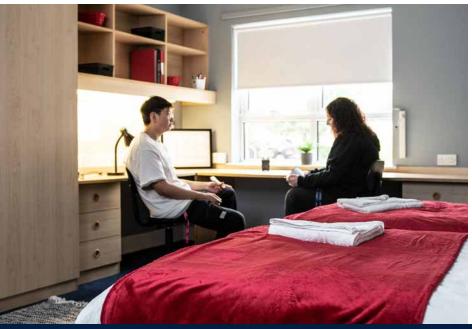


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TERMS AND CONDITIONS 2022/23



Acceptance of an offer of a place in University accommodation is also acceptance by the Resident of the Residential Terms and Conditions, you are agreeing to abide by the standards of behaviour expected, and to respect the people charged with applying them.

The Terms and Conditions contain important policy and information relating to University accommodation.

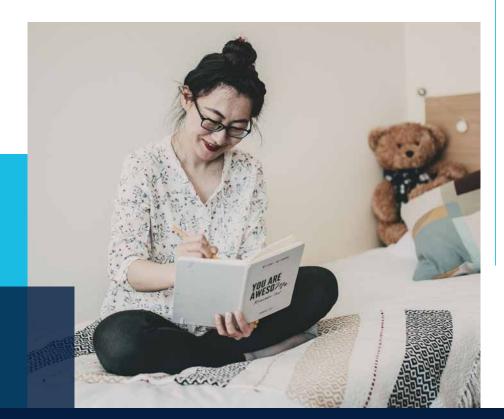
- The Accommodation Licence Agreement by extension includes the policies and procedures contained in the Terms and Conditions, Residential Life Student Charter and those contained within the University's Charter and Statutes.
- It is important to note that when you sign such agreements you become a licensee not a tenant, and you fall outside the scope of the Private Tenancies (Northern Ireland) Order 2006.
- The licence agreement is a legally binding contract between you and the University.
- This licence agreement does not offer exclusive use of your accommodation.
- Failure to comply with the Terms and Conditions may lead to disciplinary action being taken against you, which includes expulsion from University accommodation.

1.0 INTRODUCTION

Residential Life (ResLife) welcomes you to Ulster University regardless of your race, age, gender, sexual orientation, religion, disability, or political opinion. We hope that you will have an enjoyable and rewarding time as part of your education. Staff are available to help, so please introduce yourself and ask for help when you need it.

The terms set out in this document have been developed to help you achieve your academic and personal goals in a safe, respectful, and inclusive living environment.

Please read them carefully and keep a copy for future reference.



2.0 GENERAL INFORMATION

2.1 USE OF THE ACCOMMODATION

- The study bedroom which has been allocated to you is for your individual personal use whilst studying at the University.
- No more than the registered number of residents per house or apartment is permitted to live there.
- Sub-letting of all or part of the accommodation is prohibited.
- You must not interfere with or alter the decor of your study bedroom. Pictures,
 posters, etc. may be fixed to the areas of pin board (where provided) and
 should be removed when you vacate the accommodation. Fixing them
 elsewhere using blue tac, sellotape or other adhesive materials can cause
 damage to paintwork, for which you will be charged.
- You must not keep any pets. This includes therapy pets in University residences other than registered Assistance Dogs.
- You must maintain the house or apartment, and your study bedroom in good condition.
- The accommodation will be inspected periodically. Any damages beyond normal wear-and-tear not noted on your Inventory as well as any damages or missing items will be repaired or replaced by the University and the cost recovered from you and/or other residents.
- All Residents of an apartment, floor, house, or building may share joint responsibility for loss from or damage to communal areas within a building.

2.2 BOOKING FEE/INSURANCE

- A Booking Fee is payable for accommodation. Only when you have accepted an accommodation offer and agreed to the terms and conditions does the Booking Fee become **non-refundable**.
- The Booking Fee includes an insurance premium to cover damage, loss, or theft of a range of common personal possessions within your study bedroom. However, if you have high value items you may need to purchase additional cover., cover4insurance.com/insurance-products/block-halls/ulster-University. Details of cover and how to make a claim can be found on your online Induction and a leaflet available in your room or from the ResLife Office.
- The Booking Fee is used to provide a social fund to offer ResLife events, generating a sense of community and integration within the residential environment.



2.3 MEDICAL REGISTRATION/SPECIAL NEEDS

- You are advised to register with a local Doctor General Practitioner (G.P.).
 Assistance with this can be provided via Student Wellbeing.
- Information regarding local medical practices is available at Student Wellbeing offices, or via the web at <u>ulster.ac.uk/wellbeing/health-and-wellbeing/health-services</u>.
- When applying for accommodation it is important you declare any preexisting medical conditions which may be impacted by living in University accommodation.
- Please inform us of any special requirements you may have. This will ensure
 University accommodation and your choice of accommodation meets your
 needs before you enter into your accommodation contract.
- Residential Services will liaise with colleagues in Student Wellbeing to ensure
 you are allocated to appropriate accommodation and support to address
 the issues identified before arrival and to allow you to remain in University
 accommodation for the full contracted licence period. See 3.8.
- If you develop or experience a new temporary disability e.g., an injury due to sports etc. while in residences, you should inform the University so that appropriate accommodation may be allocated (if required). This information will enable ResLife to assist you, should a problem arise. Further details are available via the website ulster.ac.uk/wellbeing.
- Student health and wellbeing is fundamental to enabling a positive experience of University life. It is therefore important that you remain proactive in your self-care and engage with the appropriate support services such as: G.P. and Student Wellbeing Service to support the management of your physical health and mental wellbeing. Failure to do this may compromise your fitness to remain in University accommodation.



2.4 CRIMINAL CONVICTIONS

- ResLife request prospective residents to disclose if they have a criminal conviction.
- If you disclose you have a conviction further information will be requested as
 to the type/nature of the conviction. Depending on the seriousness and nature
 of the conviction a decision on whether it is appropriate for you to reside in
 University accommodation will be made based on the safety and security of
 all residents living in University accommodation which includes children and
 vulnerable adults.

2.5 INDUCTION

- You must complete an online ResLife Induction before moving into your room.
 This Induction includes topics such as Fire Safety, Personal Safety and Rules of Residence.
- You also will be required to attend in person a ResLife Induction at the commencement of the academic year.

2.6 RESIDENTS UNDER 18 YEARS OF AGE

- The University does not operate in loco parentis and will not act towards you
 in a parental capacity. If you are under 18 years old, as far as possible we
 will treat you in the same way as other students.
- If you are under 18, you will be placed in accommodation on campus with students who are over 18, but we will not take on any supervision beyond that required in accordance with the policies and guidelines that relate to all students.
- If you are under 18, you are prohibited from purchasing or consuming alcohol.

 You may automatically be allocated to an alcohol-free flat (subject to availability).

2.7 FAMILY ACCOMMODATION

 Where family accommodation is allocated to you, all your family members are bound by the Terms and Conditions. Children should always be supervised by an appropriate adult.

2.8 TELEVISION LICENSING

- You must have a valid UK television licence if you have equipment capable
 of receiving television signals. This includes mains powered televisions,
 computer/laptop, or Android/Blackberry-type device. The only type of TV
 that is covered by a UK licence held by your parent(s) is one which is powered
 solely by internal batteries ~ a separate licence is therefore not required.
- If your television is located and used in a communal area of the premises, then all the Residents and guests/visitors may watch it, if it is covered by a valid UK licence.

2.9 NETWORKING/IT FACILITIES

All residents are required to adhere to the University's Acceptable Use Policy when using the internet service. December 20Use%20of%Information%20Technology%20CoP%205.1%2020160609.pdf. If you fail to adhere to this policy, you will have the facility removed and be subject to disciplinary action.

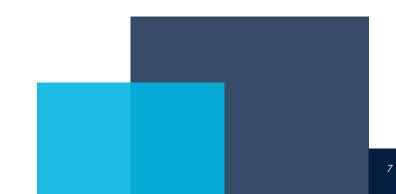
2.10 DATA PROTECTION

- You have the right to privacy of your personal data. The University complies
 with the General Data Protection Regulations 2018, which governs the use of
 all personal data held and the controls required over its accuracy, access and
 security.
- The University will not use your personal information without your explicit consent except as necessary for:
 - Completing and subsequently performing our contract with you;
 - Complying with the University's legal obligations;
 - Helping you in the event of an emergency that threatens your life;
 - Performing tasks that are in the public interest, such as asking you to provide feedback on your experience in halls;
 - Other legitimate purposes (including debt recovery, crime prevention, information in relation to the University's Block Halls Policy Insurance measuring satisfaction, trying to achieve an appropriate student mix in the Residence, running the ResLife programme, allocating rooms or where there is a serious risk of harm to you or to others or to the University's or other's property and all matters arising from your membership of the University) is strictly controlled.

• The policy is available at <u>ulster.ac.uk/about/governance/compliance/gdpr</u>

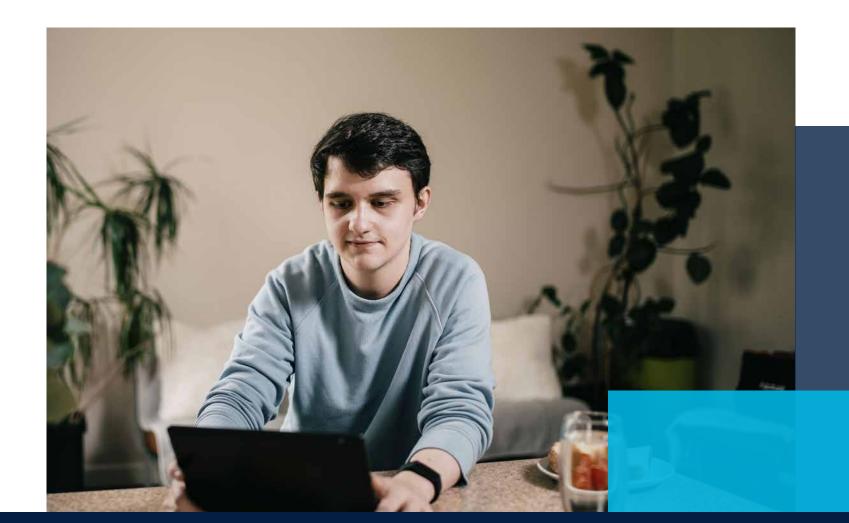
2.11 VEHICLES AND BICYCLES

- If you bring a motor vehicle/motorbike on campus you must conform to the University's Car Parking Operational Policy and speed restrictions.
 ulster.ac.uk/student/about/car-parking.
- Parking is only permitted in designated areas and charges apply; vehicles left in unauthorised places may be clamped or removed, or the police informed.
- At Duncreggan Student Village, a limited number of permit parking only is available, residents should purchase these from the car parking office online.
- Bicycles must not be brought into any residential buildings at any time and
 are restricted to areas that have been specifically designated. A fine will be
 imposed for breach of this rule and/or the bicycle may be confiscated.
- The University accepts no liability for the loss of or damage to vehicles/ bicycles.
- Please note that there is no car parking available within the Belfast based accommodation.



2.12 MAKING YOUR VIEWS KNOWN

- ResLife welcomes your comments and feedback on the standard of service provided, and there are regular surveys carried out to obtain feedback on the quality and value for money of accommodation. If there are any issues, comments or pressing problems you may wish to bring to our attention please feel free to make these known to staff.
- If you are dissatisfied with any aspect of Residential Life and have not received a satisfactory initial response, you have the right to make a complaint. For guidance on making a complaint download the form at <u>ulster.ac.uk/student/courses-and-modules/make-a-complaint</u>.





3.0 ADMINISTRATIVE ARRANGEMENTS

3.1 KEYS/ACCESS

- On arrival, keys (and, where appropriate, access cards) will be issued
 to you. Alternative arrangements can be made in advance if you do
 not intend to collect your keys on the date your Contract starts, but your
 residential fees will be charged from this time regardless of whether you
 pick up your keys.
- Keys and certain access cards remain the property of the University and should be returned to ResLife at the end of your contract period or on termination of your occupancy.
- During your stay in accommodation, you may be asked to produce your Student Identification by ResLife personnel or Security Staff.
- Keys must not be duplicated or given/loaned to any other person.
- If keys/ access cards are lost or otherwise cannot be returned on departure, you may be charged for the room daily, for replacement of keys/cards, and/or changing the locks.
- You should always carry your keys/access card with you.
- If you lose your keys/access card, you should report this immediately to ResLife/Facilities Services.
- University/Facilities Services staff on duty may have access to master keys
 for use in bona fide emergencies but are not expected to needlessly devote
 their time to unlocking Residents' doors. Staff will levy an administrative
 charge of £10 if you repeatedly seek the use of master keys to gain access
 to your accommodation.

 University/Facilities staff retain the right to enter your house or apartment at any time. However, you will be given 7 days' notice of intention to enter your bedroom unless in the event of an emergency.

3.2 RESIDENTIAL FEES

- You must pay your residential fees, charges, costs, and fines (if appropriate) as required.
- If you are in financial difficulty that may affect your ability to pay, then you should contact ResLife immediately to renegotiate payment arrangements.
 ResLife fees guidance is available on our webpage at <u>ulster.ac.uk/accommodation/forms-and-documents</u> and includes information on the debt recovery steps that will be taken by ResLife up to and including the serving of a Notice to Quit (NTQ).
- If you are in financial difficulty, you should seek advice from the Student Money Coordinator by emailing sma@ulster.ac.uk.

3.3 INVENTORY/ROOM CONTENTS SHEET

- The online inventory module represents the official record of the contents of the accommodation and the room condition at the time you take possession of it.
- You must check the contents and condition of your accommodation and note any discrepancies on the online inventory within 7 days of arrival.

3.4 FURNISHINGS/ROOM CONTENTS

- You are not permitted to provide your own furniture (for example, a camp bed).
- Any additional furnishings provided such as curtains, cushions etc. should be in accordance with the Furniture and Furnishings (Fire) (Safety) Regulations 1988.
- You may not alter or make repairs to any property or furniture within accommodation.
- You are not permitted to remove furniture from your bedroom or from the kitchen. All furniture must be accounted for during inspections.
- You must not bring large items of furniture or equipment into your accommodation or bedroom that may impede your exit during an emergency e.g., sofa.

3.5 DAMAGES

- You agree to accept full financial liability for any loss/damage you or your guests/visitors may cause to University property.
- You will be held liable for any accidental or intentional damage caused by you and/or your guests/visitors to any University property within residences and will be expected to make full payment for repair or replacement.
- Where damage/loss is caused by unidentifiable persons, the financial liability will normally be borne by all residents of the area concerned, at the discretion of Residential Life, and additional charges raised as appropriate.
- An invoice for the cost of the damage/loss will be forwarded to you, and you will be given 7 days to take responsibility and pay.

- After 7 days, if responsibility has not been taken and costs remain unpaid, an administrative charge of £25 will be added and debt recovery steps taken.
- If you are in financial difficulty that may affect your ability to pay, then you should contact ResLife immediately to renegotiate payment arrangements.
 ResLife fees guidance is available on our webpage at ulster.ac.uk/accommodation/forms-and-documents and includes information on the debt recovery steps that will be taken by ResLife.
- If you or your guest/visitor are responsible for malicious damage or abuse to property or equipment you may be immediately removed from accommodation and referred to the Director of Campus Life who may ratify the expulsion and/or, refer you to the Disciplinary Committee.
- If you are removed from accommodation for such offences, you will
 be required to pay the equivalent of four weeks' residential fees as an
 administration charge for students departing the accommodation as per 3.8.

3.6 REPAIRS

- You must report any repairs/defects to ResLife or the Facilities Manager without delay.
- By reporting a repair, you are authorising access by appropriate persons to carry out the repair; it is not possible to arrange by appointment.
- If a repair is required to be completed within your bedroom, please ensure
 that the room/ensuite is clean and tidy so that the repair can be completed
 with no danger of damage or disruption to your personal belongings. If a
 bedroom/ensuite is not clean there may be a delay in completing the repair
 and charges levied for cleaning.

3.7 ROOM CHANGES/TRANSFERS

- If you are experiencing any issues or problems within your accommodation, we recommend you try to speak with those involved informally. If that does not address the issue, please speak to a member of the ResLife team who can assist with dealing with the issue(s) raised. Room transfers to an alternative room may also be an option however this flexibility may be limited due to restrictions in place for Covid-19.
- Requests for room changes/transfers may be considered at the discretion of ResLife.
- No room changes/transfers will be permitted where there are outstanding debts.
- An admin fee of £25 must be paid if a suitable room is available and the transfer request is approved. This fee may be waived where there are pressing medical/social circumstances.
- If you make an unauthorised room change, you will be required to move back to your allocated room and charged accordingly if cleaning is required.
- The University reserves the right to require you to transfer to an alternative room, should there be an operational requirement. In such circumstances, you will, as far as possible, be given at least 48 hours' notice in writing. However, in emergencies immediate transfer may be required.
- For students sharing twin rooms or one-bedroom apartments if the joint
 occupant departs/transfers before the end of the contracted period then the
 other party will remain liable for the full cost of the room or be required to
 move to an alternative room and pay the appropriate cost.

3.8 ADMINISTRATIVE ARRANGEMENTS

3.8.1 WITHDRAWING FROM YOUR COURSE AT ULSTER

- If you are withdrawing from your course of study and will no longer be a student at Ulster University, you will be released from your Accommodation Contract.
- You will need to complete a withdrawal request online.
- Application to early depart residential accommodation Ulster University
 Accommodation and your faculty must send confirmation by email that you
 are leaving your course.
- You will be liable for residences fees until all belongings have been cleared from your accommodation (see 3.9), your key/access card has been returned or your official withdrawal date (as advised by your faculty) whichever is later.
- You will be charged to the nearest Saturday and a contract cancellation charge (see 3.8.3).



3.8.2 SERIOUS MEDICAL CONDITION

- It is only in exceptional circumstances that are beyond the control of
 a resident that we have the discretion to release residents from their
 Accommodation Contract e.g. If a resident develops a serious medical
 condition or disability after arrival at University which has impacted their
 ability to live independently, they can apply to "Early Depart."
- Application to early depart residential accommodation Ulster University Accommodation. You will need to provide supporting medical evidence to substantiate your application.
- Provision of medical evidence does not guarantee release and will be at the discretion of the ResLife Management.
- Pre-existing conditions that may be impacted by living in University
 accommodation/away from home should be disclosed at the time of
 applying so suitable adaptations and support can be arranged via
 Accessibility and/or Student Wellbeing teams at the University.

3.8.3 CONTRACT CANCELLATION CHARGE

 In all cases where a resident has already arrived at accommodation and is released from their Accommodation Contract as outlined in 3.8.1 and 3.8.2 you will be required to pay a contract cancellation charge (equivalent to four weeks residential fees).

3.8.4 FIND A REPLACEMENT

- If a resident finds another student to take over their Accommodation Contract (who is not already living in University accommodation) they will be released, and a £50 administration fee will be charged to cover costs involved.
- The current resident will be charged Residential Fees up to the date the replacement takes over the contract.

3.8.5 CANCELLATION PRIOR TO CONTRACT COMMENCEMENT AND ARRIVAL

- You may terminate this Agreement if the terms outlined in a and b below are met:
 - (a) you have not yet taken up occupation of the Accommodation; and
 - (b) you have notified the Accommodation Office in writing of your wish to terminate this Agreement.
 - (c) The £100 booking fee is non-refundable once an accommodation offer is accepted.
 - (d) If we successfully reallocate your room any pre-payment of fees will be refunded minus an administrative fee of £50 levied to cover any costs involved.
 - (e) If we are unable to reallocate the room, you will still be released however will be charged the full contract cancellation charge (equivalent to four weeks residential fees) plus any outstanding residential fees which may have been accrued by that date.

3.8.6 DEPARTURE

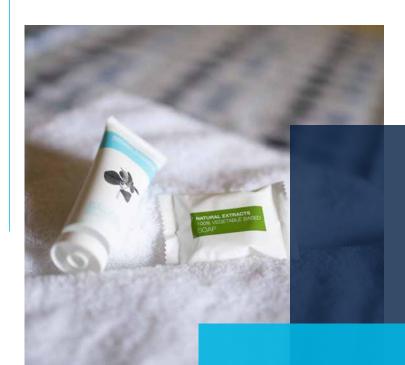
- At the end of your current license agreement period, you must vacate the accommodation and return all keys.
- You must lock your room and return keys to ResLife by 12 noon on the
 last day of your contract unless other arrangements have been made in
 advance. You should ensure that study bedrooms and communal areas are
 locked when leaving.
- Check that windows are closed and secure.
- Accommodation must be left clean and tidy and cleared of all personal possessions. All food should be removed from cupboards and fridges/ freezers, etc. and disposed of in the bins provided.
- Additional cleaning charges may be levied in respect of residences not left in an acceptable condition.

3.9 LOST/LEFT PROPERTY

- Residents are required to remove all personal possessions at the expiry of the accommodation contract or when transferring to an alternative room.
- Any personal items of value found in University accommodation after contract expiry will be retained in secure storage for a limited period as per the Lost/Left Property procedure available here <u>ulster.ac.uk/data/assets/pdf_file/0008/89819/50264U2497LOST-PROPERTY-INFORMATION62016.pdf.</u>

3.10 SUMMER ACCOMMODATION

- If you wish to stay on in accommodation during the summer period, you should submit an online application to book accommodation for the summer period.
- If you are permitted to stay during the summer vacation period, you may be required to transfer to another room.
- You will NOT be permitted to stay over summer if you have unpaid residential fees or charges owing on your account.
- If you book for the summer and subsequently, cancel or withdraw before
 the end of your contract period you will be required to pay the equivalent
 of one week's residential fees as a cancellation charge.





4.0 FIRE AND PERSONAL SAFETY

Now that you are away from home and living independently, your personal safety becomes a priority, but you must take responsibility for this; the prevention of fires and other hazards is everyone's responsibility, and your co-operation is essential.

4.1 FIRE PREVENTION

- Do not tamper with the safety equipment, door closures or signage.
- Do not leave a cooker, microwave, toaster, barbeque, or any cooking appliance unattended whilst cooking.
- Cooking between 12 midnight and 6am is prohibited.
- If a fire extinguisher is discharged for any reason, the occurrence must be reported to ResLife as soon as possible.
- Do not obstruct or prop open fire doors.



4.2 FIRE SAFETY

- You must comply immediately with any requirement served orally or in writing by the University in connection with Fire Safety, including the safe use of electrical equipment, in accordance with the relevant legislation.
- You must familiarise yourself with the location of fire exits, fire alarm systems and firefighting equipment.
- You must participate fully in any fire drills which are held.
- You must treat every alarm as an emergency. If you act as if it is a false alarm and fail to evacuate, or you take your time evacuating the building, you could lose your life.
- Testing of the fire alarm systems is carried out periodically.
- Activating a false alarm, or tampering with any fire safety equipment, fire
 doors or emergency telephones is irresponsible, and puts every Resident's
 life at risk.
- Failure to evacuate in the event of alarm activation (whether a drill or real
 activation) or being too slow to evacuate will result in disciplinary action and
 an automatic £50 fine. Evacuation should take a maximum of three minutes.
- You have a duty to report any instances of damage or abuse of the fire safety equipment, in the interests of all Residents who may rely on the equipment in an emergency.
- If you or your guest/visitor is responsible for abusing fire notices or equipment you may be referred to the Director of Campus Life or the Disciplinary Committee.
- If you are removed from accommodation for fire offences (or those committed by your guests/visitors), you will be required to pay costs of accommodation including a contract cancellation charge as outlined in section 3.8.3.

You may also be subject to criminal prosecution.

4.3 ELECTRICAL APPLIANCES

- All electrical appliances must be used carefully, taking note of the electrical loading limits of the wiring and the danger of fire.
- On campus, only appliances rated fewer than 2 amps should be used.
- The University regularly tests all electrical items it supplies.
- Irons and cooking appliances must in no circumstances be used in study bedrooms.
- You must make sure that trailing cables of table lamps, radios, etc., do not constitute a hazard.
- You must not attempt to repair any faulty appliance, remove light fittings, or light bulbs.
- The University reserves the right to enter any study bedroom to investigate
 or repair an electrical fault, and to remove and/or confiscate any electrical
 or other equipment if it is deemed that its use is likely to cause a fire or other
 health and safety hazard.
- To comply with legislation, any personal items of electrical equipment must be certified as safe by a qualified electrician and have a valid portable test certificate. The University reserves the right to remove items that have not been tested.

4.4 PERSONAL SAFETY/BUILDING SECURITY

- All external doors should be kept closed. You and your guests/visitors must enter only via the front or main entrances. Other doors are for emergency use only.
- Do not allow people whom you do not know to enter any part of the accommodation. You are responsible for what happens within the accommodation and will be liable for any damage by person's unknown.
- Do not prop open doors.
- Keep your own bedroom door locked, even if you will only be away a brief time.
- When leaving your house/flat, make sure that all ground floor windows are secured.
- If you jeopardise the security of a building by loaning your ID cards or keys, entering or exiting via windows, propping open doors, or letting in strangers, you may be subject to disciplinary action.



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4.5 HAZARDOUS ITEMS/BEHAVIOUR

- Real or replica firearms, air-powered guns, offensive weapons, fireworks, flares and other pyrotechnics are not permitted in University accommodation or grounds.
- Candles, incense burners, barbeques, electric fairy lights, electric blankets, heaters, grills and other naked flames are hazardous, and their use is not permitted in University accommodation.
- The use of any type of chip pan or deep fat fryer is prohibited.
- Barbeques may only be used in external, specially designated areas.
- The playing of ball games, or using projectiles, etc. is not permitted within accommodation or close to residential areas.
- The throwing of any objects from windows in residential areas is not permitted.
- We may remove from the accommodation items that we consider to be hazardous or dangerous. If an item is removed, you will be contacted and advised how you may recover the item however such items cannot be brought back into accommodation.

4.6 USE OF ALCOHOL

- Being under the influence of alcohol does not justify or excuse irresponsible behaviour.
- If you choose to consume alcohol, you are expected to do so in a
 responsible way. If the general permission to consume alcohol is abused, it
 may be limited or withdrawn at the discretion of the designated University
 Officer.
- Guests/visitors under the influence of alcohol may be refused permission to enter or remain in accommodation.
- The use of alcohol in public areas in some campuses is prohibited however, special written permission can be provided for alcohol consumption at special events. Where the approval to consume alcohol in public on University property is abused the University may withdraw that privilege.
- Designated alcohol-free areas are available within University
 accommodation and should be respected by residents, their guests and
 visitors. Failure to do so may result in residents being transferred to nonalcohol-free areas and/or sanctioned via the Disciplinary Procedures.



4.7 SUBSTANCE MISUSE

- The illegal possession of, or misuse of illegal/prescribed or any other drug related substances is illegal and against University policy. Any action that breaches any drugs-related legislation will be regarded as a serious disciplinary matter.
- On all occasions, Residents found using drugs will be referred automatically to the Police Service of Northern Ireland (PSNI) and the Director of Campus Life who may refer to the University's Disciplinary Committee.
- Immediate action (which may include removal) may be taken if the safety or well-being of residents is affected, or the supply of drugs is involved.
- This includes the use of any substance intended to produce a legal high, hallucinogenic or similar effect, as it may result in the termination of this agreement and your removal from University accommodation.
- If you have information in relation to an arrestable offence you must inform the PSNI within a reasonable time. It is a criminal offence to occupy premises and knowingly allow drug related offences to take place.

4.8 **SMOKING POLICY**

- In line with University policy, accommodation is completely non-smoking.
- · Smoking is prohibited inside buildings.
- It is also prohibited at the entrance to some buildings.
- Residents are asked to smoke at the designated smoking areas only.
- This policy includes the use of e-cigarettes.

- If you breach this policy, you will be subject to disciplinary action.
- Residents who decide to smoke in designated areas externally are responsible for the appropriate disposal of used cigarettes in the ash bins provided.

4.9A LEGIONNAIRES

- The University ensures that accommodation meets its statutory obligations under Legionella by inspecting, flushing, and sterilizing water outlets.
- Students who have been away from accommodation for more than 7 days at any time should flush their toilets and run their shower/wash hand basins on returning.

4.9B COVID-19

- You agree to abide by any Government and/or Public Health Agency guidelines that may operate and apply within Northern Ireland during the period of occupancy. Reference to Government within these Terms and Conditions shall mean local, regional or central government as applicable.
- As the guidance issued by the Government and/or Public Health Agency is evolving and changing you agree to keep yourself informed and up to date with latest guidelines.
- You agree to abide by the rules and guidance in relation to Covid-19 set out within these Terms and Conditions and available on the University website at ulster.ac.uk/coronavirus.

5.0 COMMUNAL LIVING

Unlike living alone, when living in a communal environment, you must be sensitive to the needs of your housemates and neighbours, and a degree of compromise and tolerance is required – you are responsible for your behaviour and that of your guest(s)/visitor(s) and fully accountable for your and their actions.

5.1 RESPECT FOR OTHERS

- Entering another resident's room or disturbing his/her property without permission is prohibited.
- Designated University Officers have authority to remove from accommodation any Resident who ignores the rules or behaves in an inconsiderate manner towards fellow Residents and others.
- You agree to endorse and abide by the University's Equal Opportunities and Bullying and Harassment policies. Behaviour of a discriminatory nature against a person's race, religion, sex, gender reassignment, sexual orientation, age, political opinion, or disability are contrary to Section 75 of the Northern Ireland Act 1998 categories and will not be tolerated. This includes the display of any material/emblems, behaviour, or use of language which includes the use of social networking sites and texting that may cause offence.
- Agree not to display in windows within your room or kitchen, or in any other
 prominent place within the premises, clothing, posters, advertisements, items,
 images or text which in the reasonable opinion of the University could be
 construed as offensive or unsightly to other students, other members of staff
 or members of the public.

- We may remove items from the accommodation that we consider to be
 offensive which includes flags and emblems. If an item is removed from your
 room/kitchen you will be contacted and advised how you may recover the
 items which cannot be brought back into the accommodation.
- In neighbourhoods where University accommodation is adjacent to
 residential areas of the local community, it is important that respect is given
 to neighbours, and their right to "quiet and peaceful enjoyment". The onus
 is on you to behave responsibly and with consideration for other members
 of the community. The Police are made aware of complaints and may take
 appropriate action as necessary.
- Where the conduct of an individual is deemed to have brought discredit to the University, disciplinary proceedings may be instigated in relation to the students concerned, in addition to any measures taken by the police.



5.2 NOISE

- You agree that your accommodation will always be occupied in such a way as to cause no disturbance or inconvenience to the occupants of neighbouring rooms or premises.
- Unacceptable noise is any sound, human or otherwise, which is, or may be disturbing to others, either within University accommodation or in neighbouring residential areas.
- Quiet hours are 11.30pm to 7.00am, during which period it should be quiet enough to permit each Resident to sleep.
- During the designated Exam periods a zero-tolerance noise policy will be instigated, and any breach will result in disciplinary sanctions.
- Other hours are "courtesy hours", during which you are expected to reduce noise levels when asked to do so by another Resident, Resident Assistant, Night Support or Security Staff. It is the responsibility of the University staff to determine what an acceptable level of noise is.
- The playing of musical instruments and stereo/hi-fi systems, televisions, etc., should be within reason, moderation, and consideration.
- A fine may be imposed if you or your guests/visitors breach the noise regulations.
- We unfortunately cannot regulate the level of external or environmental noises e.g., traffic.

5.3 CLEANLINESS, HYGIENE AND WASTE DISPOSAL

- You are responsible for the cleaning of your study bedroom, and to co-operate with fellow residents to keep communal areas of houses and apartments in a clean and tidy condition.
- You are advised as part of our response to Covid-19 to use the cleaning equipment provided for the various communal areas before and after use in line with government and public health guidelines.
- As part of government and public health guidelines you are advised to regularly wash your hands thoroughly for your safety and that of your "household".
- You must not leave dirty cooking utensils/crockery in kitchen areas, and cookers/worktops must be wiped down after use, particularly after spillages.
- You must not leave rubbish (or any items considered unsightly) outside residential blocks (which includes picnic and barbeque areas).
- Rubbish must be deposited in bags in the designated bin areas provided.
 It must not be left beside bins, barbeque areas or picnic tables as this may attract vermin. Any rubbish left outside residences will be removed by University or Facilities Management staff and all residents in that area will be liable for the costs of disposal.
- Residents must use the appropriate bin when disposing of rubbish and use the food waste and recycling bins correctly.

5.3 CLEANLINESS, HYGIENE AND WASTE DISPOSAL (CONTINUED)

The University reserves the right to make periodic inspections of bedrooms to ensure that basic hygiene standards are maintained. At least 7 days prior written notice will be given, and you may be in attendance by pre-arrangement with ResLife.

- Regular checks will be made of communal areas, including kitchens.
- Failure to meet the required standard will result in a 24-hour Notice being issued for the condition to be rectified by the Resident(s) concerned. If the situation is not rectified, the University will:
 - Arrange to have the area(s) concerned cleaned, and all charges passed on to the Resident(s). Please refer to the list of standard charges available on our website.
 - Arrange for dishes/crockery/cutlery to be removed and disposed of;
 and
 - Commence disciplinary action against the Resident(s) concerned.

5.4 GUESTS/VISITORS

- A guest is someone who stays with a hosting Resident overnight.
- Guests may not stay any longer than two nights in any consecutive sevenday period.
- For special events the number of guests will be restricted, and bookings
 of guests may be permitted only up until a notified time/date and/or a
 maximum number of guests per building.
- For your benefit to allow you settle in/integrate, get to know your flat mates and to reduce noise while you are trying to study guests will not be permitted to be signed in during Welcome Week, Semester 2 arrivals and exam periods.
- Guests must be signed in at ResLife Office in advance and carry a guest card. Guests not signed in in advance will be asked to leave and you may be fined for permitting access without authority.
- You are fully responsible for and will be held liable for the actions and behaviour of your guests/visitors.
- Guests will be refused entry or asked to leave if not accompanied by you.
- The identities of all guests/visitors may be checked, and co-operation is required. Guests must always carry their guest pass with them and present ID when requested.
- Residents may only sign in one guest, who must be over 18 years old.
- A visitor is someone who does not stay overnight and leaves by 1.00am.
- The University reserves the right to refuse admission to any guest/visitor and require him/her to leave.

5.5 HEATING/VENTILATION

- All accommodation is centrally heated, and you are not permitted to bring your own heating appliances. Any additional heaters found within the accommodation will be confiscated.
- ResLife may request you to confirm your occupation of accommodation during holiday periods (for example Christmas and Easter) to facilitate the reduction of energy consumption.
- To prevent and cure condensation/mould growth, you should provide
 continuous warmth combined with frequent ventilation to aid a good air
 circulation. Please open your windows and curtains regularly ~ even in
 cold weather ~ to reduce the risk of condensation.
- Please use the extractor fans located in the shower rooms and open the windows whilst showering.
- The drying of clothing on radiators or in communal areas is prohibited, as this is a prime cause of condensation and mould growth/staining.

5.6 ENERGY EFFICIENCY/RE-CYCLING

In the interests of energy efficiency, and to be environmentally friendly, you are asked to observe/carry out several practices whilst living in University accommodation:

- Turn off all unnecessary lights, taps, and electrical appliances, and radiators when not in use during warm weather.
- Take all used glass bottles, paper, and cardboard to re-cycling areas (where provided).

5.7 SOCIAL MEDIA GUIDELINES

The University has published social media guidelines for students which are available at ulster.ac.uk/student/policies/social-media-guidelines.

The main points to note are:

- You must not include contact details or pictures of other students and members of staff without their prior permission. The University monitors all references to Ulster University online and will act accordingly to any references or associations that could bring discredit on the University.
- Any communications made in a personal capacity through social media must not:
 - Do anything that could be considered discriminatory against, or bullying or harassment of, any individual e.g., making offensive or derogatory comments relating to sex, gender reassignment, race (including nationality), disability, sexual orientation, religion or belief or age; using social media to bully another individual or posting images that are discriminatory/offensive or links to such content.
 - Bring discredit upon the University e.g., criticising or arguing with fellow students or other individuals; making defamatory comments about individuals or other groups; posting images that are inappropriate or links to inappropriate content.
 - Breach copyright e.g., using someone else's images or content without permission; failing to give acknowledgement where permission has been given to reproduce something.

6.0 DISCIPLINARY ACTION

The University expects you to conduct yourself as a mature and responsible adult and by your actions contribute positively to the wider residential community. However, when this does not happen, certain consequences will follow. The more serious the violation, the more formalised the process will become, including documentation of the incident, complaint, and decision. You must be aware that such incidents may become part of your academic record and will be considered if you re-apply for University accommodation in the future.

ResLife reserves the right to impose 'precautionary measures' on a student who has previously been convicted of a criminal offence or is alleged to have committed a criminal offence or breach of discipline at an early stage pending the outcome of criminal/disciplinary proceedings.

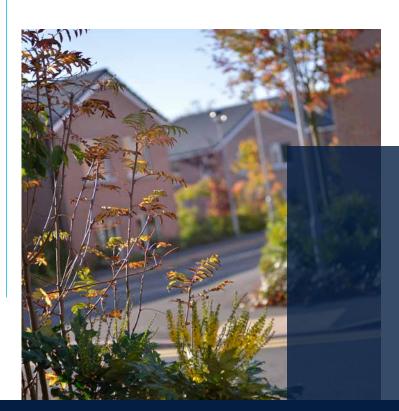
Such 'precautionary measures' will be put in place if they are necessary and may take the form of a resident being transferred, excluded or other conditions imposed as required:

- To ensure that a full and proper investigation can be carried out (either by police or a University investigator); and/or
- To protect the reporting student or others whilst the allegation is being dealt with as part of a criminal process or disciplinary process.
- To ensure the safety of residents, staff, and the public.

The full disciplinary procedure Ordinance XLII, Student Discipline is available at ulster.ac.uk/about/governance/compliance/student-discipline.

6.1 HEAD OF RESIDENTIAL SERVICES/RESIDENTIAL LIFE OFFICERS

• In the interest of the safety and comfort of all, you must cooperate with the requests of the designated University Officers, who act with the full authority of the University. Under this authority, the Head of Residential Life/ResLife Managers/ResLife Coordinators may deal with offences occurring within or in the precincts of University owned or managed accommodation and, in addition to other powers available to them for the maintenance of good order and discipline therein, may impose a fine not exceeding £150 in respect of unacceptable behaviour by you or that of your guests/visitors. Oral and written warnings may be given.





6.2 PROVOST/DIRECTOR OF CAMPUS LIFE

In the case of any disciplinary offences within or in the precincts of
University owned or managed accommodation, the Director of Campus
Life may impose a fine not exceeding £250 in respect of unacceptable
behaviour by you or that of your guests/visitors.

6.3 REMOVAL/BARRING FROM ACCOMMODATION

- Where they deem it appropriate, the Director of Campus Life and the Head
 of ResLife/ResLife Managers are empowered by the Vice Chancellor to
 take any necessary action and, at their absolute discretion in an urgent or
 extreme situation (for example, one which affects the safety and well-being
 of Residents), may summarily remove you and/or your guest/visitor.
- The Director of Campus Life is empowered to bar Residents from occupying
 or visiting residences or their precincts. With the approval of the Director of
 Campus Life, the Head of Residential Life/ResLife Managers may bar you
 or your guest/visitor from occupying or visiting residences or their precincts
 for a maximum of one calendar year.

6.4 DISCIPLINARY PROCESS

- Whilst ResLife will endeavor to provide informal advice and guidance around suitable behaviour if the terms and conditions are breached formal disciplinary action will follow.
- In the first stage of the disciplinary investigatory process if it is identified
 that you have failed to follow the terms and conditions you may receive a
 formal warning. Any further breach may result in formal disciplinary action
 depending on the severity and frequency of the incident.
- Disciplinary breaches are categorized as minor, major, and gross misconduct.
- If a resident fails to comply with the terms and conditions and has ignored the informal warning the next stage is a formal warning which will detail the disciplinary offence.
- Any further breaches or breaches that would be categorised as major or gross will automatically result in formal disciplinary action which will involve a meeting with the ResLife Manager.
- After this meeting you will be advised of the outcome in writing via
 "Decision of an Authorised Officer." The sanction may be a warning: a fine
 up to £150: a recommendation that you leave the University residences
 and referral to the University Disciplinary Committee.
- Failure to attend for interview can be considered as a separate disciplinary
 offence of "failure to co-operate with an officer who is conducting an
 investigatory interview" (under Ordinance XLII Student Discipline) and may
 entail an additional fine or referral to the Disciplinary Committee.

Fines must be paid online or by card at Residential Life office within 10 days. If you are required to pay damages this must be done within **7 days** of notification. Failure to pay fines or damages within the designated period will incur additional administrative charges of £25. Persistent failure to pay will result in debts being forwarded to debt collection agencies for redress.

6.5 DISCIPLINARY COMMITTEE

- For serious offences, you may be referred to the University Disciplinary
 Committee. The Disciplinary Committee can impose severe fines or suspend
 you from your course or both. For example, you will be disciplined if you
 deface or destroy property. In the worst cases, you can be expelled from
 the University. Depending on the nature of the offence, if you are convicted
 by a Court, you may also face disciplinary action by the University.
- Serious drug abuse, sexual or physical assault and persistent harassment are just some of the offences that may be referred to the Disciplinary Committee.

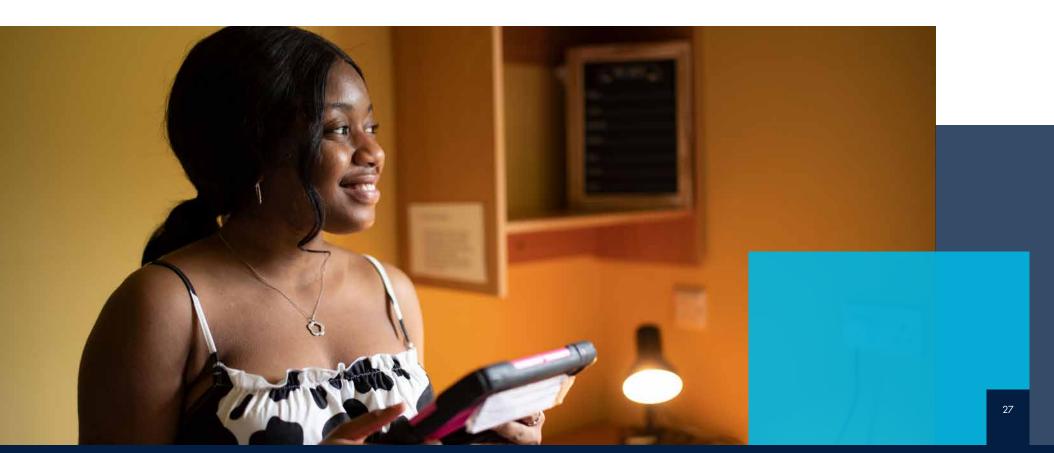
6.6 ADVICE AND SUPPORT

- If you are called to attend a disciplinary meeting or the Disciplinary Committee, you are encouraged to be accompanied by another member of the University (usually a Students' Union representative).
- Always make sure you know what is involved in your case. It is your responsibility to ask questions where necessary and put up a coherent defence.

Additional guidance on University disciplinary procedures can be found at ulster.ac.uk/about/governance/compliance/student-discipline

6.7 APPEAL

You may appeal against penalties (including fines) imposed by the Director
of Campus Life, Head of ResLife, ResLife Manager or ResLife Coordinator.
A written appeal must be lodged within 10 days of notification of the
penalty. The appeal should be addressed to the Office of the University
Secretary, Planning and Governance Services, Ulster University, Coleraine
BT52 1SA.



Department of Campus Life
Residential Life

ulster.ac.uk

