

# University of Essex – Terms and Conditions of Residence and University Residence Regulations

## 1 Accommodation Office

### 1.1 Main Accommodation Office Opening Hours and contact details.

<b>Colchester Campus: (Duplex Building)</b>			
Opening Times		Contact Details	
10.00 – 17.00	Monday to Thursday	Email	<a href="mailto:accom@essex.ac.uk">accom@essex.ac.uk</a>
10.00 – 16.45	Friday	Phone	+44 (0)120687 3615

<b>Southend Campus: University Square Reception</b>			
Opening Times		Contact Details	
09.00 – 17.00	Monday to Thursday	Email	<a href="mailto:scaccom@essex.ac.uk">scaccom@essex.ac.uk</a>
09.00 – 16.45	Friday	Phone	+44 (0)1702 330226

Where reference is made to 'Accommodation Office' within this document this relates to either the Main Accommodation Office at the Colchester campus or University Square Reception at the Southend campus.

## 2 Student Support

### 2.1 The University provides a range of support, advice and information to students.

Each department within the University has a system for providing academic support for its students and in addition there are a number of specialist support services.

### 2.2 The Student Support Office

Student Support provides advice and information on many non-academic welfare issues including support to students with disabilities and specific learning difficulties. You can contact Student Support in person, by phone or by e-mail.

Colchester Campus:

The Student Support Office is located in Room 4N.6.2. Current opening hours are displayed on the office door or on the Student Support web site [www2.essex.ac.uk/stdsup](http://www2.essex.ac.uk/stdsup).

Colchester Contact Details

General Enquiries: +44 1206 872366 (extension 2366) or +44 1206 872368 (extension 2368)

Email: sso (non Essex users should add @essex.ac.uk to complete the address)

Southend Campus:

Student support services at the Southend Campus are provided in partnership with South Essex College to ensure that all students have access to the best service for their needs. You can contact Student Support in Administration Section on the second Floor of the Gateway Building. Opening hours are Monday to Friday: Term Time: 10.00 am to 4.00 pm. Vacations: 10.00 am to 1.00 pm and 2.00 pm to 4.00 pm.

Southend Contact Details

General Enquires: +44 1702 328351

Email: ssos (non-Essex users add @essex.ac.uk)

**2.3** A range of other support services are also available. More information on all these services and links to their web sites can be found at [www2.essex.ac.uk/stdsup](http://www2.essex.ac.uk/stdsup) or from the Residents' Support Network (see below)

#### **2.4 (i) Residents' Support Network**

If you live in University residential accommodation you can seek advice and support from the Residents' Support Network. The Residents' Support Network is a team of students and staff. Their aim is to create a harmonious environment in which students in University accommodation can live and study. If you have a problem in your University accommodation, such as problems settling in, noise problems and disturbances, disputes with other residents, complaints or registering concern for the wellbeing of other residents then you can contact the Residents' Support Network (RSN) for help. The RSN can help when other campus services are closed and can refer on to other services if necessary. Problems with facilities should be reported to the relevant Accommodation Office.

**2.4 (ii)** The Residents' Support Network (RSN) is made up of RSN Assistants, RSN Co-ordinators and Associate Deans, who live in the residences and are there to offer help and support. You should meet an RSN Assistant soon after you move in.

**2.4 (iii)** More information and contact details for the Residents' Support Network are available on the web site [www2.essex.ac.uk/welfare/rsn](http://www2.essex.ac.uk/welfare/rsn). Contact details are also distributed to residences (and usually displayed in kitchens) or can be obtained from the Accommodation Office or Information Centre.

### **3 Accommodation Agreement and Residence Regulations**

**3.1(i)** The accommodation agreement applies to the occupancy of a room in University owned or administered accommodation and takes the form of two parts. There is the Letter of Allocation showing the address, accommodation charges and statutory legal notices such as the circumstances under which the University could seek to evict the tenant. The second is these Terms & Conditions of Residence and Residence Regulations, referred to in the Letter of Allocation, which gives details of the terms and conditions of the accommodation agreement including relevant University Regulations. Students in couple and family accommodation have a Notice of Account and a contract that includes the legal notices.

**3.1(ii)** The period of this accommodation agreement and the accommodation charges are fixed by the University under Regulation 12.2 (see page 11) and are set out in the Letter of Allocation

**3.1(iii)** By accepting the room allocation and the attached Terms & Conditions of Residence and Residence Regulations you will be entering into a legally binding contract which is governed by English law. Please ensure that you have read and fully understood the Terms & Conditions of Residence and Residence Regulations before accepting your allocation. Receipt by the accommodation office of your acceptance of the allocation constitutes your agreement to abide by the terms and conditions laid out therein. You should therefore be sure to read all information as it outlines the details of the contract that you are entering into. If you move into the accommodation without having signed the acceptance you will be deemed as having accepted these Terms and Conditions by your action.

## **4 Occupation of rooms**

**Giving notice: University–Owned Residences – 39, 42 and 50 week agreements**

**4.1 There is no opportunity to give notice once you have moved into your allocated accommodation.**

**If you withdraw from the University – see 4.4 below**

#### **4.2(i) Room exchanges**

A student who wishes to apply to change from one room to another will need to find another student who is willing to exchange rooms.

Both students should come to the Accommodation Office to make the request to exchange rooms. A £5 administrative fee is payable by both parties. There are some restrictions on the categories of student who are permitted to exchange rooms; for example, undergraduate students will not normally be permitted to move into postgraduate accommodation and students who are here for limited periods would not be able to move into accommodation with different terms. In addition, the exchange may not be permitted if the balance of sexes and nationalities is adversely affected within a flat. It is advisable to check with an Accommodation Advisor before looking for someone with whom to exchange.

**4.2(iii)** Students who exchange rooms without the prior permission of the Accommodation Office are in breach of the University Regulations 12.4 i.

#### **4.3 Room transfers**

A student may apply to the Accommodation Office to transfer to a vacant room. Permission to move is at the discretion of the Accommodation Office. Where this is agreed a charge of £55 is made when a transfer is permitted to cover additional cleaning and the loss of accommodation charges whilst the move is taking place. Permission may be refused if the ensuing empty room cannot be filled from the waiting list or if the student requesting a move would not normally be allocated to the vacant room e.g. an undergraduate moving to a postgraduate flat or a male/female moving to a single sex flat of the opposite sex.

#### **4.4 Withdrawal from the University**

If a student decides for personal or academic reasons to withdraw permanently or temporarily from the University there is a procedure to follow. The student must complete the required withdrawal paperwork in the Academic Section who in turn will inform the Accommodation Office that a student has withdrawn. When this is confirmed and the keys have been returned this accommodation agreement will be terminated and no further accommodation charges will be made. Please note that this accommodation agreement cannot be terminated until both confirmation of the withdrawal and the room keys have been received.

#### **4.5 Completion and Continuation Students**

Continuation and completion students are not normally considered for a room allocation. However, students with this registration status can apply for accommodation through the waiting list although they will be classed as a lower priority than fully registered students. Any allocation made to these students will be for the full letting period. If the academic work is completed prior to the end of the letting period and the student ceases to be registered at the University then 4 weeks notice may be given to terminate the agreement.

#### **4.6 End of Tenancy**

Students are required to vacate their accommodation on the last date of the agreement shown in the Letter of Allocation. The room should be left in a clean and tidy condition and all personal possessions must be removed.

Keys and access cards must be returned to the publicised collection points.

Any possessions left in the room after the end of the tenancy agreement will be disposed of and any charges incurred in this process will be passed onto the student allocated to that room.

#### **4.7 Vacation accommodation**

**4.7(i)** Students who require accommodation during the summer vacation can apply for the appropriate period.

Arrangements for bookings are advertised during the spring term.

- 4.7(ii)** The charge for accommodation during the summer vacation is calculated on a daily basis and is slightly higher than term time rates for lets of four weeks or under.

#### **4.8 Open Days, Visit Days and Tours**

During the academic year the university holds open days, visit days and tours which include tours for prospective new students of accommodation. Tours will be accompanied by a representative of the University and only include the communal shared areas of your accommodation such as the Kitchen unless a resident of the flat has given advance permission for the bedroom to be viewed. Where a resident has given permission for their bedroom to be viewed the tour will also visit the communal shared areas of the flat.

### **5 Conduct, parties and guests**

**Please also refer to paragraphs 12.8 of the University Regulations**

#### **5.1 Conduct and discipline**

Students living in University accommodation enjoy a considerable degree of freedom with rules and regulations kept to a minimum. However, consideration must be given to those wishing to study or sleep without constantly being disturbed by noise or antisocial behaviour. Such behaviour on your part, or on the part of your guests, will not be tolerated and disciplinary action will be taken against any persistent offenders.

Noise should be kept to a reasonable level at all times. You should take extra care not to cause disturbance after midnight.

#### **5.2 Courtesy**

As a condition of residence you are required to treat staff, fellow students or visitors with both consideration and courtesy at all times.

#### **5.3 Parties**

Parties are not allowed in University Accommodation.

#### **5.4 Guests**

Single rooms are for the occupation of the allocated tenant only. However, students may have a guest for an occasional stay of up to three nights. Students who have a guest to stay must notify the Accommodation Managers of the name of the guest and dates of the stay for Health and Safety purposes. Stays which last longer than 3 nights are at the discretion of the Accommodation Manager who will take into account the impact of such a visit on other members of the flat and the use of the facilities. It is not possible to have guests to stay in the first week of term as it is disruptive to the process of students settling in. Children under the age of 16 are not permitted in accommodation as guests.

#### **5.5 Pets**

University owned accommodation is not suitable for pets and no pets may therefore be brought into or kept in accommodation.

#### **5.6 TV licences**

All TV receiving equipment used in residences are required by law to be licensed.

### **6 Health and Safety**

#### **6.1 Fire precautions**

All the residences contain the fire fighting and alarm systems required by law. You should make yourself familiar with the location and methods of use.

Anyone interfering with the equipment, except in the event of a fire, may be committing a criminal offence and be in breach of University Regulations and subject to disciplinary proceedings. Obstructing a fire escape route contravenes University regulations and is subject to disciplinary procedures. Any items obstructing a fire escape will be removed. False fire alarms divert fire service attention away from genuine emergencies and could result in students being less likely to leave a building in future when that building could be on fire. **Any student caught sounding a fire alarm without good reason will face serious disciplinary action, usually resulting in at least a fine of £500.**

## **6.2 Emergency procedures**

### **Shout out, Get Out, Stay out**

- 6.2(i) Shout Out.** In the event of a fire you should immediately operate the nearest fire alarm call point. Close doors and leave the building using the fire exit. It is University policy that no person shall attempt to extinguish fires. However the Fire Blanket in the kitchen may be used on very small fires provided the alarm has been sounded.
- 6.2(ii) Get Out.** On hearing the alarm, leave the building immediately and go to your assembly point. If you are using cooking equipment, please switch it off before leaving the building and close the doors behind you.
- 6.2(iii) Stay Out.** Do not re-enter the affected area without directions from the patrol staff or Fire Officer. Do not enter where a red flashing light is operating above the door.
- 6.2 (iv) PEEP**  
Students who may in the event of a fire or other emergency have difficulty in leaving a building are advised to contact the University Fire Officer who will discuss a Personal Emergency Evacuation Plan (PEEP) with the student concerned.

## **6.3 Fire Safety**

- 6.3 (i)** Fire caused by cooking is the most serious risk to all students living in accommodation. The University therefore gives the following advice to all students in accommodation:
- 6.3(ii)** If you are cooking you should not leave the cooking unattended.
- 6.3(iii)** Grill pans and cookers must be cleaned and kept free from fat and food debris as these can be sources of ignition.
- 6.3(iv)** Read instructions on pre-packed food. Food wrappings, which are not removed before cooking, can create a fire hazard.
- 6.3 (v)** If a fire should occur in a cooker the fire blanket in the flat should be carefully laid over the fire. This will have the effect of smothering, and if not actually extinguishing the fire, will control it until expert assistance can be summoned. In any case the fire alarm should be sounded to allow the Fire Brigade to be summoned and for the building to be evacuated should the fire continue to develop.
- 6.3 (vi)** Obviously very minor fires caused by burnt toast, sausages, etc will not warrant sounding the alarm. However a report must be made to the Information Desk to allow the cookers to be checked for electrical safety before they are put back into use.
- 6.3 (vii)** In order to protect students from outbreaks of fire, all doors within residences are fitted with self-closers and the doors are designed to hold smoke and fire back for a minimum of one half hour. It is therefore essential that doors are not wedged open and any door that fails to close fully should be reported to the Accommodation Office for attention.
- 6.3 (viii)** Students in accommodation must ensure that kitchen and shower doors remain closed to avoid activating the detectors. Aerosol sprays should not be used near detector heads. The detectors fitted in the kitchens are activated by heat and not smoke.

## **6.4 Smoking in the Residences**

- 6.4(i)** Students are requested to state on their application form whether or not they smoke so that those who smoke and those who do not can be housed accordingly.
- 6.4(ii)** Smoking in all public areas including kitchens is prohibited but students may smoke in their own rooms providing they are **not** living in a non -smoking residence or flat. No smoking signs are displayed in all areas where smoking is prohibited and residents are expected to abide by the signage. A new Residence Regulation 12.17 has been introduced to ensure the No Smoking policy is adhered to.
- 6.4(iii)** Any person who now smokes in an area designated non smoking is breaking the law as well as being in breach of University Regulations. If you wish to report a person smoking in a non smoking area please notify the Accommodation Office or a member of the RSN.
- 6.4(iv)** Any resident who is in breach of the No Smoking Regulation will receive a letter for a first offence. If a subsequent offence is committed then that person will be referred to the Proctor and disciplinary action could be taken against him/her.
- 6.4(v)** The new law relating to Smoking refers to any substance that can be smoked including herbal substances and in the form of cigarettes, pipes (including water pipes and hookah pipes) and cigars.
- 6.4(vi)** Students must not smoke in bedrooms whilst staff are present and wherever possible rooms should be ventilated prior to staff entering the room.

## **6.5 Electrical equipment and safety**

- 6.5 (i)** The following advice is given to reduce the risk of students mis-using electrical equipment which they might wish to use in study bedrooms.
- 6.5(ii)** If fitting plugs to electrical equipment it is vital that the following be observed:
  - a. Plugs must be wired correctly; if you have any doubts as to how to achieve this, you should not attempt to fit the plug yourself. You should ask assistance from the Accommodation Office who will contact the Electrical section whose advice is freely available.
  - b. The cable clamp inside the plug must grip into the outer cable sheath. The inner conductors and their sheaths are not intended to take mechanical strain.
  - c. The correct fuse for the appliance must be fitted. Do not attempt to replace the fuse with odd pieces of wire. Spare fuses can be obtained from the shops on campus.
- 6.5(iii)** Every item of equipment must be fitted with its own plug. You should not attempt to wire two items into the same plug. This practice is highly dangerous and could lead to a fatality.
- 6.5(iv)** If you require an extension lead, you should purchase a proprietary lead.
- 6.5(v)** Overseas students may find that some plugs to their electrical equipment will not fit UK sockets. A range of adapters is available from the campus shop. Overseas students are also reminded that the standard UK supply in residences is 220/240 volts, 50 cycles, AC.
- 6.5(vi)** On advice from the Health and Safety Executive, the University advises all students that they should not attempt to modify any electrical appliances such as television sets and radios due to the risk of electrocution.
- 6.5(vii)** In order that the University can be assured that students are not putting themselves or others at risk by the use of electrical equipment, the University Fire and Safety Officer will carry out a series of checks to ensure that electrical equipment is being used in a safe condition. Unsafe electrical equipment will be removed and may be reclaimed from the University Fire and Safety Officer who will explain the reasons for removal and how any deficiencies can be corrected.
- 6.6.** The University takes all precautions required by Health and Safety Legislation to protect water supplies from legionella infection. However, it is essential that taps and showers are flushed every two weeks where accommodation is not occupied. Please therefore inform the University if you will be away from your accommodation for two weeks or more so that the water supply in your room or flat can be flushed. You can notify the Manager in your area by using the electronic form available at:

<http://www.essex.ac.uk/accommodation/useful/absence.shtm>

## **6.7 Emergency Telephone Numbers**

In a medical emergency, or in the case of an accident:

Colchester Campus accommodation:

Please ring Ext 2222 and ask for the required service – first aid, ambulance, etc – and give your location.

Forest Road or Candan House:

The following telephone number is available over 24 hours: 01206 500202 and should be used in an emergency

Avon Way House:

Please ring the emergency services on 999 and ask for the required service – fire, ambulance, etc – and give your location.

Southend Campus accommodation:

Please ring Accommodation Reception on 07827 988085 or 01702 328408 and ask for the required service – first aid, ambulance, etc – and give your location.

## **6.8 Water Safety Checks**

Any resident that is expecting to be absent from their accommodation for a continuous period greater than 2 weeks should notify the Accommodation Office in order that Accommodation Essex can carry out necessary water safety checks during this period. Please complete the electronic form available at: <http://www.essex.ac.uk/accommodation/useful/absence.shtm>

## **7 Windows**

For reasons of safety the windows in the Towers, University Square and at University Quays are fitted with restrictors and these must not be interfered with. When you are away from your room always make sure windows are closed and secured and in windy weather keep your window locked.

## **8 Accommodation and other charges**

### **8.1 Accommodation charges**

**8.1(i) The amount of the accommodation charges and the due dates are shown on the Letter of Allocation. The date at which late payment charges of £20 per month start to accrue is also shown. Payments should be made to the Income Office, on Square 2 on the Colchester campus, or at the Southend Campus at the Income Office within the Administration Section on Level 2 of the Gateway Building**

**8.1(ii)** Payment can be made by cheque or credit card, and a discount is available if payment is made via the internet. Further details regarding payment on the internet is available at: [www.essex.ac.uk/webpay/](http://www.essex.ac.uk/webpay/)

### **8.2 Lost Keys/Access Card**

If you lose your keys or access card there will be a charge of £20 to replace them. If you are the victim of a crime the lock will be changed free of charge provided a security or police report is available.

### **8.3 Damages**

Any damage for which you are responsible will be charged to you. The cost of any damage carried out in communal areas of a flat by persons unknown will be split evenly amongst all residents of that unit or flat.

## **9 Termination of Accommodation Agreements by the University**

**9.1(i)** The Regulations relating to accommodation provided by the University are set out at the end of this document [page 9]. These Regulations include the terms on which this accommodation agreement can be terminated. You should read these carefully and your attention is drawn to the following Regulations which describe circumstances when the accommodation can be terminated and you can be required to vacate the accommodation immediately.

12.5. Upon your ceasing to be a student of the University or having the use of the University facilities withdrawn from you.

12.20 & 12.21. If you are in breach of any regulation or obligation relating to your occupation of University accommodation which is referred to the Proctor and the Disciplinary Committee to whom he refers the breach.

**9.2(ii)** The University is an important centre of education and research and accommodation is provided in order to assist students to make the transition to a new environment and to adapt to the academic demands involved in following a course of study. University accommodation therefore forms part of the campus community where studies, research activity and legitimate social activities can be pursued. The terms of this accommodation agreement and the regulations, including the terms relating to the ending of the agreement, are to ensure that this aim is fulfilled. The University has to be able to terminate agreements without notice where it is appropriate to do so.

**9.3(iii)** However, in cases where the University does not use those powers or where a student fails to pay accommodation charges in accordance with this accommodation agreement or there is any other breach of this agreement or the Regulations which is not a minor breach, the University will terminate the accommodation agreement in the following manner.

A letter will be sent to you telling you what the breach is and giving you a reasonable time in which to put that breach right.

If within that time you fail to put the breach right then the University will give you notice terminating the accommodation agreement and requiring you to vacate the accommodation not earlier than 4 weeks from receipt of the notice.

**9.4(iv)** If on termination of the agreement you do not vacate the accommodation the University will seek possession by obtaining a court order. The court may order you to pay the University's costs.

## **10 General information**

### **10.1 Security**

**10.1(i)** Colchester Campus University Security staff are available 24 hours a day at the Information Centre which is located on Square 3. Southend Campus Security staff are available outside of office hours at the Accommodation Reception within University Square.

**10.1(ii)** Any matters relating to security must be reported the appropriate member of staff.

**10.1(iii)** There is a full time security presence at University Quays.

**10.1(iv)** It is essential that you remember to lock both your room and the flat door whenever you go out to protect both your own property and that of your flat-mates.

**10.1(v)** Entry to your accommodation may be by coded keypad. The code will be issued to you with your Letter of Allocation. In order to protect the security of all accommodation you should be careful not to distribute the number widely.

**10.1(vi)** Any deliberate damage to these doors and key pads mechanism will result in the offenders being referred for disciplinary action.

## **10.2 Insurance**

Students' personal possessions held in the rooms are covered by insurance through Endsleigh Insurance. Details of the cover are available on the website at [www.endsleigh.co.uk/Student/Pages/student-insurance.aspx](http://www.endsleigh.co.uk/Student/Pages/student-insurance.aspx).

Please ensure that you check the cover to ensure that it is adequate for your needs. Should you require additional levels of cover this can be arranged directly with Endsleigh,

## **10.3 Bedding, Crockery and Utensils**

The University does not provide bedding, crockery or utensils. Students are required to bring these items with them or purchase on arrival. Details are given on our Website of one supplier who will deliver such items to the room. Students who wish to use this service make an independent arrangement with the supplier.

## **10.4 Register of electors**

**10.4(i)** At the start of each academic year, a list of students living in University-owned accommodation is sent to the Local Borough Council to enable those who are eligible to vote in this area to do so if they wish. Anyone who is resident before **30 October** will be included on the list but those arriving after this date will need to complete a Voter Registration Form and return it to the Borough Council after 1 December.

**10.4(ii)** Please note that the University cannot accept responsibility for ensuring that you are on the Register and it is up to you to check this when the draft Register is published at the end of November. Copies are available in the University Library, Post Offices and the Town Hall for inspection.

## **10.5 Equipment protection**

**10.5(i)** Students should be aware that the University cannot be held responsible for damage to any electrical equipment resulting from sags or surges in the power supply.

**10.5(ii)** As a precaution students may wish to fit a surge protection plug. Students should also ensure that any sensitive electrical equipment is adequately insured.

## **11 Provision of services**

### **11.1 Post deliveries and email**

#### **11.1(i) Residences**

Post is normally delivered to the kitchens in the Towers, South Courts, The Houses and Wolfson Court, University Square and University Quays daily, Monday-Friday. There is no delivery at the weekend, on public holidays or during the period between Christmas and the New Year. At University Quays and University Square large items and items requiring a signature are retained at reception. You will be notified by email should you have an item to collect. If you live in Towers, Houses, Wolfson Court or South Courts these items will need to be collected from the University Post Room.

### **11.1(ii) Internal post**

The principal method for communicating information to students is by **e-mail**. Students should regularly check their **e-mail**. Offers of accommodation are also made by **e-mail**.

### **11.1(iii) Postal Addresses**

In order to ensure that your post reaches you without delay, please be sure to use the correct postal address. These are set out in section 13 below.

## **11.2 Cleaning**

**11.2(i)** A cleaning service is provided within the communal areas of all single accommodation. The communal areas of all flats i.e. kitchens, dining areas, shared bathroom/shower and toilets, are normally cleaned on a weekly basis during the working week (Monday-Friday) with the exception of the Christmas Vacation period and public holidays. Students are expected to keep their rooms and ensuite bathrooms clean and tidy and to ensure that their flat is clean and the rubbish removed at the weekend

**11.2(ii)** The communal areas of the flat are inspected regularly throughout the week, bedrooms are inspected once or twice a term and normally advance notice is given.

**11.2(iii)** All students are expected to keep their accommodation clean and in good condition and to ensure the access of University staff is not in any way impeded. Should the cleaning staff be required to carry out works beyond their normal duties the University will charge reasonable costs of additional cleaning and any related administrative costs. incurred Where the cause of these costs cannot be attributed to individuals all residents of the house or flat will be invoiced an equal share of the cost of the additional cleaning and administration.

**11.2(iv)** Private rooms in family and couple accommodation are not cleaned.

## **11.3 Repairs and damage**

**11.3(i)** Reporting of non urgent repairs should be made by email using the contact information for your area as shown in your welcome information. Urgent repairs can be telephoned on the numbers shown. Emergencies out of hours should be reported to the Emergency contact as stipulated in your Welcome information. Where appropriate a duty engineer will be called to rectify the problem. The majority of repairs are carried out by university staff from the Estates department so you do not need to be present if the maintenance staff require access to your room. For non urgent repairs the maintenance staff do not normally access the residences until after 9am.

All emergencies should be reported to the appropriate Centre as indicated in your welcome information outside office hours.

**11.3(ii)** Students are not permitted to carry out repairs, regardless of how the damage was caused, or to make any alterations to the fabric or decoration of the accommodation.

**11.3(iii)** Posters may be put up in rooms using blu-tac but must be removed at the end of your occupancy. Posters may be put up in the communal areas, providing they are not offensive or affixed to the ceiling and they must be removed at the end of the year. Posters may not be pinned along fire-exits or lift landings. Failure to remove posters as required will result in an extra charge for the entire flat.

**11.3(iv)** Maintenance staff will normally access the residences including student rooms in order to carry out repairs without further notification to the student.

**11.3(v)** However, where routine maintenance is planned in advance, students are notified in advance of access to the accommodation whenever possible.

#### **11.4 Launderettes**

Coin-operated washing and drying machines are provided on campus off Square 4, within Harwich Court, at University Quays and within the common room in house 2 at University Square.

#### **11.5 Lifts**

There are lifts in each of the residential Towers, in houses which have in excess of six floors at University Quays and University Square. Please do not overload the lifts. Any misuse of lifts should be reported immediately.

Students who are unwell or are suffering some form of injury or disablement will suffer most if lifts do not work.

#### **11.6 Car parking**

Regrettably it is not possible to permit students or partners of students living in University accommodation (other than disabled students) to register a vehicle for parking on campus.

#### **11.7 Bicycles and motor cycles**

At the Colchester Campus provision is made for the storage of both bicycles and motorcycles on the campus in the designated areas. At Southend there is provision for the storage of bicycles on the podium, access is available through the Gordon Road entrance. Students should bring with them the means for making cycles secure.

It is not permitted, for safety reasons, to take a bicycle or motorcycle into any University building.

#### **11.8 Public transport**

Details of local bus services and times of trains are provided on the accommodation web site at: [www.essex.ac.uk/visiting/](http://www.essex.ac.uk/visiting/).

#### **11.9 Disclaimer**

**11.9(i)** The University of Essex will not be liable for any failure or interruption to our services, or for any loss arising from such failure or interruption, unless it is caused by our negligence.

**11.9(ii)** The University of Essex has the right to carry out alterations or building works in the residences or the vicinity of the residences without liability for disturbance where we have used reasonable endeavours to carry out works at times likely to minimise disturbance for as short a period as reasonably practicable save in the case of an emergency.

### **12 Complaints Procedure**

**12.1** If you wish to comment, or make a complaint regarding the services provided by Accommodation Essex there is a complaints procedure. The procedure and appropriate contact information can be found at: [www.essex.ac.uk/accommodation/useful/complaints-procedure.shtml](http://www.essex.ac.uk/accommodation/useful/complaints-procedure.shtml)

**12.2** Accommodation Essex has agreed to follow the Universities UK/SCOP Code of Practice for the Management of Student Housing in line with the requirements of the Housing Act 2004. Further details are available from: [www.essex.ac.uk/accommodation/codeofpractice/code.shtml](http://www.essex.ac.uk/accommodation/codeofpractice/code.shtml)

### 13 Postal addresses

In order to ensure that your post reaches you without delay please be sure to use the correct postal address.

<b>Towers</b>	<b>Wolfson Court</b>
Name of Tower followed by Flat/Room (e.g. Bertrand Russell Tower 9/4) University of Essex Wivenhoe Park Colchester CO4 3SQ	Wolfson Court followed by Flat/Room (e.g. Wolfson Court 7/C) University of Essex Wivenhoe Park Colchester CO4 3SQ
<b>The Houses</b>	<b>South Courts</b>
Name of House followed by Flat/Room (e.g. Isaac Rebow House 4/6) University of Essex Wivenhoe Park Colchester CO4 3SQ	Name of Court followed by House.Flat/Room (e.g. Harwich Court 3.1/D) University of Essex Wivenhoe Park Colchester CO4 3SQ
<b>University Quays</b>	<b>University Square</b>
Name of Quay followed by House.Flat/Room (e.g. Mathews Quay 2.1/A) Lightship Way Colchester CO2 8GY	Name of House followed by Flat/Room (e.g. University Square 4.17/4) University Square Queens Road Southend on Sea Essex SS1 1BF

# University Regulations relating to residential accommodation

## **Definitions**

### **'Associate Deans'**

The persons whom shall from time to time be appointed to be Associate Deans for Accommodation in accordance with the appointment procedure published by Student Support.

### **'Common Parts'**

The commons parts of residential accommodation owned by the University.

### **'Contractual Period'**

Such period as the University may in its absolute discretion determine and agree with the Registered Occupant.

### **'Proctor'**

The person whom the Council of the University on the recommendation of the Vice-Chancellor shall from time to time appoint to be the Proctor.

### **'Registered Occupant (s)'**

Full-time student registered as occupant of specified University-owned or administered accommodation or a person approved by the University to share such accommodation with a fully registered student.

### **'Registrar & Secretary'**

The person whom the Council of the University shall from time to time properly appoint to be the Registrar & Secretary. The Registrar & Secretary may delegate any of his or her responsibilities under these Regulations.

### **'Students(s)'**

Person(s) whom the Registrar & Secretary has accepted and registered as student(s) at the University.

### **'Unit of Accommodation'**

That area of accommodation for which an Associate Dean for Accommodation is responsible under the terms of his or her appointment by the University.

### **'University'**

The University of Essex, Wivenhoe Park, Colchester, Essex CO4 3SQ.

## **General**

12.1.(i) Registered Occupants shall comply with the reasonable requirements of the Registrar & Secretary as stated in these Regulations and as may additionally be required and notified from time to time.

(ii) In addition to these Regulations each unit of accommodation may also have a set of Terms and Conditions, which Registered Occupants are also required to observe.

12.2. The Contractual Period(s) for which University-owned or administered accommodation shall be available, and the charges payable, shall be determined from time to time by the Council at the Council's absolute discretion and such charges shall be notified to each Registered Occupant individually in writing and/or by posting notices on the relevant University notice-boards and Websites.

- 12.3 Subject to complying with these Regulations, a student who becomes a Registered Occupant shall have the right to remain in his or her allocated accommodation only during the Contractual Period, and except as provided elsewhere in these Regulations.
- 12.4 (i) A student may reside in University-owned or administered accommodation only in that area of the accommodation for which he or she is the registered occupant.  
(ii) The room is for the occupation of the Registered Occupant only. Subletting the room is not permitted.  
(iii) A Registered Occupant of University-owned or administered accommodation for couples or families shall be permitted to allow to reside with him or her in the accommodation only those persons whose names have been submitted to and approved in writing by the Registrar & Secretary.  
(iv) A person ceases to become the Registered Occupant of University-owned or administered accommodation if he or she fails to sign the relevant contract for that accommodation within 14 days of occupying the accommodation or within 14 days of the despatch of the contract, whichever is the later and he or she must vacate that accommodation immediately.
- 12.5. A Registered Occupant who ceases to be a student of the University or who has the use of University facilities withdrawn from him or her under the provisions of Regulation 5.10 shall vacate his or her allocated accommodation on the date of his or her ceasing to be a student or as the case may be on the date of the withdrawal of facilities of the University or on such other date as the Registrar & Secretary may in his or her absolute discretion determine.
- 12.6. Registered Occupants who are absent from the University for any part of their Contractual Period shall pay in full the accommodation charges relating to the period of their absence unless the Registrar & Secretary shall in his or her absolute discretion determine otherwise.
- 12.7. Registered Occupants will be held responsible for any loss of, or damage to, the equipment, furnishings, fixtures, fittings and decorations of their accommodation and of the Common Parts over and above that caused by fair wear and tear and they may be required to pay compensation, either as individuals or as a body, for any such loss or damage including payment of the full cost to the University of repairing or replacing items so lost or damaged.
- 12.8. (i) Registered Occupants will be held fully responsible for the conduct of and for any loss or damage caused by their guest or guests while in accommodation owned or administered by the University.  
(ii) Registered Occupants shall inform the Registrar & Secretary of the names of any proposed guests who are invited to stay overnight in such accommodation and shall use their best endeavours to ensure that their guests comply with the requirements of these Regulations where relevant to them.
- 12.9. Registered Occupants will be held responsible for keeping their allocated accommodation and the Common Parts clean and in good order, and shall be required to meet the cost of any services, additional to any routine cleaning provided by the University, which are required to maintain a standard acceptable to the University.
- 12.10 (i) Registered Occupants are required to pay a key deposit of an amount to be determined from time to time by the Registrar & Secretary. The deposit will be returned providing the student has returned the keys and their forwarding address to the Accommodation Office in accordance with Regulation 7.5.  
(ii) Registered Occupants who fail to return keys at the end of their Contractual Period may be required to pay a late return fee of an amount to be determined from time to time by the Registrar & Secretary.
- 12.11. For the purposes of these Regulations the Registrar & Secretary, or other representatives of the owner of accommodation, for example maintenance staff, have the right of access to any part of accommodation owned by the University at all reasonable times to enable them to fulfil their duties and responsibilities and to safeguard the owner's interests, including ensuring that such accommodation is being used for the purposes for which it has been allocated.
- 12.12. Registered Occupants are required, whilst acting in that capacity, as a condition of residence and in the interest of good relations, to treat all other persons, whether they are staff, fellow students, visitors or neighbours, with both reasonable consideration and courtesy at all times.

12.13. Registered Occupants shall ensure that neither they, nor their guests, create or cause to be created excessive noise which causes discomfort, inconvenience or annoyance to the occupiers of other accommodation owned or administered by the University or to the occupiers of adjoining or neighbouring premises or to anyone else.

Parties are not permitted in university owned or administered accommodation.

12.14. No pets may be brought into or kept in accommodation owned by the University, except for guide dogs.

12.15. No appliances for heating, cooking, refrigeration and washing may be used in the study-bedrooms of University-owned accommodation, except with the prior written permission of the Registrar & Secretary. The only ovens and refrigerators allowed in the kitchen areas of the University-owned accommodation are those supplied by the University. Prohibited appliances will be removed from residential accommodation by university staff where there is evidence that these have been used in the bedroom or where no authority to use has been obtained.

12.16. The use of lighted candles, aromatic oil heaters or any other device which has a naked flame, other than smokers materials, is prohibited in University owned or administered residential accommodation except with the prior written permission of the Registrar & Secretary.

Candles and other prohibited devices will be removed from residential accommodation by university staff including where these are for display purposes only.

The Registrar & Secretary will give permission only in exceptional circumstances, for example, where candles are to be used for religious purposes and where the lighting of candles is accepted practice for that form of religious worship. The precaution to be adopted for the safe use in these cases will be defined by the University Safety Officer and must be followed. In no circumstances will permission be given for unattended lit candles or devices.

12.17. The University has a No Smoking policy which outlines how it will comply with the Health Act 2006. This Regulation ensures that the No Smoking policy is upheld in residences designated No Smoking and controls where smoking is permitted in other residences.

Smoking is not permitted in any part of a residence or flat designated as non smoking nor in Common Parts of residences or flats where smoking is permitted in study bedrooms. Common Parts include kitchens, corridors, toilets/showers, foyers and entrances.

Smoking is not permitted in bedrooms of flats designated for smoking whilst staff are present in the room for the purposes of cleaning, maintenance and inspection.

12.18. No hazardous, dangerous or flammable substance which may cause damage to persons or property may be taken into University-owned or administered properties by students or their guests. Any such substance will be removed on the authority of the Security Officer or the University Fire and Safety Officer.

12.19. Any member of staff of the University may refer to the Proctor the case of any student who, in his or her opinion, is in breach of any regulation imposed or obligation undertaken in respect of the student's occupation of University-owned or administered accommodation.

12.20. A Disciplinary Committee to which a student's case is referred by the Proctor shall have the power, subject to any right of appeal provided for in the Disciplinary Procedures and without prejudice to any other power it might have or penalty it might impose under those Procedures, to terminate immediately a Registered Occupant's right of occupation of accommodation owned or administered by the University.

12.21. The University may terminate a Registered Occupant's right of occupation if fees or accommodation charges or other sums due have not been paid and remain unpaid for a period of ten weeks after notice requiring payment has been served.

12.22. A Registered Occupant whose right of occupation is terminated shall have his or her registration in respect of the use of University-owned or administered accommodation cancelled.

- 12.23. The Proctor shall have the power where, in his or her opinion, immediate action is necessary in order to safeguard the interests of either the student concerned or other residents, to require any student to leave immediately accommodation owned or administered by the University and move to alternative accommodation pending the outcome of disciplinary proceedings which will be initiated at the earliest opportunity. The student whose right of occupation of accommodation owned or administered by the University has been temporarily suspended shall give all keys and entry cards associated with that accommodation to the Accommodation Office at the time of the suspension. No student shall be suspended by the Proctor unless he or she has been given an opportunity to make representations in person to the Proctor. Where for any reason it appears to the Proctor that it is not possible for the student to attend in person, he or she shall be entitled to make written representations. In a case of great urgency the Proctor is empowered to suspend the student with immediate effect provided that the student is given the opportunity to make representations to the Proctor in person or in writing within five working days. At the request of the student, the decision by the Proctor to temporarily suspend the student shall be subject to review where it has continued for four weeks. Such a review will not necessarily involve a hearing or submission made in person but the student will be entitled to submit written representations. The review will be conducted by a Pro-Vice-Chancellor.
- 12.24. Students' disciplinary records, with respect to breaches of Residence Regulations, may be taken into account when deciding whether or not to allocate accommodation to them. Accommodation will not be allocated to students found to be in breach of University Regulations if the Proctor so decides.

**If you require a copy of these terms and conditions please contact the Accommodation Office, alternatively an electronic and printable version of these Terms and Conditions is available from: <http://www.essex.ac.uk/accommodation/publications/>**