a regular basis, save for occasions of unavoidable staff absence at short notice. On such occasions, every effort will be made to arrange cover. **PLEASE NOTE:** Domestic staff (where cleaning is provided) will clean surface areas and not kitchen equipment and utensils. Residential Supervisors may issue warnings for poor cleanliness within the Accommodation and report these to the Housing Services team, who may issue written warnings (please see clause 2.33, 2.34 and Schedule 2).
Cleaning of study bedrooms for disabled students		**3.9.1**	A bedroom cleaning service may be provided to disabled Students who are physically unable to clean their room themselves. The Student must approach Student Housing Services if wanted.
Refuse	**3.10**		Refuse bins in all kitchens. The University shall arrange disposal of refuse from the external bin areas only. **PLEASE NOTE:** The Student is responsible for removing refuse to the external bin areas daily.
Recycling	**3.11**		Recycling bins in each kitchen. These are emptied by cleaning staff.
The College and University shall:			
Fit for purpose	**3.12**		Ensure that the Accommodation is safe and fit for purpose. **PLEASE NOTE:** The Student is responsible for reporting anything that could affect this clause by either following the maintenance reporting process outlined in clause 2.10 or contacting Student Housing Services.
Charges	**3.13**		Advise the charges for Accommodation at or before the beginning of each academic year.
Information	**3.14**		Provide information on post, maintenance, security and other arrangements in the 'HE Residential Handbook ' distributed to all residents during the room offer process.
Smoke free environment	**3.15**		In accordance with the Smoke-free (Premises and Enforcement) Regulations 2006, the University of Winchester will ensure that all premises are smoke free and all employees enjoy the right to work in a smoke

		free environment. **Smoking and the use of e-cigarettes** is prohibited in all enclosed and substantially enclosed premises in the campus. This applies to all staff, Students, contractors, customers and visitors. **PLEASE NOTE**: See clause 2.18 for Student responsibilities inside and outside of the Accommodation.
Privacy	**3.16**	Not interfere unreasonably with the Student's privacy.
Information sharing	**3.17**	Reserve the right to share information about the Student, in relation to this Agreement as appropriate with University and some external professionals. Those people and groups the College and University might need to share information with may include but are not limited to: Authorised Staff such as Site Stewards, other College and University staff, Emergency Services and external partners. The College and University will only ever disclose information about the Student on a strictly 'need to know' basis. However if at any time the College or University becomes seriously concerned that an exceptional circumstance prevails in which the Student (or others) are at risk from harm, they may make contact with relevant people/ services whether or not the Student has given permission.

4.0 CATERING

	4.1	The Accommodation provided is Self-Catering. Please see the 'HE Residential Student Handbook' for details regarding catering at the University. **PLEASE NOTE:** Catering cards are not transferable (i.e. they may only be used by the card holder) and are non-refundable.

5.0 RELOCATION

Relocation for management reasons	**5.1**		The College and University reserves the right to move the Student to any other College or University Accommodation at any time, which right is to be exercised in the College or University's absolute discretion. The following are reasons why the College or University may move the Student to other College or University Accommodation:
		5.1.1	If there are material personality conflicts between the Student and other residents of the Accommodation. **PLEASE NOTE:** Where an investigation is on-going, the Student may be offered the chance to move temporarily.
		5.1.2	To accommodate the special requirements or extenuating circumstances of certain individual students.

		5.1.3	By reason of the College or University's requirement that the Student complies with the Sparsholt Managing Learner/ Student Conduct Policy at all times while a student at the College.
		5.1.4	If the Student's current Accommodation is no longer habitable.
		5.1.5	For other practical reasons.
Temporary relocation	5.2		The College or 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.

6.0 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 the Sparsholt Managing Learner/ Student Conduct policy, which could result in both the termination of the Student's right to reside the Accommodation and the Student's exclusion from the College in respect of their student status.

Procedure for minor breaches	6.1		Minor breaches of these Regulations will be dealt with by various members of staff on the following basis;
		6.1.1	Residential Assistants will refer matters to the Site Stewards, Housing Managers or their nominees.
		6.1.2	Site Steward and Residential Supervisors will deal with situations as they arise and will issue warnings and refer matters to the Housing Managers or their nominees in the first instance.
		6.1.3	Housing Advisors, Wardens, Housing Manager (on Campus), Student Housing Services Manager, Head of Housing & Security and the Director of Estates and Facilities Services can issue verbal and written warnings (see clause 6.5 and Schedule 3). All warnings for breaches will be passed onto the Residential Support Manager at the College who will be involved as required and may instigate the Sparsholt Managing Learner/ Student Conduct policy.

Procedure for serious or repeated minor breaches	6.2	For more serious breaches or repeated minor breaches a referral will be made to the Residential Support Manager at the College and will be dealt with in accordance with the Sparsholt Managing Learner/ Student Conduct policy.
Removal of (non-dangerous) Personal Property	6.3	The College and 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 clauses: 2.13 to 2.16 and 2.20 to 2.22. The Student may receive warnings and charges and be given the opportunity to remove the item from the Accommodation. Items may be stored, for which charges may apply, by College or University staff until either the end of the Period of Letting or after early surrender of the Accommodation. It will be the Student's responsibility to reclaim stored items; clause 2.57 will apply if items are unclaimed. Persistent breaches will be dealt with as per sections; 6, 7, 8 of these Regulations.
Costs incurred by the College or University	6.4	The Student will be responsible for any costs (including legal costs) incurred by the College or University as a result of any breach by the Student of any of the terms and conditions of the Agreement.
Calculation of charges	6.5	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.
Right of Appeal	6.6	The Student will have the right to appeal any action taken or charges applied under the terms of these Regulations. Any appeal should be made in writing within 10 working days and 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 (on Campus) or the Sparsholt Residential Support Manager 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 or the College HE Complaints and Feedback policy, details of which can be found under the Public Documents page on the Freedom of Information page at the main University home webpage or he Sparsholt College website and clause 1.20 refers.
Record of breaches	6.7	The College and University may record any breaches of these Regulations which may affect any future application to reside in College or University Accommodation.

7.0 TEMPORARY INTERRUPTION OF RIGHT TO RESIDE

	7.1	The College and University reserves the right to temporarily INTERRUPT The Student's right to reside the Accommodation with immediate effect for the following reasons;
	7.1.1	If the College or University has reasonable grounds to suspect the Student poses a serious threat to other residents of the Accommodation or the staff involved in its management.
	7.1.2	If the College or University has reasonable grounds to suspect the Student is involved in illegal activity.
		PLEASE NOTE: The Police may be involved under this clause dependant on the nature of the activity involved.
	7.1.3	Notice of such a decision will be given in writing by the Sparsholt Residential Support Manager, 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 suspension.

8.0 TERMINATION FOR SERIOUS BREACH

The College may terminate the Agreement for the reasons set out below:

Failure to pay fees	8.1	If the Student fails to pay the Accommodation Fee, the procedure for late payment will apply as detailed in clause 2.4, Schedule 1 before any further action is taken under clause 8. Once such procedure is undertaken the Agreement will be terminated subject to 28 days' notice. **PLEASE NOTE:** If the Agreement is terminated for non-payment of the Accommodation Fee, 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 College or University has reasonable grounds to suspect the Student poses a serious threat to other residents of the Accommodation or the staff involved in its management. The College or 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 7 will apply. The Police may be involved under this clause dependant on the nature of threat involved.
Repeated minor breaches of	8.3	If there are repeated minor breaches of this Agreement and further breaches have occurs, the College or University will provide details of the breaches and the evidence collected to the Student. The Agreement will be terminated subject to 28 days' notice.

these Regulations		
Right of Appeal	8.4	The Student will have the right to appeal against a decision to terminate the Agreement made by the College or University. Any appeal should be made in writing within 10 working days and sent in the first instance to the Deputy Principal of Sparsholt College.

9.0 TERMINATION BY THE STUDENT

This Agreement may be terminated by the Student as follows:

	9.1	By giving 28 days' notice in writing at any time, but subject always to the provisions of clause 2.6. **PLEASE NOTE:** No refund will normally be made of the Accommodation Fee, except where a suitable replacement can be found to reside in the Accommodation.

10.0 OTHER REASONS FOR TERMINATION

Ceasing to be a full time student	10.1	This Agreement will automatically terminate upon the Student ceasing to be a full time Student at the College and your move out day will be agreed with the Residential Support Manager of Sparsholt College.
		PLEASE NOTE: See clause 2.6 regarding liability for the charges.
Supply of false information	10.2	If it is found that the Student has provided false information to the College on their registration form or by other means, the College may terminate the Agreement.
Damaged Accommodation	10.3	Where the Accommodation becomes uninhabitable and the College or University is unable to find an alternative, this Agreement may be terminated by the College. The College or University will endeavour to give as much notice as possible to the Student in such an event, and the College shall repay a proportionate amount of any Accommodation Fee which has been paid in advance.

Schedule 1

Procedure for Non-payment of Accommodation Fee

The procedure set out below will apply for non-payment of the Accommodation Fee

Rejected instalments

Where there is an unpaid instalment the debtor is chased via email and/ or telephone to bring their account up to date. Where no contact/ payment is received at the time of the call a first reminder letter is sent allowing 14 days to pay. Payee is advised that where no contact is made within 14 days to bring the account up to date, the payment plan will be automatically amended to take into account the missed instalment. Unless agreed the monthly payments will be increased, the plan will not be extended.

Where no contact is made within 14 days to bring the account up to date, the payment plan will be amended to take into account the missed payment. A letter will be sent advising the payee of the new payment plan instalments.

Second rejection

Where a second unpaid instalment occurs the payment plan will be cancelled and the debtor will be contacted via email and/ or telephone for full payment. Where no contact/ payment is received at the time of the call a letter is sent allowing 14 days to pay in full or bring the account back up to date and reinstate the payment plan.

Failure to comply

If account remains unpaid a second letter is sent and the students tutor is advised of the situation. Notice will be given that the Accommodation agreement may be terminated and the account passed to the college's debt collection agency unless the arrears are covered or an acceptable payment proposal and confirmation to meet future instalments on time is received within 10 working days.

Accounts that remain overdue on expiry of the notice period will be referred to the Residential Support Manager of Sparsholt College to confirm termination of Accommodation.

If the Agreement is terminated for non-payment of the Accommodation Fee, the student will remain liable for the outstanding amount.

Schedule 2

Replacement / Cleaning Charges for 2022/ 23 – subject to change for 2023/ 24

LIST OF POSSIBLE CHARGES TO BE MADE FOR REPLACEMENT OF MISSING / DAMAGED ITEMS

Individual Study Bedroom

Metal Frame Bed	£84	Desk Lamp	£12.00
Mattress	Up to £98	Waste paper bin	£5.49
Double Mattress and Divan set	Up to £170	Curtains (Pair)	£110.00
Toilet Roll Holder (Comatic)	£18.17	Fire Bell	£48.00
Toilet Roll Holder (Standard)	£4.67	Shower Curtain	£32.50
Toilet Brush and Holder	£3.84	Door Number	£7.50
Computer chairs	£88.20	To replace door closer	£100
To reconnect door closer	£50	To replace bedroom door	£250

Communal Areas

Kitchen Chair (Plastic)	£80	Kettle	£15.00
Kitchen Chair (Soft)	£121	Iron	£12.65
Kitchen table	£156	Plastic Dustbin	£12.75
Electric Cooker	£250	Soft Broom	£15
Microwave oven	£65	First Aid Box	£14.20
Fridge	£335.00	Ironing Board	£25.00
Freezer	£335.00	Dustpan and Brush	£6.20
Fire Extinguisher (6l foam)	£39.90	Mop and bucket	£12
Fire Extinguisher (2kg CO2)	£48.75	Curtains (pair)	£110.00
Fire Blanket	£14.99	Internal Telephone	£65
Hoover (Henry)	£160	To reconnect door closer	£25
Fire Bell	£48.00	To replace door closer	£100
Kitchen/ bathroom door £250			

All charges are inclusive of VAT

For damaged items, a charge will be made for the actual damage caused reflecting that the item will have to be replaced sooner than if the damage had not occurred, i.e. on the basis of depreciated value rather than for the entire replacement value.

Please Note:

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

Redecoration

• An estimate for remedial works or redecoration will be issued by the Estates Department. The exact amount chargeable will then be finalised with a quote from the Estates department or appropriate contractors (please remember the use of pins, tacks, Blu-tack or White-tack, sellotape or other sticky substances is not permitted on the walls or ceilings of the Accommodation).

Broken Windows / Damaged Carpets

• An estimate for remedial works or replacement will be issued by the Estates Department. The exact amount chargeable will then be finalised with a quote from contractors.

Lost your key/ Campus card?

- Call the Site Steward on 01962 827666 or 827667. The team will assist with access to the Accommodation until the following working day
- Email campuscard@winchester.ac.uk to request a replacement card (please note there will be a charge)

Lost your key?

- Call the Site Steward on 01962 827666 or 827667. The team will assist with access to the Accommodation until the following working day
- Email security@winchester.ac.uk to get a replacement key (please note there will be a charge and this includes post box or kitchen cupboard keys)
- The University reserves the right to charge the Student for a replacement lock to the Accommodation if this is found necessary

Non Return of any Accommodation Keys;

- There will be a charge for the non-return of any Accommodation key. This includes kitchen cupboard and post box keys for the Burma Road Accommodation.
- This does not include Student campus cards (where these are used for access to Queens Road and Burma Road)
- The College or University will endeavour to contact the Student for non-returned keys but it remains the Students' responsibility to return these
- The College or University reserves the right to charge the Student for a replacement lock to the Accommodation if this is found necessary

Cleaning Charges

Please also see clauses; 2.33, 2.34, 2.35

Individual Study Bedrooms:

After Accommodation inspections:
• Should a student fail a second Accommodation inspection, the Student may be responsible for the cost of external cleaners brought in to return the room to a satisfactory condition. In this instance, an invoice would be provided.

At the end of the licence period:
• Should a room be left in an unsatisfactory condition, charges will be applied for the number of extra hours needed to return the room to a satisfactory condition. This would be authorised by the Housing Manager (On Campus), Student Housing Services Manager or the Head of Housing & Security.

Communal Areas:

During Term time:
• Advisory slips and a house meeting are normally issued before a formal warning. If a communal area is left in an unsatisfactory condition persistently, charges may be applied to all residents for the number of extra hours needed to return communal area to a satisfactory condition. This would be authorised by the Housing Manager (On Campus), Student Housing Services Manager or the Head of Housing & Security.

At the end of the Licence Period:
• Should a communal area be left in an unsatisfactory condition, charges will be applied to all residents for the number of extra hours needed to return the communal area to a satisfactory condition. This would be authorised by the Housing Manager (On Campus), Student Housing Services Manager or the Head of Housing & Security.

Removal of Rubbish

- The University reserves the right to remove rubbish that is considered to be a Health and Safety hazard with immediate effect, and may apply a written warning for breach of Health and Safety within the Accommodation.

Study Bedrooms:

- The University reserves the right to remove rubbish that is considered to be a Health and Safety hazard with immediate effect, and may apply a written warning for breach of Health and Safety within the Accommodation.

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Schedule 3

Summary of administrative action for breach

Level 1 involves a written warning – repeated breaches may escalate action to Level 2

Level 2 involves a meeting and written warning - repeated breaches may escalate action to Level 3

Level 3 involves a meeting with the Sparsholt Residential Support Manager - repeated breaches may escalate action to Level 4

Level 4 involves a meeting with the Sparsholt Residential Support Manager and potential termination of the agreement and reference to the 'HE Managing Learner/ Student Conducts policy'

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

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 6.2 of the Regulations.

BREACH	CLAUSE	CATEGORY OF BREACH
Noise	2.26	Level 1
Party (to each resident)	2.28	Level 1
Anti-Social Behaviour	2.29	Level 1 – 4 (dependant on breach)
Alteration and damage	2.36/ 2.32	Level 1 – 3 (dependant on breach. A charge for recovery costs may be applied to replace any damaged University items as per Schedule 2)
Blu / white tack	2.39	Level 1
Removal of property	2.43	Level 1
Illegal activities (including Drugs and 'Legal Highs')	2.12 / 2.13	Level 2 – 4 (dependant on breach)
Firearms etc.	2.14	Level 2 – 4 (dependant on breach)
Flammable items (candles etc.)	2.15	Level 1
Pressurised gas canisters / fuel containers	2.16	Level 2
Pets (not allowed)	2.17	Level 1 (Student will be given 7 days to re-home the animal. A charge may be applied for cleaning as per Schedule 2)
Smoking	2.18	Level 2
Subletting	2.45	Level 1 – 2 (dependant on breach)
Visitors / overnight visitors	2.30	Level 1 – 2 (dependant on breach)

Health & Safety	2.20	Level 1 – 4 (dependant on breach)
Obstructions	2.20.2	Level 1
Security	2.19	Level 1 – 2 (dependant on breach)
Fire safety	2.24	Level 1 – 4 (dependant on breach)
Fire Safety Equipment	2.25	Level 2 – 3 (dependant on breach. A charge for recovery costs may be applied to replace any damaged fire safety equipment as per Schedule 2)
Parking	2.52	Level 1

Further action will be taken should persistent breaches of 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 College or University managed Accommodation.

3. When permitted, overnight visitors are only permitted to stay on Friday, Saturday and Sunday nights. **Please see clause 2.30 in these regulations**. The Student is responsible for the behaviour and actions of their visitors. This includes liability for any charges applicable (determined in accordance with this Agreement) as a result of their behaviour.