

Scope and Context

1. Scope and Context

These regulations, made under the general regulation for student accommodation, apply to all student accommodation. All students on enrolment accept an obligation to comply with all College Regulations as applicable, throughout their period of study. Students who are offered a place in accommodation are at that time made explicitly aware that the Regulations are binding upon them. The College's Regulations are in line with the [Universities UK Code of practice](#), relating to student accommodation, to which it subscribes.

Definitions

2. Definitions

Unless the context requires otherwise, definitions shall be as set out in the definition section of the Accommodation Agreement.

'Head of Department' refers to the Head of Accommodation Services or nominated person responsible for residential accommodation.

"Fees" includes all items referred to in clause 4.1 of these Regulations.

Period of Residence

3. Period of Residence

3.1 Residence shall be for the period of time detailed in the e-document and Accommodation Agreement, and the schedule of fees as outlined in the e-document subject to earlier determination in accordance with these Regulations.

3.2 Students shall not be entitled to move into other College accommodation, including room changes, during the course of the Accommodation Agreement without the consent of Accommodation Services and without completing a new Accommodation Agreement. Students with hall debts, including but not limited to the non-payment of the Fees, shall not be entitled to move into alternative Accommodation. All room changes other than those due to medical grounds, and which are supported by a doctor's certificate, shall be subject to an administration fee, payable in advance of the move.

3.3 Students who for any reason vacate their College accommodation earlier than the date set out in the Accommodation Agreement without prior written consent from the College shall not qualify for refund of the Fees and the deposit will be forfeit. The student shall remain liable for payment of the Fees the duration of the Accommodation Agreement.

3.4 The College shall be entitled to terminate the Accommodation Agreement upon withdrawal or interruption from or termination of the student's programme of study providing 28 days notice to end the Accommodation Agreement. In such cases rebates may be claimed for the remainder of the term's accommodation fee and for the deposit. Students who withdraw from the College, interrupt their studies or their student status changes, for whatever reason, must notify Accommodation Services immediately.

3.5 Keys and door entry/fobs cards must be returned immediately upon the expiration of the Accommodation Agreement. Students who fail to comply and reasonable endeavours have been made by staff to ascertain that the room is vacated, will be charged for a lock change with the cost being charged back to the student.

3.6 The Accommodation Agreement is personal to the student and no sub-letting, sharing of occupation (unless with prior agreement in writing from Accommodation Services if allocated in to a double occupancy room or studio) or possession or other dealing with the Accommodation, with or without financial gain, is permitted.

3.7. The College may require a student to move rooms for any reason on not less than 5 days' written notice or immediately in the case of an emergency.

Fees

4. Fees

4.1 Fees shall cover the cost of Accommodation, seasonal heating, lighting, water rates, gas and electricity and shall be payable in advance. Fees are payable in accordance with the fee schedule provided at the point of an offer of the Accommodation on the e-document. The setting up of a payment schedule is required prior to moving in to Halls.

4.2 Students must make arrangements to pay their fees in full (as outlined in the e-document) on the due dates noted. Failure to make payment of the appropriate sums on the due date will result in disciplinary action being taken, as outlined in Paragraph 10 and the Accommodation Arrears Procedure <http://www.gold.ac.uk/accommodation/fees/>.

4.3 Failure to provide payment or to provide a suitable guarantee of payment will result in the instigation of the formal disciplinary procedures as detailed in paragraph 10.

4.4 Students experiencing difficulty in the payment of Fees must notify Accommodation Services immediately. Students should also note that the date when Fees are due is not affected by non-arrival of grant or other maintenance monies.

4.5 Students in arrears with Fees for a period greater than 28 calendar days from the due date shall be deemed to be in breach of the Accommodation Agreement and appropriate action will be taken in accordance with the provisions of paragraph 10 of these Regulations, following the procedure for students who are in accommodation arrears as detailed [here](#).

4.6 Legal proceedings may be invoked against students in order to recover any outstanding monies owed to the College and/or possession of the Accommodation (if such is necessary).

Deposits

5. Deposits

5.1 A deposit shall become due upon acceptance of a place in College accommodation of the amount stated in e-document and the Schedule of Fees. It is refundable at the end of the period of the Accommodation Agreement (provided the student has left the premises permanently), less such sums which may become due to the College to cover the cost of damage to the fabric or furnishings of the premises and/or communal areas, the non-return of keys or access cards/fobs, or for unpaid rent or any other monies due to the College.

5.2 The College shall use all reasonable endeavours to refund all such deposits less deductions within 28 working days after the end of the Accommodation Agreement.

5.3 The level of the deposit shall be reviewed annually.

5.4 Individuals or groups of students who are responsible for careless or wilful damage to College accommodation shall be charged for the cost of repairs or replacements. If the cost of such repairs or replacements exceeds the level of the deposit held on behalf of the student or students (as the case may be) the student or students shall be required to pay the shortfall. Students who fail to pay the shortfall within 28 calendar days of demand shall be deemed to be in breach of the Accommodation Agreement and appropriate action will result in the instigation of the formal disciplinary procedure as detailed in paragraph 10.

5.5 Amounts that may be withheld from the deposit if appropriate at the end of the term of the Accommodation Agreement are:

- (1) An hourly rate as stated in the Halls of Residence Terms and Conditions for any additional cleaning and time spent removing any possessions left behind at in the Accommodation at the end of this Accommodation Agreement.
- (2) The cost of storage of items for no more than four weeks unless agreed otherwise after which items will be disposed of and an administration charge applied at the level stated in the Halls of Residence Terms and Conditions.
- (3) A replacement charge as stated in the Halls of Residence Terms and Conditions for any lost keys, fobs and entry cards.
- (4) Charges for any repairs.
- (5) Charges for repairing and/or replacing any damaged items.
- (6) Any unpaid penalties applied as referred to Section 10.2 of these Regulations.

Health and Safety

6. Health and Safety

6.1 Fire

6.1.1 Students and their visitors must observe the Fire, Safety and Security Regulations at all times (as attached to the Accommodation Agreement and your allocated hall terms and conditions and updated from time to time.).

6.1.2 Students must not under any circumstances tamper with any fire detection, safety or fire fighting equipment (to tamper with fire fighting equipment is also a criminal offence). In the event of any concerns regarding such equipment, this should be reported to the Accommodation or Estates Office or the out of hours staff available.

6.1.3 Failure to observe such Fire, Safety and Security Regulations is regarded extremely seriously and will normally result in a fine being levied and/or the termination of the Accommodation Agreement and in action being taken under the General Regulation for Student Discipline.

6.1.4 Students may not bring additional furniture into College accommodation. Any found will be removed and may be reclaimed at the end of the Accommodation Agreement.

6.1.5 The use of inflammable substances, candles, joss sticks and ionisers is prohibited in College accommodation. Such items will be removed and may be reclaimed at the end of the period of the Accommodation Agreement.

6.2 Electrical and cookery equipment

6.2.1 All electrical equipment must be fitted with a suitable and fused plug and, where necessary, fitted with suppressors.

6.2.2 All equipment must be kept in a safe condition.

6.2.3 In no circumstances may a student add to or interfere with electrical circuits or installations of the premises and the shared facilities.

6.2.4 The use of portable heating equipment in the Accommodation and/or shared facilities is forbidden. Any found will be removed and may be reclaimed at the end of the Accommodation Agreement.

6.2.5 Cooking and catering must only be undertaken in the designated kitchen areas and in no circumstances may cooking equipment such as toasters, kettles, grills, hotplates or refrigerators be used in study bedrooms. Abuse of this regulation or other Regulations relating to the safety of residents in the accommodation will be regarded as serious and may result in the instigation of the formal disciplinary procedure as detailed in paragraph 10.

6.2.6 Students may be required to have their own electrical equipment checked by the College's engineers. Unsafe or unsatisfactory equipment may be removed for safekeeping by the College without notice in the interests of safety and may be reclaimed at the end of the Accommodation Agreement.

6.2.7 The use of deep fat fryers is not permitted within College accommodation. Any found will be removed and may be reclaimed at the end of the Accommodation Agreement.

General Conduct

7. General Conduct

7.1 Respect for other students

7.1.1 In order to establish and maintain an atmosphere conducive to study and for the general well-being of the residential community(both within and outside of the hall of residence), the College expects students in residence to conduct themselves, at all times, in a manner that does not cause nuisance or offence to their fellow students.

7.1.2 All members of the College – staff and students – and others on College premises or taking part in College activity will be expected to behave consistently with our values related to Equality and Diversity, and take responsibility for their role in our shared effort to make progress as outlined in the General Regulations.

7.1.3 Students are expected to show particular consideration in respect of noise nuisance from radios, stereo equipment, televisions or any other device for producing sound. These must not be audible outside the premises.

7.1.4 Any student whose behaviour persistently causes nuisance to other students or any single serious or significant act will be subject to the instigation of the formal disciplinary procedures as detailed in paragraph 10.

7.1.5 At all times residents must keep noise to a reasonable level. Between 11pm and 7.30am (the 'Quiet' Hours) noise must be kept to an absolute minimum.

7.2 Care of the College accommodation

7.2.1 Students shall not make any alteration to their Accommodation or to the shared facilities whether structural or otherwise, or any change in the scheme of internal decoration.

7.2.2 All display materials such as posters, charts, photographs, decorations must be confined to the designated display boards. Display materials must not be attached to walls, ceilings or woodwork using pins, nails or any adhesive substance.

7.2.3 Students shall exercise due care in the use of the facilities, Accommodation and/or common parts in order to keep them clean and tidy and to maintain in good order, the decorations, fittings and furnishings of their premises, including the doors and the shared facilities. Any damage to, or defacement of, College property will be charged in full to the student responsible. Where responsibility cannot be attributed to a particular student, all students having access to that area within the hall of residence will be deemed to be equally responsible.

7.2.4 Furniture and equipment must not be removed from the Accommodation, shared facilities or communal areas and any damage to the premises, shared facilities or communal areas, including damage to furniture and equipment, must be reported immediately to the Manager.

7.2.5 Keys, entry cards and fobs must remain in the personal possession of the resident student throughout the Accommodation Agreement.

7.2.6 Students shall be responsible for keeping their Accommodation in a clean, tidy and safe state and shall return the Accommodation at the end of the Accommodation Agreement in this state.

7.2.7 Students must ensure their Room is always in a safe condition, particularly regarding electrical equipment and must report any damage, defect or fault via the online fault reporting system or in an emergency to an appropriate member of halls staff.

7.2.8 Students must participate and share in the cleaning of kitchen areas. Specific cleaning scheduled for your hall can be found in the Halls of Residence Terms and Conditions.

7.2.9 Students may apply to the College for a room move subject to an administration charge at the level stated in the Schedule. Any such move is subject to availability of a suitable room and is at the College's discretion.

7.2.10 Students shall comply with the General Information as attached to the Accommodation Agreement and as updated from time to time and notified to the Student and any other regulations made by the College from time to time and notified to the Student.

7.2.11 The Manager or responsible staff may carry out Accommodation inspections in each academic term. If the Accommodation is in an unsatisfactory condition the College will serve 24 hours' notice on the Student to remedy any problems following which a further inspection shall be carried out. If the

Accommodation is still found to be in an unsatisfactory condition the Manager will arrange for the Accommodation to be cleaned and the charges for this will be charged to the student.

7.2.12 Students shall allow the College and its staff or those managing the Halls on its behalf to have access to their Rooms to attend to any maintenance issues and day to day duties provided that the staff provide appropriate identification and have given reasonable written notice. Such notice shall not be necessary in the following instances

- (i) Where staff are responding to a maintenance report request;
- (ii) In the case of an emergency (particularly if it is felt residents or property are in danger);
- (iii) If there is a breach of the Accommodation Agreement; or
- (iv) if an activity is reported at the Accommodation which is causing disturbance or distress to other residents or neighbours.

7.3 College staff

7.3.1 Students shall be required to permit the Manager and duly authorised personnel, contractors and other work persons, to enter the Accommodation to undertake work such as cleaning and maintenance of the Accommodation at all reasonable hours of the daytime or at any time during an emergency or when a breach of the Accommodation Agreement is suspected.

7.3.2 Students will be required to allow access to the Accommodation by the Manager, or other authorised personnel, to undertake regular maintenance and occupancy status inspections.

7.3.3 Confrontational behaviour, including foul language and any behaviour contrary to the College's Equality and Diversity Policies, towards a member of College or contract staff will result in disciplinary action being taken against the student involved.

7.3.4 Students shall comply with any reasonable request that is made by the Accommodation/Estates Office in relation to any dispute, emergency, security matter or in any day to day matter at the Hall of Residence.

7.3.5 In relation to any dispute between students, the College's decision at its discretion is final.

7.3.6 In the event of any dispute between students the College reserves the right to move any student in relation to this on immediate notice.

7.4 Prohibited items

7.4.1 The use of inflammable substances, candles, joss sticks and ionisers are prohibited in College accommodation. Such items may be removed without warning and can be reclaimed at the end of the period of the Accommodation Agreement.

7.4.2 Students are not permitted to keep pets, bicycles, motor bikes or vehicle parts in study bedrooms or communal areas. Bicycles left in bicycle racks or on College property are left at the owners' risk.

7.4.3 The playing of ball games, badminton and frisbee etc. is not allowed in College accommodation grounds or gardens.

7.4.4 Amplified music or other sounds, including musical instruments, may not be played in College accommodation grounds or gardens, except with the use of earphones.

7.4.5 To ensure that the halls of residence remain an environment conducive to study; parties are not permitted. They will be dealt with as an infringement of the Regulations and will result in the instigation of the formal disciplinary procedure as detailed in paragraph 10.

7.5 Smoking

Student accommodation is smoke free. The Goldsmiths Smoke Free Policy applies. [*Smoke Free Policy*]

7.6 Drugs

The possession of any prohibited drug is a criminal offence. This law applies to all areas of College buildings or grounds. The possession and/or use of any prohibited drug by any student or member of staff is not permitted on College premises and could result in the instigation of the formal disciplinary procedure as detailed in paragraph 10, disciplinary action being taken by the college authorities and legal action by the police.

7.7 Alcohol

Misbehaviour resulting from the use of alcohol may result in action being taken and may, if the College considers the misbehaviour to be serious, result in the instigation of the formal disciplinary procedure as detailed in paragraph 10. For students who are under the age of eighteen, alcohol is prohibited.

7.8 Firearms and other weapons

Students may not bring to or store within College accommodation any firearms (including legally held firearms such as starting pistols), fireworks, knives, explosive devices, etc.

7.9 Laundry

Students may not wash clothes in bathrooms or the Accommodation and washing may not be placed on any radiators or be hung up outside windows or within the laundry at the hall.

8. Guests

8.1 College accommodation may be entered only by residents, their bona fide guests and persons having legitimate business at the College.

8.2 One guest over the age of 18 per student is permitted to stay no more than three nights in any seven day period.

8.3 Students shall be held responsible at all times for the conduct of their guests.

8.4 The College may require any guest to leave on immediate notice at any time at the College's sole discretion.

8.5 Guests of resident students must be accompanied at all times. If you are away or on holiday, returned home, or departed at the end of the year, you may not grant permission to any guests to stay in your absence.

9. Safety Policy: Duties of Students

9.1 Students using College accommodation must take reasonable care for their own and others' safety. They must comply with the Health and Safety Policy, Codes of Practice and with the accommodation terms and conditions provided at the time of offer. Students must report to the Accommodation Office any situation which, in their opinion, constitutes a health hazard or involves the risk of injury.

9.2 Students must acquaint themselves with the Fire Regulations in force on each site.

9.3 Regular fire drills shall be held in all College accommodation and buildings must be evacuated when the alarm sounds unless during designated advertised testing times and must be evacuated when continually sounds. Failure to respond to a fire alarm will result in the instigation of the formal disciplinary procedure as detailed in paragraph 10.

9.4 Students must take reasonable care in keeping the College accommodation secure and must not tamper or attempt to bypass security installations. Disciplinary procedures will be enforced as outlined in paragraph 10 if any students found to be in breach of this clause.

9.5 Any intentional acts which could put at risk the health and wellbeing of Students or be deemed a threat to life will be taken very seriously and dealt with under the disciplinary process and may result in termination of the Accommodation Agreement.

Discipline

10. Discipline

10.1 All students are subject to the College General Regulation for Student Conduct. The procedures which follow relate to the student's residence in College accommodation and are to be regarded as supplementary to the College General Regulation for Student Discipline.

10.2 A student in breach of any health and safety policies as outlined in the Accommodation Agreement will face the following penalties:

| Breach | 2017-18 amount |
|---|-----------------------|
| <i>Use of prohibited items e.g. candles</i> | £25 |
| <i>Failure to evacuate the building during a fire alarm</i> | £25 |
| <i>Propping open a fire door</i> | £50 |
| <i>Activation of fire alarm due to negligence</i> | £50 |
| <i>Smoking inside building</i> | £60 |
| <i>Deliberate fire alarm activation</i> | £175 |
| <i>Tampering with fire alarm/detectors</i> | £200 |

10.3 Any breach as described above including failure to attend meetings called to discuss behavioural issues within halls will also result in the instigation of the formal disciplinary procedure as detailed in sub paragraph 10.4 onwards.

10.4 A student in breach of the Accommodation Agreement normally shall be issued with a written warning by the relevant Manager (except in the case of a serious or significant breach in which case notice under clause 10.7 may be served) after an accommodation investigation has been carried out.

10.5 In the event of a further breach of the Accommodation Agreement a student shall be issued with a further final written warning from the Manager.

10.6 In the event of a further breach of the Accommodation Agreement, after having received two written warnings from the Manager under sub-paragraphs 10.4 and 10.5 above, a report shall be submitted to the Head of Department who shall interview the student. After consultation with the Students' Union and the Head of Department shall be entitled to terminate the Accommodation Agreement by giving not less than 28 calendar days written notice.

10.7 Where in the opinion of the Head of Department a Student has committed a serious or significant breach, the College may terminate the Accommodation Agreement by giving not less than 7 calendar days' written notice to the student.

10.8 Notice will have been given by the College if a notice is left in the student's Room.

10.9 In the event that the Accommodation Agreement is terminated in accordance with sub-paragraphs 10.4-7 above, the Head of Department shall submit immediately a report to the Associate Director of Student Support Services and shall send copies of the report to the student's academic Head(s) of Department.

10.10 A student whose Accommodation Agreement has been terminated may appeal to the **Associate Director, Legal Services / Governance and Legal Services** against the decision. The appeal must be made in writing within 7 days upon receiving notice to terminate the Accommodation Agreement.

10.11 The appeal shall be heard by a panel comprising:

- a Pro-Warden appointed by the Warden, as chair
- A manager of accommodation other than that from which the student has been dismissed
- One enrolled student of the College nominated by the Students' Union
- Any person in any way directly associated with the student involved or in the circumstances leading to the hearing shall be debarred from eligibility to serve on the appeals panel

10.12 A student shall be given notice of not less than fourteen calendar days of a meeting of the appeals panel. Such notice will be sent by recorded delivery to his or her last known address as notified to the **Associate Director, Legal Services / Governance and Legal Services**. The College can take no responsibility if a student has failed to notify it of a change of address.

10.13 If a student fails to attend a meeting of the appeals panel for other than good reason acceptable to that panel, notified in advance, its proceedings shall not be invalidated thereby. A student unable to attend a meeting of the panel for good reason may seek a postponement of the meeting.

10.14 If a student wishes to place documentary evidence before the panel, such evidence must be received by the **Associate Director, Legal Services / Governance and Legal Services** or his or her nominated representative at least seven days before a meeting of that panel.

10.15 The College shall be represented by the Head of Department responsible for residential accommodation.

10.16 The student may give evidence on his or her own behalf. However the student may exercise his or her right to remain silent. The student may also be accompanied by a friend (who may be a representative of the Students' Union). At the request of the student, if the chair and other members so agree, the friend may speak on the student's behalf.

10.17 Both the student and the College representative will be sent copies of all documentary evidence to be presented to the panel not later than two days before the meeting of that panel.

10.18 The appeals panel shall not be entitled to admit new evidence unless it shall have satisfied itself that this had become available since the termination of the Accommodation Agreement.

10.19 The panel's findings shall be notified to the student in writing as soon as possible by recorded delivery to his or her address as notified to the **Associate Director, Legal Services / Governance and Legal Services** under Regulation 10.8.

10.20 Academic departments shall be kept informed, at all stages of the above procedure, of any matters concerning their students and shall be invited to submit a report to the meeting of the appeals panel.

10.21 A student whose Accommodation Agreement has been ended by the College in line with this clause 10 shall not receive a refund of Fees, shall have forfeited their deposit and shall vacate their Accommodation on the date specified in the notice from the College, with the student:

- (i) leaving it in the condition required by this Agreement;
- (ii) removing all possessions from the Room; and
- (iii) returning their keys/entry cards or fobs to the appropriate hall office;

and if any possessions are left behind these may only be collected by appointment with Accommodation Services

10.22 A student dismissed from College accommodation shall not be permitted to return to or visit College accommodation without written permission from Accommodation Services.

10.23 Following the decision of the appeals panel, the **appropriate office of the central administration** shall issue a completion of procedures letter enabling the student to pursue a complaint with the Office of the Independent Adjudicator for Higher Education.