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## **Licence to Occupy Halls of Residence, Lackham 2021 - 2022**

Please read these terms and conditions before accepting this Agreement.

You can confirm your acceptance of this agreement by either confirming on-line or by signing and returning the paper agreement.

### **THIS IS A LEGALLY BINDING CONTRACT.**

In Accepting this Agreement, you agree to abide fully by these terms and conditions, which **includes paying for the full contractual period of this license.**

If there is anything, you do not understand, please ask the Residential Accommodation Manager, or seek advice from a Citizens' Advice Bureau, Law Centre or a solicitor.

All other enquiries relating to this Agreement should be addressed to the Residential Accommodation Manager.

**Your Details**

STUDENT NAME
HOME ADDRESS
POST CODE
HOME TEL. NUMBER (INCLUDING INTERNATIONAL DIALING CODE)
MOBILE TEL. NUMBER (INCLUDING INTERNATIONAL DIALING CODE)
EMAIL ADDRESS
DATE OF BIRTH Day:                      Month:                      Year:
COURSE/YEAR OF STUDY

## Emergency Contact/Next of Kin Information

Please give as much information as possible.

This is essential to contact Next of Kin in the event of a medical emergency and/or confirm the location of a student in an emergency.

Please ensure your next of kin are not out of the country at the same time, if there is a possibility this could happen, give an alternative contact in the event of this occurring.

NAME RELATIONSHIP TO STUDENT
HOME ADDRESS
POST CODE
HOME TEL. NUMBER (INCLUDING INTERNATIONAL DIALING CODE)
MOBILE TEL. NUMBER (INCLUDING INTERNATIONAL DIALING CODE)
WORK TEL. NUMBER (INCLUDING INTERNATIONAL DIALING CODE)
EMAIL ADDRESS
DESIGNATED NEXT OF KIN (Y/N)

NAME
RELATIONSHIP TO STUDENT
HOME ADDRESS
POST CODE
HOME TEL. NUMBER (INCLUDING INTERNATIONAL DIALING CODE)
MOBILE TEL. NUMBER (INCLUDING INTERNATIONAL DIALING CODE)
WORK TEL. NUMBER (INCLUDING INTERNATIONAL DIALING CODE)
EMAIL ADDRESS
<b>DESIGNATED NEXT OF KIN (Y/N)</b>
<b>In the event of both of your next of kin being abroad or unavailable:</b>
NAME
RELATIONSHIP TO STUDENT
HOME ADDRESS
POST CODE
HOME TEL. NUMBER (INCLUDING INTERNATIONAL DIALING CODE)
MOBILE TEL. NUMBER (INCLUDING INTERNATIONAL DIALING CODE)
WORK TEL. NUMBER (INCLUDING INTERNATIONAL DIALING CODE)
EMAIL ADDRESS
TEMPORARY DESIGNATED NEXT OF KIN (Y/N)

## **Health Declaration**

- a) The college requires information about your health whilst you are undertaking learning on or off its premises in order to make appropriate provision for your needs and safety. Please complete this declaration and answer each question in Section A by circling either 'YES' or 'NO'. Where you have answered 'YES' please give details in Section B;
- b) The information that you provide will only be shared when it is strictly relevant to the health and safety of yourself and/or others or when consideration needs to be given to adjustments with respect to college premises or your programme of study;
- c) It is the responsibility of the Student to inform his/her Tutor and the Residential Accommodation Manager of changes in their health during the academic year;
- d) By signing this Licence to Occupy, the student gives permission for Wiltshire College to share medical and other information given with members of staff working for or on behalf of Wiltshire College, where this is deemed necessary and in line with the Data protection Act 1998
- e) If deemed appropriate, the College may request to meet with you to complete a Health Care Plan based on identified supportive needs.
- f) **Disclaimer**  
Wiltshire College reserves the right to serve a *Notice to Quit* if:
- i. the student fails to disclose or update the Accommodation Team with relevant medical information requested below;
  - ii. through a risk assessment of disclosed medical information, living in the Halls of Residence is unable to provide appropriate support for the student or other residents;
- g) You understand that if you are coming from a tuberculosis (TB) high-risk country, a chest x-ray report may also be required. Students from some countries must obtain a certificate to show that they are free from infectious TB before they can obtain a visa or may have to attend a local hospital to have their chest x-rayed once they arrive in the country. A list of relevant countries can be found at: [www.ukba.homeoffice.gov.uk/visas-immigration/general-info/applying](http://www.ukba.homeoffice.gov.uk/visas-immigration/general-info/applying) .
- h) With reference to the **Data Protection Act (1998)**, the student understands and agrees to The College processing personal data contained in this form whilst you are a student for the purposes connected with their health, safety and welfare whilst on the premises. Information about the student's health will be kept confidentially and only given to selected staff.
- i) The student understands and agrees to have further immunisations if they are required on the recommendation of the Hospital or GP (Doctor).

SECTION A							
Do you have a long-standing or permanent health problem?			YES	NO			
Have you previously received or are currently receiving treatment for mental health?			YES	NO			
Are you currently taking any prescribed medicine or drugs regularly?			YES	NO			
Do you have any known allergies including reactions to prescription medicines?			YES	NO			
Are there any adjustments to facilities to support your time in accommodation?			YES	NO			
Do you have any specific dietary needs for medical reasons?			YES	NO			
Do you currently or have you previously suffered from or had symptoms of the following:							
Hay fever, Asthma, persistent cough, Bronchitis, Tuberculosis or spitting blood		YES	NO	Skin disorder e.g. Eczema		YES	NO
Indigestion, Diabetes, kidney, liver or bladder problems		YES	NO	Hearing impairment		YES	NO
Blackouts, migraines, headaches, states of anxiety or other nervous disorders		YES	NO	Fainting, shortness of breath, chest pain or heart problems		YES	NO
Learning difficulty/disability		YES	NO	Epilepsy or fits		YES	NO
Sight impairment (including colour blindness)		YES	NO	A disability or mobility impairment		YES	NO
Arthritis, rheumatic fever, back strain or disc trouble		YES	NO	Other (please specify)		YES	NO

**SECTION B**

If you have answered 'YES' to any of the questions in Section A, or have any other health conditions or are receiving medical treatment of which we should be aware, please give details below:

Conditions	Symptoms	Medication

If you have an impairment or disability for which you may require additional support or which may necessitate an adjustment or adjustments to college premises or to your programme of study, please give details below:

Are you up to date with your anti-tetanus injections?	YES	NO
Have you been vaccinated against meningitis C?	YES	NO
Historical Health complaints (If Yes Please share below)	YES	NO

Details of historical complaints:

**Health Disclaimer:**

**Wiltshire College reserves the right to serve a Notice to vacate if the student fails to disclose or update the Accommodation Team with relevant medical information requested in this contract.**

**Any student with a health complaint or disorder will be given the opportunity to complete a Health Care plan so the accommodation team can support them with their health needs while they are in residential accommodation.**

## **Introduction**

This document sets out the rights and responsibilities of residents at:

Wiltshire College Lackham,  
Lacock,  
Chippenham,  
Wiltshire  
SN15 2NY

This document contains the Terms & Conditions, Code of Conduct and Service Level Agreement. It requires signatures by the College and the Student and will create legally binding obligations between the signatories. Please read all the elements and make sure you understand and agree to them before you make a commitment. The agreement between the College and the Student is governed by English law which international students may find quite different to the law which applies in their own country.

\*Please take advice before making a commitment if you feel necessary.

If any clause in this Licence or part of it is held to be illegal or unenforceable under any enactment or rule of law, then that clause or part of it shall not form part of this Licence and the enforceability of the remainder of this Licence shall not be affected.

## **Definitions and Meanings**

### **Administration charges**

Charges levied for services not normally covered by the Residence Fee. These are based upon a nominal fee of £20 per hour of accommodation team time. All charges levied will be itemised in writing and in accordance with legislation.

### **College**

Wiltshire College Lackham,  
Lacock,  
Chippenham,  
Wiltshire  
SN15 2NY

Lackham Halls of Residence are on the College Campus and is not a separate entity.



**Common Parts**

Any shared facilities such as kitchen, common room or tv lounge including the fittings, fixtures, furniture and equipment available for use in these areas as set out in the inventory of the Common Parts and those parts of the College's property that are necessary for the purpose of gaining access to the Residence. Any shared facilities such as bathroom, shower, boot room, corridors, stairs or common room including the fittings, fixtures, furniture and equipment available for use in these areas as set out in the inventory of the Common Parts and those parts of the College's property which are necessary for the purpose of gaining access to the residence.

**Deposit(s)**

Sums held to cover for individual/communal damage/loss as specified in the College's Offer of Accommodation.

**Guarantor**

Person nominated by the Student as Guarantor against default of rent or other fees.

**Joining Instructions**

Copies of the Licence to Occupy for residents to sign, together with fee and charge tariffs, payment instructions and other ancillary information.

**Licence to Occupy**

Licence to occupy as set out in this document. The License does not create a tenancy. A tenancy is a legal interest in the property and the Licence does not confer such an interest but gives the Student a simple contractual right to occupy the Room and to use the Common Parts for the Period of Residence only.

**Notice to Quit**

Notice by the College of the termination of the Licence to Occupy.

**Offer of Accommodation**

The Offer of Accommodation is the letter sent by the College to the Student making an offer of a place in the Residence.

<b>Period of Residence</b>	The period of Residence specified in the College's Offer of Accommodation.
<b>Residence</b>	The residence named in the College's Offer of Accommodation.
<b>Residence Fee</b>	The charge for the Room for the Period of Residence as specified in the College's Offer of Accommodation and payable by the payment dates set out therein.
<b>Room</b>	The part of the residence which is occupied as an individual private study room and includes the fittings, soft furnishings and effects as set out in the inventory and signed by the Student on taking up residence.
<b>Student</b>	The individual is enrolled on a full-time course at Wiltshire College and has accepted the place of study.



## 1. Terms & Conditions of Residence

### 1.1 General

(a) This contract is between the College and the Student and no other person will have any rights under it, unless the student is under the age of eighteen. In this instance, the contract is between the College and the Parent/Guardian of the Student. The Licence is personal to the Student and does not permit the Student to authorise the use of any Room in the Residence by any other person whatsoever nor to sublet it or transfer occupancy to any other person excepting as stipulated in Termination & Exit below;

(b) The Licence does not create a tenancy<sup>1</sup>. A tenancy is a legal interest in the property and the Licence does not confer such an interest but gives the Student a simple contractual right to occupy the Room and to use the Common Parts for the Period of Residence only;

(c) The Period of Residence is 41 weeks or above. No rebate is given for absence from the Residence during holidays or weekends, study trips, suspensions through breaches, or work experience.

(d) The Student will not have exclusive use or occupation of any Room, nor will they have the right to occupy any particular Room;

(e) Where a student applies for a Transfer to an alternative Room within the Residence and is accepted there may be an administration charge of £20. This will only be levied if the room change requires an unreasonable amount of management by the accommodation team. A cleaning charge will be levied, and the Student will pay this prior to moving rooms.

#### (f) The Licence permits the Student to:

(i) Occupy the Room in the Residence for the Period of Residence subject to the Student remaining a Student of the College, paying the Residence Fee and complying with the terms of the Licence to Occupy;

(ii) use the furniture and fittings, if any, provided by the College and set out in the inventory given to the Student at the commencement of this Licence which also sets out the condition of the Room initially allocated to the Student and the condition of the furniture and fittings. Please note furniture must remain in the room at all times;

(iii) use the kitchen, hall and other communal facilities, furniture or fittings in the residence intended for the use of the Student and others resident in the Residence (the Common Parts);

(g) The Student shall:

- (i) Comply with the rules and regulations made by the College for the management, use and running of the Residence and abide by the College's Disciplinary Policy and Code of Conduct (in each case as amended by the College from time to time) full details of which may be provided on request;
- (ii) Refrain from behaviour which may cause nuisance to the College or to any other occupants of the Residence or any other neighbouring premises. This includes playing loud music, or congregating in rooms or Common Parts of the residential area and disturbing other residents.

(h) Any dispute arising under this Licence shall be subject to the exclusive jurisdiction of the English courts. This is without prejudice to the right of the Student to make a complaint relating to this Licence to the Office of the Independent Adjudicator for Higher Education, once the Student has exhausted the College's internal complaints mechanisms (Satisfaction & Disputes).

## 1.2 Equality & Diversity

- (a) The Student is entitled to expect to be able to occupy the Residence free from discrimination on the grounds of culture, sex, race, disability, sexual orientation, religion/belief or age;
- (b) The Student shall similarly refrain from behaviour that amounts to harassment on the grounds of culture, sex, race, disability, sexual orientation, religion/belief or age;
- (c) No article may be displayed in any part of the Residence which is visible from the exterior thereof or which, in the reasonable opinion of the College, is or could be construed as offensive or damaging to the reputation of the College or others and the Student shall remove any such article forthwith as required by the College;
- (d) The Student is entitled to expect to be able to occupy the Residence free from nuisance by noise or antisocial behaviour;
- (e) The Student must similarly refrain from causing their neighbours - either within or outside the Residence - a nuisance by noise or antisocial behaviour **at any time**. By law noise must be kept to a reasonable level between the hours of 23:00 and 07:00. At Lackham Halls of Residence, noise must be kept to a reasonable level **at all times**.

There should be no audible disturbance outside the residence after 22:00 and any reasonable request to desist from nuisance behaviour must immediately be met. Students are permitted to socialise in bedrooms or common rooms after 22:30. Students over the age of 18 are also allowed to frequent Avon Hall until 01:00. These options are based on the condition they do not cause disturbance to others and sanctions will be enforced should this not be the case.

## **2 Protection from Harassment Act 1997**

## **3 The Noise Act 1996**

## **4 Environmental Protection Act 1990**

(f) The following are expressly forbidden in the Residence:

- (i) Playing drums or other percussion instruments.
- (ii) Playing any musical instrument through an amplifier.
- (iii) Congregating in groups in the corridors of Ridgeway or the student car park.

(g) Repeat infringement will result in disciplinary action and the College may apply an administration charge of not more than £25 for each offence and for persistent offenders, *Notice to Quit* may be issued.

### **1.3 Acceptance & Entry**

(a) Upon acceptance of the Offer of Accommodation, the Student shall pay the Deposits as set out in clause 3.4 which will be held by the College as security for the obligations of the Student under this Licence.

(b) Subject to Section 1.5 (Termination & Exit) of this document, the Student is obliged to pay the Residence Fee for the Period of Residence and to the Offer of Accommodation in respect of instalments of that fee.

(c) Subject to the clauses in Section 1.4 (Residency) and Section 1.5 (Termination & Exit) and without prejudice to the Student's statutory rights, the Room allocated as detailed in the *Offer of Accommodation* is final and no correspondence will be entered. The College reserves the right to amend the offer if circumstances dictate this is absolutely necessary.

(d) The College shall not be liable for any loss or damage to the Student's belongings except where caused by the negligence of the College. The College therefore strongly advises the Student that their personal belongings should be insured by the Student for the full duration of the Licence. If the Student decides not to insure their belongings, then they do so at their own risk.

(e) In the event that after the exchange of contracts and fees the Room may become unfit for use for any reason within the College's reasonable control, or it is appropriate to protect the interest of staff and/or other residents or in such circumstances as the College may reasonably deem appropriate then:

(i) The College shall give written notice of the requirement to use an alternative in any College Residence which the Student shall accept and occupy on the terms of this Licence until the original is fit for occupation.

(ii) In the event that no alternative Room is available within College Residences then Hotel accommodation shall be provided for which the College shall pay the cost of accommodation only for

the period of time that the Room is unfit, and the choice of Hotel shall be at the sole discretion of the College.

## 1.4 Residency

**(a)** The Licence permits the Student to occupy the Room for the Period of Residence set out in the Offer of Accommodation and to use its assigned kitchen (student to cook in their own kitchen only) and the Common Parts. Residency will be available on the first day of each academic term, and your accommodation must be relinquished by the last day of each academic half term/term. Failure to comply with this condition may result in a weekly boarding charge being raised for the relevant period, and any other appropriate action in respect of such non-compliance.

**(b)** Students will not be expected to remove all belongings from accommodation during Christmas and Easter vacations. The Accommodation Team reserves the right to request that all possessions are removed during any other holiday period, if necessary. Failure to do so may result in charges being made for the period of such occupancy. Alternatively, the College may instruct staff to remove belongings at a cost (without being liable for any consequential loss or damage in the absence of culpable negligence or neglect on the part of the College). Residential accommodation during vacations or half term is strictly by prior arrangement only, must be discussed with the Residential Accommodation Manager at least two weeks in advance and will be subject to the normal weekly boarding charges.

**(c)** Students will be informed within 2 weeks of their expected date/time they should vacate Halls by at the end of (half) term. Students:

- (i)** are expected to leave rooms tidy to facilitate cleaning and the floor, window ledge, desk and sink area should be completely clear of all possessions.
- (ii)** are permitted to leave personal items at their own risk when not in residence during the Period of Residence, but these should be in the storage areas provided or under/on top of the student's bed.
- (iii)** should clear Common Parts of the residence of personal items unless they are stored appropriately in the facilities provided.
- (iv)** need to clear all perishable items from refrigerators.
- (v)** should ensure their taps, lights and sockets are turned off, windows shut, and door locked before they depart.

**(d)** Rooms will be accessed upon departure to ensure the above have been adhered to. Rooms deemed to have failed to comply with 1.4 (c) may be subject to a £25 administration charge and cleaning charge for additional time taken.

## 5 Consumer Protection (Distance Selling) Regulations 2000, 10 Right to cancel

**(e)** The Student is entitled to expect the Room to be clean upon occupation and to contain clean and serviceable furniture and fittings. Each Room should contain furniture and fittings as described in Section 3.2 (Tenancy). Upon occupation, the Student will be given an inventory of the Room's contents and condition to accept and/or annotate, and sign;

**(f)** While the College respects the Student has a right to privacy and will not enter the Room without notice of at least 48 hours and/or the express permission of the Student. It may from time to time be necessary for the Accommodation Team/College Staff, Contractors, Police or the Fire Brigade to gain immediate entry to the Room while in the execution of their duties. Where this is the case, the Student will be provided with a report explaining the necessity for entry and any actions carried out during it. Where the Student has reported a fault and requested its repair, it is accepted that permission for entry has been given;

**(g)** The College reserves the right to carry-out room inspections every half term. Students are expected to be present but if they fail to attend at the date/time notified in advance, the room inspection will continue in their absence. College representatives will also carry out accommodation checks during out-of-term periods;

**(h)** The College may temporarily suspend use of the Room (subject to Section 1.3. *Acceptance and Entry*; e) or Common Parts at any time if in the College's reasonable opinion, they are unsafe and/or unsanitary;

**(j)** The College may suspend use of the Common Parts external to the Halls of Residence in order that they may be used to conduct other elements of the College's business;

**(k)** While the College will take reasonable steps to supply water and electricity, it cannot guarantee a continuous supply. The College will not be held liable for any loss or damage resulting from the failure on the part of the service provider to supply such services and which are reasonably beyond the College's control. All maintenance requests are made to the Accommodation Team who will liaise with the Estates Team on the student's behalf. This clause does not intend to exclude liability for damage or loss suffered by the Student which is as a result of the College's negligence;

**(l) The Student shall:**

**(i)** ensure that their accommodation fees are paid on time and in accordance with the instalment plan and Guarantor Agreement as set out in the *Offer of Accommodation*. Failure to comply may result in *Notice to Quit* (see section 1.5. *Termination & Exit*);

**(ii)** not part with or share the occupation of the Room (s)he occupies. Guests are permitted between the hours of 17:00-22:00 (Monday-Friday) 09:00-22:00 (Saturday and Sunday) for under 18 students and from 17:00 – 23:30 (Monday to Friday) 09:00 – 23:30 (Saturday and Sunday) for over 18 students.

This will be on the proviso that:

1. this does not cause nuisance to other residents;
2. the Student is responsible for his/her guest complying with the Licence to Occupy, including not entering any halls for U18 students;
3. Whoever signs the student in must be present with the guest at all times and takes full responsibility for them;
4. All guests must be signed-in/out with a member of the Accommodation Team in the Accommodation Office;

Failure to meet these terms may result in these privileges being removed and a *Notice to Quit* being served;

**(iii)** inform the Accommodation Team immediately of any necessary repairs to their accommodation or failures of central heating, water, or electrical or other supplies;

**(iii)** cause no damage to the furniture and fittings and/or any of the College's property in the Residence;

**(iv)** be required to pay the reasonable costs (either actual or estimated by the *College*) of damage to the Room, Common Parts, the College's property within the Residence and/or for any other damage caused by the Student or their guest;

**(v)** not remove any of the College's furniture and fittings from the Residence;

**(vi)** pay a proportion of the cost of repair or replacement where the individual(s) responsible cannot be identified by the College (having taken all reasonable steps to identify those responsible). Such proportion to be (at the discretion of the College) the total cost divided by the number of residents who in the College's opinion have the main use of and responsibility for the part of the facilities or the items in them which have been damaged or removed. The Student has the right to appeal to the Residential Accommodation Manager when such a cost is disputed;

**(vii)** pay to the College all costs reasonably incurred in enforcing the Student's obligations under or arising from a breach of the Licence;

**(viii)** be invoiced if charges as detailed above are greater than 10% of the damage deposit (£220) and will automatically be invoiced for a replacement key/fob (£30). This charge will stand unless the key is subsequently found, presented to a member of the Accommodation Team and the replacement key returned within 5 working days.

## 1.5 Termination and Exit



**(a)** On termination or expiry of this Licence the Student will vacate the Room and remove all personal belongings from the Room and Common Parts. Failure to remove all belongings upon exit will entitle the College to immediately remove those belongings from the Room and/or Common Parts and place them in storage. If these items have not been claimed within 28 days, the College may dispose of them.

**(b)** The Accommodation Team shall ensure that an exit inventory is completed noting the presence and condition of furniture and fittings. Any loss, or damage beyond fair wear and tear sustained during the Period of Residence (as evidenced by the inventory taken at the beginning of that period) will be charged to the Student. It is the responsibility of the student to give the Accommodation Team at least 48 hours' notice to arrange a date/time to complete this deregistration process. If the Student fails to comply with this and are not present at the deregistration, they are liable for any identified charges due to damage beyond wear and tear; Please note members of the Accommodation Team will only advise of any deductions. Charges will be administered by the Estates Team once all students have vacated. Any appeals against deductions should be made in writing to the Residential Accommodation Manager within 10 working days of receipt of notification of any deductions.

**(c)** Any unused part of the deposit will not be returned until the keys to the Room occupied by the Student are returned to the Accommodation Office or specified place. Remaining sums will be returned without interest by 31st August following the end of this agreement;

**(d)** Termination of this Licence may take place:

**(i)** by the College serving four weeks' notice if at any time the Residence Fee is overdue by 14 days or more or at any time if at any time the Student is in serious or persistent breach of any part of the Licence to Occupy. The Student (parent/guardian if under-18) will remain liable for the Residence Fees until the Room has been re-let by the College using its reasonable endeavours;

**(ii)** Subject to the right of the Student to withdraw under clause 1.5e and the right of the Student to cancel under clause 1.5f, the College will be required to obtain an Order from the Court<sup>6</sup> in circumstances where the Student fails to vacate the Room as required under clause 1.5d (i). The College may seek to recover any outstanding monies owed by the Student to the College under the Licence notwithstanding the Court Order.

**(iii)** By the Room being re-let by the College to a student of the College who is not already residing in any College accommodation, who has agreed in writing to take the Student's place. The Student's (parent/guardian if under-18) responsibility for payment of the Residence Fee will only cease when the replacement Student's Licence to Occupy has commenced. The College will make vacated Rooms available to other Students for transfers, but Room exchanges will not be treated as replacements. Refunds of Residence Fees will only be given where the void in the Residence caused by the Student's early departure has been filled and there is no loss to the College;

**(e)** If the Student withdraws or is withdrawn from the College and their course of study, for other than disciplinary reasons, the Licence to Occupy will be terminated. The Student will be liable for the Residence

Fee up to and including the official date of withdrawal from their course or vacating of their room – whichever is the latter;

**(f)** Students breaching the Code of Conduct or the Licence to Occupy and being excluded from accommodation will normally lose their entitlement to a Residential Bursary. From the date of exclusion and still be liable for accommodation fees for the remainder of the academic year unless the College identify a student who is not already residing in any College accommodation, who has agreed in writing to take the Student's place.

**(g)** Termination may take place prior to taking up residence, thus:

**(i)** by the Student prior to the beginning of the Residence Period confirmed in the Offer of Accommodation provided that the College receives written notice from the Student at least 4 weeks prior to the beginning of the Residence Period.

**(ii)** in the event that the Student fails to provide the required notice and/or pay the administration charge, the termination provision in Clause 1.5d (i) shall apply and the College shall retain the entire Deposit and the Student shall be invoiced for the Residence Fee. This clause does not prejudice the Student's right to cancel the Licence in accordance with his/her statutory rights<sup>7</sup>;

**(h)** The College's acceptance of the keys at any time shall not in itself be effective to terminate this agreement whilst any part of the Period of Residence remains unexpired;

**(j)** Any notice served by the College on the Student under this Licence shall be sufficiently served if delivered by hand to the Room or by first class post to the last known address of the Student. Any notice served by the Student on the College under this Licence shall be sufficiently served if sent by first class post or by hand to the Head of Accommodation Services at the address detailed under *Definitions and Meanings*;

**(k)** The College will refund any Residence Fee already paid which relates to a period after the Licence has ended by virtue of Clause 1.5(e) or (g);

**(l)** Any overstay after the expiry of the Period of Residence will result in additional rent and administration charges;

**(m)** Students who take part in tours/exchanges and other work or educational placements which take them away from their College residence will not be entitled to a rebate on accommodation costs;

**(n)** No rebates will be given if accommodation is not used over the weekend or for nights during the week;

**(o)** No boarding charges will be made for half term weeks (where applicable) and vacation weeks at Christmas and Easter in accordance with the college calendar.

**(p)** Boarding charges include costs of water rates, sewage, limited cleaning, electricity, and Wi-Fi;

## 6 Protection from Eviction Act 1977

## 7 Consumer Protection (Distance Selling) Regulations 2000, 10 Right to cancel

(q) If academic attendance falls below the expected level of 95%, the student will be invited to a meeting with the Resident Accommodation Manager and the Advanced Tutor. A warning will be issued that the student's accommodation is at risk. If attendance falls below 75%, the student may be issued with a *Notice To Quit*. If the student is permitted to continue in Halls, The College reserves the right to reduce any Residential Bursary awards by 50% until academic attendance has increased to an agreed level.

(r) Examples of a serious breach include:

- (i) Not declaring a mental illness or disability on the Health Declaration (clause 2.5);
- (ii) Not declaring a criminal conviction to the College;
- (iii) Incident(s) of self-harm-including attempted suicide;
- (iv) Harassment or bullying of other residents or members of the College community;
- (v) Theft;
- (vi) Significant damage to property;
- (vii) Threatening behaviour and or physical violence;
- (viii) Smoking within Halls of Residence;
- (ix) Illegal substance abuse;
- (x) Failure to observe food hygiene standards (which cause nuisance and/or annoyance to other residents or staff or which pose a health risk);
- (xi) Significant anti-social and/or disruptive behaviour;
- (xii) Unwillingness to co-operate with reasonable instructions from staff;
- (xiii) Repeated instances of minor misconduct.

**Please note: The above list is not exhaustive or exclusive.**

## 1.6 Satisfaction & Disputes

(a) Occasionally things go wrong and we need to hear from students and parents to put them right. We treat complaints seriously and welcome your comments, complaints and compliments. Notwithstanding Clause 1.1(g), any serious dispute arising under this Licence should:

(i) in the first instance, be reported to the Residential Accommodation Manager. If the dispute concerns the Residential Accommodation Manager and the complainant feels unable to raise the issue with this individual, the dispute should be reported to the Director of Student Support and Engagement for redress or; (ii) email [customerfeedback@wiltshire.ac.uk](mailto:customerfeedback@wiltshire.ac.uk) or write to:

Quality Administrator (Feedback)  
Wiltshire College Chippenham  
Wiltshire  
SN15 3QD

Your complaint will be investigated fully, and you will receive an initial response in five working days.

(iii) Alternatively, you may wish to contact:

Ofsted,  
National Business Unit,  
Royal Exchange Buildings,  
St Ann's Square,  
Manchester  
M2 7LA

(b) The Licence entitles the Student to a variety of expectations and services. These are set out in Chapter 3 (*The Service Level Agreement*) and are the subject of voluntary, confidential, satisfaction surveys throughout the year.

(c) Less serious concerns may be reported either internally at Lackham Halls via nominated Hall Representatives or through Course Representatives;

(d) There will be a period of 48 hours after the identification of damage beyond wear and tear for students to provide information and appeal against individual/communal charges. Any dispute over amounts payable by the Student should be in writing to the Residential Accommodation Manager within a further 5 working days.

(e) When any aspect of this Licence is in dispute, the Accommodation Team will accept contact from Residents (or their authorised representatives) by any appropriate method including telephone calls, e-mail or face-to-face discussions;

(f) The Team will respond reasonably and promptly to all such contact in accordance with the Colleges published procedures and the response made will confirm the proposed actions and the overall timetable they aim to achieve;

- (g) Any settlements or agreements reached will be recorded and honoured within a defined period and the closure of disputes will be recorded to provide a clear audit trail of the actions taken to resolve the dispute;
- (h) The Accommodation Team will maintain courteous, professional relations with Residents at all times during any dispute.

## 2. Safeguarding

### 2.1 Health and Safety

#### (a) *Housing Health and Safety Rating System*

(i) The Residence is maintained in accordance with the requirements of Part I of the Housing Act 2004.

#### (b) *Appliances and Supply*

(i) Central heating and hot water are supplied to each corridor by electrical immersion heater in each Halls of Residence. The hot water is set and controlled by the Accommodation Team only and Students may not tamper with them. Students are able to control the thermostat on their heaters, but these are timed to be on at set times. If a student feels their room does not provide sufficient heating, they should speak to a member of the Accommodation Team immediately;

(ii) All other appliances in the Common Parts are electrical. The Student has the reasonable use of all appliances provided with the exception of those related to Fire Safety (see below);

(iii) The College is obliged to ensure that any and all electrical goods brought on to the site are marked with a current PAT inspection label. All students are expected to present their electrical items for inspection and testing at an agreed date/time upon arrival.

Any items that fail the test will have its plug removed. Students risk their residency if they persist to use equipment that has failed a PAT inspection. Students are expected to notify the Accommodation Team of any additional electrical items brought onto campus for use in their rooms so a further PAT inspection can be organised.

#### (c) *Fire Safety*

The Student shall:

(i) comply with any fire precautions applicable to the Residence and will not interfere with or misuse any fire protection equipment. In any breach of this clause, the College will recover all costs of

replacement equipment and disciplinary procedures from the offender and *Notice to Quit* may be given. Further, tampering with fire safety equipment is a criminal offence<sup>8</sup> and offenders may find themselves reported to the police;

**(ii)** comply with the law<sup>9</sup>, which dictates that the College cannot permit smoking anywhere within the Residence. However, people who wish to smoke are permitted to smoke outside in the designated area (only). This also applies to the use of 'electronic-cigarettes', to manage the perception of smoking. This ruling does not excuse excessive noise and contravention of 1.2e. Any infringement will result in disciplinary action and the College may apply an administration charge of not more than £50 for each offence and for persistent offenders, *Notice to Quit* may be given;

**(iii)** not cause obstruction to the Room or Common Parts, or cause any other risk to the Health & Safety of other residents, visitors or staff;

**(iv)** Fridges, microwaves, toasters, kettles, irons and foods are not permitted in any student bedrooms. Fridges, freezers, microwaves, toasters, kettles, irons are permitted in common rooms in all other Halls of Residence and Ridgeway.

**(v)** not use multiple-plug sockets in College plug sockets, although gang-trailing leads may be permitted. All extension leads must be tested as per clause 2.1b (iii);

**(vi)** only prepare hot food with heating equipment in the common room or kitchen in Beech building. Residents must be present in a kitchen when cooking is taking place;

**(vii)** not use or possess:

1. any appliance with an open flame (including candles, wax or oil burners and barbeques);
2. cookers or hot plates without a cover;
3. fan heaters or electrical fires (oil heaters are permitted);
4. deep-fat fryers or chip pans;
5. aromatic oil burners, toasters, kettles, heaters,
6. joss sticks
7. electric blankets.

**(viii)** not have bicycles, toolboxes, engine parts, excessively muddy boots and any items that could cause damage to the fabric of the building or items of a size that could compromise exit in the event of a fire alarm in any part of The Residence;

## **8 Fire Service Act 1947, section 31**

## **9 Smoke-free (Exemptions and Vehicles) Regulations 2007**

- (ix) attend the compulsory Fire Safety Induction to ensure they know the fire prevention measures, the fire procedure and the role they play in this. Residents have responsibilities in assisting the College to maintain a high fire safety standard;
- (x) familiarise themselves with and comply with the fire regulations displayed on their Room door and in other prominent locations around the Hall. The College will initiate disciplinary action against a Student who breaches the fire regulations;

#### **(d) Lighting**

All internal and external communal areas are provided with adequate safe lighting which is maintained to ensure continued effective operation. The Student shall:

- (i) Not tamper with any lighting in any part of the Residence at any time;
- (ii) Immediately report any lighting faults to the Accommodation Team;

#### **(e) Electrical safety**

(i) In addition to clause 2.1b, students will:

1. not erect any aerial or tea/Christmas lights in/on College premises;
2. not use any kettle, toaster or iron other than in kitchens or communal areas of the accommodation;
3. not carry out any repairs on the College's electrical equipment.

## **2.2 Personal safety**

### **(a) Expectations of the student**

- (i) The student should not at any time leave the Room unoccupied without locking the door and window nor leave any of the Residence's entrances open or unsecured or on the latch or allow anyone to enter the Resident who is unknown to them;
- (ii) (S)he should ensure that their keys, rooms and halls of residence are secure at all times. Keys are for the exclusive use of the appropriate resident only and must not be given to any other person.
- (iii) The student is expected to call the Duty Phone (07767 384472) immediately if aware of any suspicious or dangerous activity, or activity which contravenes the rules set out in this Licence;
- (iv) Students must also comply with the Wiltshire College Code of Student Conduct (see Clause 3.3, below). Bullying is regarded as a serious breach of the Code of Conduct and Students are encouraged to discuss incidents of bullying with the Residential Accommodation Manager, in confidence;
- (v) Leaving dirty plates, crockery, cutlery etc. is not permitted in communal areas;
- (vi) Practical jokes, skylarking and other forms of irresponsible behaviour can and often does result in a serious accident. Residents must never throw any article out of a window. Residents must also not override the limiters on the windows; The College will take disciplinary action against those who indulge in reckless behaviour.



## **(b) Student care and welfare**

- (i) The principal source of pastoral care is the Student Support and Engagement Team. The Accommodation Staff are able to direct students to relevant post holders in cases of specific anxiety or concern and also supply conversational ad-hoc support;
- (ii) On joining, students are required to attend compulsory induction activities staffed by the Student Support and Engagement Team and complete the Induction Quiz within 2 weeks of arrival.
- (iii) Fire drills are carried out every term with the alarm call points checked on a weekly rotation.
- (iv) The names and contact details of all staff involved in the management of the Halls of Residence are provided to Students at the commencement of residency, clearly specifying the times at which they will be available and their respective responsibilities. In addition, the Duty Phone number is displayed on the Accommodation Office door;
- (v) The Accommodation Team have direct responsibility for:

  1. safeguarding and security;
  2. ensuring that the maintenance and upkeep of the building are satisfactory;
  3. maintaining a suitable environment for academic study;
  4. enabling a wide range of social activities;
  5. ensuring good standards of behaviour;

In cases beyond their direct responsibility, the Team can also direct residents to competent post holders elsewhere in the College, partnership institutions or act on the behalf of residents where a degree of arbitration may be necessary.

## **(c) Residential staff**

- (i) The Accommodation Team provide 24-hour pastoral support on the College campus (term time only). Due to other residential responsibilities, Staff cannot be in the office every hour of their duty period, but they are nevertheless on the College campus and/or available on the Duty Phone (07767 384472);
- (ii) The Accommodation Team supply first-line security oversight supported by CCTV covering the campus entrances. Students receive information about and instruction in personal safety and security as part of their induction and are routinely reminded of their own responsibilities to themselves and others;
- (iii) The Accommodation Team are responsible for the welfare of all students and their guest(s) at Lackham Halls of Residence, providing First Aid support as well as pastoral care. Staff have the authority to make requests of students if they feel they are contravening their Licence to Occupy and/or compromising the comfort/wellbeing of others.



**These requests should be respected and complied with and if a student takes umbrage, they should still comply and contact the Residential Accommodation Manager via email to discuss further.**

#### **(d) The Environment**

The Student shall:

- (i)** refrain from keeping any animal, insect or reptile in the Residence except assistance dogs;
- (ii)** not put anything harmful or which is likely to cause a blockage in any pipes or drains. The Student is not permitted to possess any hazardous material such as fuels, oil, bleach, plant poisons or fertilizers or any other controlled material<sup>10</sup>;
- (i)** Ensure that excessive refuse is removed, including communal areas, from the Residence on a daily basis or as frequently as is required and deposited within the designated external refuse bins. Breach of this clause may result in the Student(s) being invoiced for reasonable costs of cleaning and/or rubbish removal. The College is obliged, at the Student's expense, to remove from the Accommodation any article which constitutes an obstruction or a fire, health, safety or environmental risk. Unless perishable, these will be returned if requested to the Student on the termination of this agreement;
- (iv)** empty the recycling receptacle in the kitchen and communal areas as per the rota issued by *The Accommodation Team*. Failure to do so may result in individual/communal charges of £20 levied for services employed to complete the task;
- (v)** keep their Room and Common Parts in a clean and tidy condition. Failure to comply with this will result in cleaning charges if not rectified within 24 hours of identification by a member of the Accommodation Team. Persistent offenders may also face disciplinary action;
- (vi)** keep study bedrooms tidy, including making beds, to facilitate cleaning services;
- (vii)** Students are permitted to have music, TV and PC, providing that access is available for cleaning services. TV sets must be licensed by the occupier and a current licence must be produced on demand;
- (viii)** ensure bicycles are ridden on the roads on campus in accordance with the Highway Code and not ridden on the pavements or around the residential areas;

## (e) Driving and ownership of motor vehicles on campus

- (i) All student vehicles must be registered within 36 hours of arriving on campus for the first time. Car permits are valid for the academic year and are free of charge. To obtain a permit, students must present their Drivers Licence, MOT certificate, Tax disc and Insurance documents to a member of the Student Liaison Team in The Avon Centre. Failure to adhere to this will result in your vehicle being banned from campus.
- (ii) The speed limit on campus is 10mph and vehicles must be driven on the roads and car park on campus in accordance with the Highway Code, requirements of UK law. Students are expected to drive and park in a safe, courteous manner, respecting the safety and property of the College and other residents at all times.
- (iii) The college do not promote the engagement under 18 students being passengers in other students vehicles. We feel the risk to the individuals' well-being and health of under 18 students has significant risk. Therefore, as parents or guardians, if you wish for your son or daughter to be a passenger in other students' vehicles this will be at yours and the student's discretion and entirely at your own risk.
- (iv) Students should also be aware there are requirements of the College in relation to parking and access limits.
- (v) Failure to comply with the terms above may result in an instruction to remove the car from campus for a period of time. If this is not possible, permission may be granted for a student to leave their car at Home Farm at their own risk. Students should be aware that this area is gated and locked from 19:30 -07:30 (Monday to Friday) and throughout the weekend. Inconvenience caused by this will not result in permission for a car to return to campus;

## (f) Alcohol

- (i) Students under the age of eighteen are not permitted to consume or be under the influence of alcohol or illegal substances at any time whilst under the supervision of College staff and/or on campus. Alcohol may not be consumed or stored in under-18s residential accommodation by any underage student;
- (ii) Students over the age of 18 who are resident in **under-18 accommodation** are **not** permitted to consume or store alcohol in their room or common areas at any time.

## Control of Substances Hazardous to Health Regulations 2002

- (i) The College reserve the right to pour away any alcohol we obtain through breach of the Code of Conduct: not store or consume alcohol in under-18s residential accommodation;

- (ii)** Students over the age of 18 who are resident in over-18 accommodation are permitted to consume and store **small amounts** of alcohol in their room only. For the avoidance of doubt a 'small amount' consists of up to 4 pints of beer or the equivalent in units of spirits; The College reserves the right to pour away any alcohol we obtain through breach of the Code of Conduct;
- (vi)** Students must not brew their own alcohol, undertake illegal activities or those which may be deemed to jeopardise the safety of other students in the Halls of Residence;

### **(g) Drugs/illegal substances**

- (i)** All students must comply with The College's zero tolerance policy on drugs. We reserve the right to search your outer clothing and inspect your room or car if there are any suspicions that drugs may be found on the premises, to remove you from your room and take your keys and phone and call the Police if necessary. Parents of students under the age of 18 will be called as soon as possible;
- (ii)** If you are caught disciplinary action will follow which will place your accommodation and place on your course in jeopardy;
- (iii)** Residents must not allow their room to be used for the abuse or storage of substances described in the Misuse of Drugs Act, 1971;
- (iv)** If you require the support of a counsellor or liaison with external support agencies, you must disclose any on-going issues with illegal substances immediately to a member of staff. You will be offered support but if you are caught in possession or under the influence of illegal substances on campus or whilst under College supervision at any time, you will face disciplinary action;

### **Restricted items**

- (i)** Students will not bring onto campus at any time:

1. fireworks,
2. firearms explosives or (real or replica),
3. ammunition,
4. laser pointers
5. paddling pools,
6. water pistols (or similar items)
7. Nerf Guns
8. BB Guns
9. Flammable liquids,
10. Chainsaws

11. Car axle or major car parts
12. Power tools
13. Generators
14. Crow bangers
15. Fog horns or
16. or anything intended for use as an offensive weapon;

**Please note: The above list is not exclusive or exhaustive.**

(iii) If in doubt, it is the Student's responsibility to disclose possession and discuss any issue with the Accommodation Team. In the case of small knives, cutlery, and utensils intended for use in food preparation, these items are subject to prior approval by the Accommodation Team and should be disclosed and discussed on the day of your arrival. Additional items you may wish to bring to College during the course of the year should also be disclosed and discussed in advance;

#### (h) TV Licence

- (i) If you have a television in your room or watch live stream TV on your computer, a TV licence must be obtained by you;
- (ii) Checks will be made periodically to ensure all students hold a licence;
- (iii) The licence held by your parents or the College does not cover you.

### 2.3 Under-18 Supervision Agreement

(a) The purpose of this agreement is to set out clearly the extent to which Wiltshire College accepts responsibility for students under the age of 18 occupying residential accommodation on the Lackham campus;

(b) The College is mindful of its obligation, under the Children Act 1989 (as amended by the Care Standards Act 2000), to comply with the **National Minimum Standards** for the *Accommodation of students under 18 in Further Education Colleges*. In respect of this Act, the College recognises its responsibility to safeguard and promote the welfare of such students.

(c) The College is a registered provider of accommodation to students under 18 and as such will be subject to regular inspections by Ofsted or other body nominated by the Secretary of State. Copies of the National Minimum Standards are available on the Department of Health website or on request from the Residential Accommodation Manager. Inspection reports will also be available on request. The most recent Inspection Report is available on request from the Director of Student Support and Engagement;

**(d)** In recognition of the particular supervisory needs of students under 18 the College is committed to the following services:

- (i)** To inform parents/guardians/carers of any significant health problems, including any accident, injury or illness requiring medical treatment.
- (ii)** To provide, on request, secure storage for any prescription drugs and to issue such drugs in accordance with the prescription.
- (iii)** To answer general enquiries from parents/guardians/carers about a student's welfare whilst respecting the rights of students to confidentiality in respect of information that may be regarded as sensitive or personal;
- (iv)** To actively discourage and counter underage consumption of alcohol, substance abuse, possession of obscene material and bullying, all of which contravene the College's Code of Conduct;
- (v)** To maintain adequate records of student health and welfare records from information supplied by students or parents/guardians/carers and including action to be taken to meet the health/welfare needs of students;
- (vi)** To provide an appropriate range and choice of recreational activities for students after 6.00 pm on weekdays, and at weekends;
- (vii)** To consult, when necessary, with the students, their representatives, and parents/guardians/carers about the standard of accommodation and welfare provision;
- (vii)** To provide students with a range of appropriately trained staff to whom they can confidently refer for personal guidance or support. Students are able to contact the Accommodation Team for support, who can refer them on to the Counsellor or any other relevant support service.
- (viii)** To provide arrangements by which students who are ill are regularly checked by an appropriately trained member of staff and have the means to summon assistance if required;
- (ix)** To follow the local Area Protection Procedures and the College's Disclosure (Child Protection) Policy in respect of any allegations or suspicions of physical, sexual, emotional abuse or neglect of a young person under the age of 18.
- (x)** To provide students with a systematic induction into residential accommodation and student life in order to ensure that they quickly feel secure, comfortable and supported;
- (xi)** To inform parents/guardians/carers of any disciplinary action taken against their son/daughter as a result of a breach of the College's Code of Conduct. In the rare event of a residential student being excluded from accommodation as a disciplinary measure parents/guardians/carer will be informed immediately and arrangements made for them to collect the student and their belongings;
- (xii)** To actively encourage parents/guardians/carers to visit the College and discuss accommodation issues both prior to a student starting college and during their course;

**(e)** In the event of a residential student under the age of 18 being found to be under the influence of alcohol and/or substance misuse. The College will endeavour to contact parents/guardians/carers as soon as

possible to ascertain whether they wish to collect their son/daughter immediately. If they wish their son/daughter to remain on site overnight, it will be at their own risk. The college can only provide limited direct supervision and injury, or harm caused due to the student intoxication is the parent/guardian/carers responsibility.

**(f) Limitations to Supervision – inclusion of ‘requests’ made by parents for absences for sustained amounts of time**

**(i)** Whilst the College takes reasonable measures to safeguard the health, safety and welfare of students both on campus and during supervised off-site activities **we are unable to manage the behaviour of students whilst off campus**, nor insist that students are supervised by a member of staff;

**(ii)** The College cannot take responsibility for the health, safety and welfare of students who are unsupervised off campus, nor take responsibility or accept liability for the behaviour of unsupervised students whilst off campus;

**(iii)** Access to the College Intranet and to the Internet is available in the Halls of Residence. Access to the Internet is filtered and managed in order to minimise potential access to sites deemed inappropriate by their nature or due to graphic/literary content, including chat rooms. There is unfiltered access in Ridgeway Halls of Residence, but this can only be accessed by the 18+ student resident to that room via their personal log-in. If you would like further information regarding the criteria of what is classified 'inappropriate', please contact IT Support at [itsupport@wiltshire.ac.uk](mailto:itsupport@wiltshire.ac.uk);

**(iv)** Residents under the age of 18 are expected to ‘sign-in’ at the Accommodation Office each evening between 21:00 and 22:25 with a member of the Accommodation Team to confirm that they are going back to their Halls of Residence for the night – not to confirm they are simply ‘on campus’;

If a student fails to sign-in by 22:30 (except in exceptional circumstances, e.g. College parties) and their whereabouts cannot be confirmed, parents/guardians/carers will be informed. If contact cannot be obtained, the police may be informed;

**(v)** If a resident under the age of 18 wishes to return to campus after the 22:30 curfew, parents/guardians/carers are requested to contact the Accommodation Team in advance and give request permission in writing before the student leaves site. The student should sign out on departure then contact a member of the Accommodation Team upon their return to sign-in;

**(g)** If the College believes there is a substantial welfare concern or a risk of significant harm to the health, safety or welfare of a student under 18 we will normally: -

**(i)** Advise the student of our concerns and, where relevant, of the College Code of Conduct;

**(ii)** Inform the parents/guardians/carers of the student;

**(iii)** Consider with the parents/guardians/carers what further action may be taken to promote the student’s welfare;

**(h)** The College will co-operate with parents/guardians/carers in dealing with any health, safety or welfare issues. Parents/guardians/carers are therefore advised to contact the Residential Accommodation Manager if they have any concerns;

**(j)** Wiltshire College policy on storage of medication:

**(i)** For students living in College Halls of Residence. -- In order for the college to house any form of controlled medication, it is a requirement of the "*National Care Standards of Accommodation of Under Eighteen Students by Further Education Colleges*" (s3.4, 3.5) that the medication is stored within a secure location with the accommodation team and that any non-controlled drugs where the students self-medicate, the college will ensure they are sufficiently competent to do so. The privacy of residential students as patients is also respected, which includes the right of a competent residential student consenting to their own medical treatment, without the need for parental permission.

**(ii)** It is the College's policy to only accommodate emergency medicines that a student would be able to obtain from a designated person when required - not to administer any medication at any time. Under such circumstances, the College would contact the emergency services in line with our current procedures.

**(iii)** Any medication a Student may require day-to-day should be stored in their room in a lockable facility. This medication is the sole responsibility of the person that it is prescribed to and cannot be accounted for by the College;

**(iv)** Any medication you as the parent/guardian feel would be safer stored with an appointed person can be stored in the Accommodation Office, where only the Accommodation Team have access. If this is your wish as parent/guardian, you must write a letter fully explaining the situation, the type of medication, the medical condition and how the medication would be self-administered;

**(v)** The College cannot take any responsibility for the medication, its effects once self-medicated and the results thereof. The College can only offer safe and secure storage and the access required by the student in the event of a medical emergency;

**(vi)** The student understands and agrees that if they take regular prescribed medicine or drugs, they must provide a letter from their Doctor to the College. Prescribed medicines should be kept secure by students and only in amounts that meet their individual personal needs on College premises. The College advises it cannot be responsible for medicines which are not recognised in the UK and are not clearly labelled in English;

**(k)** In recognition of 1.1(d), Wiltshire College reserves the right to change the room offered to a student before the time of occupation if it is to resolve a safeguarding issue and maintain its *Duty of Care* in maximising segregation of under-18s from 18+ students;

## 2.4 Consent and Indemnity



**(a)** All students will be given the opportunity to register with Rowden Surgery in Chippenham upon arrival. If you wish to remain with your current GP, you can be seen as a *'Temporary Resident'*. The Accommodation Team will assist with appointments and transport (if required).

To enable us to do this, please provide the following information:

NAME OF SURGERY
ADDRESS OF SURGERY
POST CODE
SURGERY TEL. NUMBER
NAME OF GP

**Failure to provide this will prevent your admission to accommodation**

**(b)** During their time at the College students will be required to attend out of College activities. The College will take all reasonable and necessary precautions to ensure the welfare and safety of all participants;

**(c)** At all times during the visits students are subject to normal College Regulations and must conduct themselves so as to bring credit to themselves and the College. In the event of students failing to meet the standards of behaviour required by the activity organiser, (s)he has absolute discretion to send students home at any time. In this event the expenses of the return trip may be met by the student, or his/her parent or guardian;

**(d)** All participants will be covered by insurance taken out by the College for the duration of the activity. The parent or guardian of an under-18 student hereby undertakes to indemnify the College in the event of any loss or damage whatsoever caused by the participant during the activity, and to reimburse the College for any expenditure incurred by the participant;

**(e)** Contact information provided on Page 2 (Emergency Contact and Next of Kin Information) is required in the event of an emergency during an out of College activity;



(f) The College has the right to refuse any participant whose parent/guardian does not sign the consent form at the end of this document;

(g) Additional on-campus and off-campus activities, entertainments, and outings may be offered to resident students, some of which may take place during evenings and weekends, including enrichment and sporting activities, and may also include some fund-raising events and activities. By signing this document on page 23, the parent/guardian is giving consent to such risk-assessed activities. Additional permission may be sought if an activity is judged through a risk assessment to carry a higher level of risk, e.g. outdoor pursuits; or if it involves residing elsewhere overnight.

### 3.1 Acceptance & Entry

#### (a) General

(i) All property details are reported accurately without misrepresentation to prospective tenants, including details provided in prospectuses, brochures and on websites. Details of the Residences are published on the College's website at: [http://www.wiltshire.ac.uk/student\\_services/accommodation](http://www.wiltshire.ac.uk/student_services/accommodation);

(ii) Publicity material is updated in a timely manner, should details of specific properties change. Checks of currently published information are made at Christmas, Easter and at the end of the academic year. This allows us to keep pace with programmes of refurbishment and investment;

(iii) All prospective residents are informed about any contractual terms under which the property is offered, including those relating to any fees payable in addition to Residence Fees. This information is published on the College's website and in the Licence to Occupy;

(iv) If the Room is not ready for occupation on the date that residence is scheduled to begin, the following provisions are made:

- No Residence Fees are payable for the unavailable Room until the date of actual occupation;
- Where a substitute room is made available the rent for the substitute room will not be higher than the original rent;
- If the substitute room does not have access to appropriate self-catering facilities, then the student would be expected to purchase a meal card in-line with the costs of the alternative accommodation;
- Any additional out-of-pocket expenses incurred by the Student as a direct result of taking up the substitute accommodation (e.g. travel costs in excess of that which they would in any case have had to pay) will be reimbursed in full against submitted invoices.

#### (b) Rent Liability

(i) The Student will be issued with hard copy receipts for all monies received, whether in payment for rent, deposit, or service charges. Where cheques are handed over at Reception or at the

Accommodation Office, hard copy numbered receipts from a receipt duplicate book are issued. Electronic payments will either receive a till receipt (when made at Customer Services) or a letter of receipt (telephone payments).

## **3.2 Occupancy**

### **(a) Access**

- (i)** By reporting a fault and requesting its repair, the Student gives permission for access to the Room. Full reports of repairs, their progress and need for further work are communicated by contractors to the Accommodation Team and if requested or necessary passed on to the Student;
- (ii)** Where the Student has reported the fault, precise details of the need for and nature of the visit will be given;
- (iii)** Regular term-time cleaning will be published on a rota - so students are aware when their room will be accessed - to published service standards. These standards are available on request. Any change to these will only take place after due consultation with student representatives and with a minimum of 48 hours' notice to the student body.

### **(b) Repairs, maintenance and chargeable damage**

- (i)** On joining, each resident is given a room inventory which clearly sets out the contents of those areas and their state of repair. This inventory may be accepted as is or amended by the student. Each student will be visited within 48 hours of arrival by a member of the accommodation team in order to collect the signed and/or amended inventories. There will also be an inventory regarding communal areas for all students to add their comments to within the same timeframe. If room inventories are not returned or communal inventories amended, the copy held in the Accommodation Office will be considered to be accurate;
- (ii)** The initial opportunity to report faults is on the inventory form. Any subsequent issues may be reported to via email or duty staff in the accommodation office;
- (iii)** The Student supplies the College with a damage deposit as detailed in the 3.4 below. This covers the Student and the College against damages or losses at the end of the residency period. Any such deductions will be itemised.
- (iv)** Repairs and maintenance are carried out by members of the Estates Team and sub-contractors under their instruction;

(v) Lackham Halls of Residence are maintained in accordance with the Housing Act 2004, Part 1. It is exempt from the stipulations of Part 2 (Homes in Multiple Occupancy) by Schedule 14, section 4 (1) of the Act which exempts student accommodation run by the students' educational establishment;

(vi) Any faults reported to the Accommodation Team as stipulated in 1.4(l)iii, are reported by the Accommodation Team on the Computer-Aided Facilities Management (CAFM) system, *Planet*;

(vii) Completion of repairs within reasonable timescales is monitored by the Accommodation Team and appropriate action taken when defaults occur. In addition the satisfaction of tenants with the system of reporting and resolving repairs is regularly measured as described in section 2.1;

(viii) By way of example, set out below is a table of the costs (where appropriate, the amount is calculated as the cost of the replacement item plus labour) which, if incurred by the College, may be charged to you in the event of your misuse, loss or damage of the listed items. The costs listed are indicative only and the College may charge a resident more or less if it reasonably incurs a higher or lower cost.

Description		Charges (exc. VAT)
Replacement of:	External Glass doors	£140.00
	Toilet seat	£40.00
	Wall lights (Ridgeway)	£46.00
	Toilet	£140.00
	Electric kettle	£25.00
	Common room bin	£50.00
	Bed frame	£150.00
	Bedroom door lock	£ 60.00
	Carpet	£265.00
	Toaster	£20.00
	Wall heater	£95.00
	Heater switch	£30.00
	Bedroom door	£195.00
	Window hinge	£66.00
	Mattress and dispose of old	£150.00
	Window Jack-lock	£68.00
	Desk chair	£56.99
	Door indicator bolt	£55.00
	Mirror	£50.00
Toilet/towel holder	£30.00	

	Wash basin	£150.00
	Wet Floor Sign	£40 each
<b>Cleaning of:</b>	Bedroom carpet	£80.00
	Communal spaces due to excessive mess	£120.00
	Fridge or freezer due to excessive mess	£60.00
<b>Re-decoration of:</b>	Notice board	£55.00
	Ceiling	£95.00
	Door frame (including repair)	£180.00
	Walls	£50.00/wall
<b>Fire equipment:</b>	Re-attach door closer	£55.00
	Replacement of break-glass tube in fire door	£50.00
	Theft/loss of fire extinguisher	£150.00
	Misuse of fire extinguisher	£70.00
	Smoking in the Halls of Residence	£50.00
	Tampering, covering or removing a smoke detector sensor *	£100.00
	Malicious/negligent activation of fire alarm *	£250.00

**(ix)** Those marked with an Asterisk (\*) are potentially criminal offences and will be deemed as gross misconduct, dealt with as such by the College in accordance with the Student Disciplinary Procedure.

**(x)** You will be invoiced for damage, unacceptable cleanliness (as reasonably determined by The College) or loss of College property in the Hall for which you are individually responsible or you will be invoiced proportionately where you are jointly responsible with other residents for such damage, unacceptable cleanliness or loss. If you disagree with the amount invoiced to you, you may appeal using the process set out in clause 1.6.

**(xi)** Maintenance and servicing programmes such as window and guttering cleaning, exterior and interior painting are carried out in a planned and cyclical manner and with due regard to the convenience of tenants. Notice of such works will be provided in accordance with the access clauses 3.2 a-c;

**(xii)** Contractors are monitored to ensure that all materials and debris are removed from site on completion of works, and that their personnel always behave appropriately .

## **(c) Cleaning**

(i) Details of the times for cleaning services will be supplied at induction and are displayed on the communal notice boards within the residence.

(ii) The College will supply a regular and adequate cleaning of the communal rooms, corridors and staircases.

(iii) You are required:

1. to keep the Room and the Fixtures and Fittings, clean and tidy;
2. not to change, damage or mark the decorative finish of the Room or any associated living space;
3. not to remove any of The College's fixtures, fittings or equipment from the appropriate bedroom, common room or general-purpose area without the prior consent of The College;
4. not to fix posters, pictures, notices or anything else to The Residence other than on the notice board provided;
5. jointly with the other residents in the accommodation, to keep the Common Parts and any shared fixtures, fittings and equipment clean and tidy;
6. with the other residents in the accommodation, to keep all passageways, stairways and exits free from obstruction.

(iv) Failure to maintain standards of cleanliness and hygiene which are reasonably acceptable to the Accommodation Team may render you liable for disciplinary action and/or to pay the reasonable cost of remedial action as detailed in 3.2b iv, subject to the right of appeal set out in clause 1.6.

## **(d) Furniture and Storage Space**

(i) All residents are provided with a room with covered window(s), ceiling light, bed, bedside chest of drawers, wardrobe, desk, sink, desk chair, bookshelf and storage space. Those with an en-suite bathroom contains a ceiling light, shower, washbasin with shaving light, mirror and WC. All en-suite facilities are properly compartmentalised and ventilated in accordance with industry standards and Local Authority guidelines;

(ii) All furnishings and fittings provided as part of the residency are clean and in reasonable condition at the commencement of the tenancy and comply with the relevant fire safety legislative requirements relating to furniture and furnishings 11.

## **(e) Kitchen Facilities**

(i) Residents either have the use of a common room with food storage and preparation areas, refrigerator, freezer, microwave, kettle and dining table and chairs or, if in Ridgeway, similar facilities in their room. These comply with industry practice and Local Authority guidance.

## **(f) Laundry Facilities**

(i) Residents are provided with appropriate access facilities for the washing and drying of clothes in a shared launderette. There are two washing machines and two tumble driers. All are coin operated.

### **(g) Mail deliveries**

(i) Residents are requested to have all their mail addressed to themselves at:

Name

Room No.

Lackham Halls of Residence

Wiltshire College Lackham

Lacock

Chippenham

Wiltshire

SN15 2NY

(ii) Mail is collected (Mon-Fri) and brought to the Accommodation Office for collection by the student;

(i) Mail will be forwarded on to the addresses supplied by leavers for a maximum of three months from exit. After this period mail will be returned to sender.

## **11 Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended)**

### **3.3. Code of Conduct**

#### **(a) Disciplinary action**

(i) If a written warning is issued to a student due to behaviour contravening their Licence to Occupy and/or the Code of Conduct (below), an administration charge of £25 will be levied. Such charges will be re-invested to the benefit of all students;

(The full document transcript - including penalties - is available on request)

1. Behaviour towards others must not be discriminatory and should always maintain the dignity of the individual. The bullying or harassment of individuals will not be tolerated.
2. Behaviour towards others must not be threatening, violent, aggressive, abusive, disruptive and, or obstructive to their learning.
3. All individuals must respect the rights of others to a quiet, clean, orderly and professional working environment.
4. Individuals must not behave in ways that put their own or other people's health, safety or welfare at risk and must observe all instructions with regard to Health and Safety
5. Individuals must not cheat in examinations or in course work
6. Individuals must attend all arrangements for assessment including Functional Skills examinations. Failure to do so will impact on your award of your overall qualification.
7. Individuals must abide by the attendance requirements of their College programme including

English & Maths GCSEs / Functional Skills / tutorial and work experience

8. Individuals must respect the property of other people and that of the College and its premises. Theft or wilful damage of college or other people's property is not tolerated

9. Individuals must not possess or be under the influence of illegal substances, on College premises.

10. Individuals should not consume or be under the influence of alcohol on College premises. (The consumption of alcohol by those over 18s is permitted in licensed areas and some areas within Halls of Residence)

11. Individuals must not carry illegal or offensive weapons on College premises or on College activities.

12. Individuals must not smoke whilst on College premises except in designated smoking areas.

13. Individuals must not bring the reputation of the College into disrepute through anti-social behaviour either on or off College premises or through use of emails or social networking sites.

14. Individuals must abide by reasonable instructions issued by a member of the College's staff.

15. Mobile phones must be turned off or silent in all areas where teaching and learning activities are taking place unless a member of staff gives a specific instruction to the contrary.

16. Individuals bringing vehicles onto College premises must observe parking and speed restrictions and drive with care and consideration for others.

17. Individuals must abide by the ILT Acceptable Use Policy (AUP) for college information systems such as computers, Estudy and the internet.

Behaviour that contravenes the Code of Conduct will be dealt with through the Student Disciplinary Procedure. Where there is risk assessed evidence that a serious criminal offence has occurred, the matter will be referred to the police for investigation. Any conduct that constitutes a criminal offence will be regarded as a breach of the Code of Conduct.

(ii) Parents/Guardians of students under the age of 18 will be informed of any official disciplinary action at the discretion of the Residential Accommodation Manager;

(iii) Relevant academic staff will be informed of official disciplinary action and will receive a copy of any written warnings;

## **(b) Community Service**

(i) In addition to the official Student Disciplinary Procedure, Community Service is implemented as an alternative to ensure responsibility is taken for minor infringements of the College's Code of Conduct. If a student chooses not to accept the offer of Community Service appropriate official disciplinary action will result.

**(ii)** By implementing Community Service, minor disciplinary issues can be addressed appropriately; ensuring students take responsibility for their actions through unpaid service to the College.

**(iii)** Students will not be requested to do tasks that could be considered demeaning, unnecessary or chores that present a health and/or safety risk. Community Service will involve (up to) a week of jobs for one hour per weekday. This may involve assisting their Course Manager in tasks specific to their course or spending time relevant to their infraction, coordinated by the Residential Accommodation Manager.

**(iv)** Examples of Community Service are the removal of out-of-date posters, tidying social spaces, litter-picking or assisting in the organisation of evening entertainments.

**(v)** Repeat offences may result in the individual facing the Student Disciplinary Procedure, conditions placed on their continuation in College accommodation and/or further Community Service.

### 3.4 Deposits

**(a)** Students will be charged full costs of carrying out repairs to any College property of vandalism, wilful damage or neglect for which they are directly responsible during their stay (fair wear and tear, or consequence thereof, excepted).

**(b)** A refundable accommodation bond of £250.00 must be paid annually by each student living in College accommodation. The cost of carrying out repairs in respect of vandalism, wilful damage or neglect for which they may be held partly responsible will be invoiced separately.

**(c)** Deductions from the accommodation bond will be made at the discretion of the College for the following purposes:

**(i)** A proportion to recover the cost of repairing damage beyond fair wear and tear, in the communal areas of the student accommodation, corridors, toilets, common rooms etc.

**(ii)** The cost of repairing any damage beyond fair wear and tear, within the individual's room, on departure from the College or transfer to another room.

**(d)** A key/fob deposit of £30.00 may also be requested to pay. This is refundable if keys are returned undamaged. However, if keys are lost or damaged during the period of tenancy and new keys are required then a further deposit may be requested.

**(e)** Deposits can be paid through our 'Online Shop' and will be refundable at the end of the academic year. Any charges for damage, missing items, excessive cleaning costs, etc. will be invoiced separately by 31<sup>st</sup> August at the latest;



(f) Where monies from deposits have been retained to offset costs incurred, any remaining balance will be paid accompanied by a written statement of account providing details of all deductions that have been made unless the situation has entered the disputes process;

(g) If in dispute with any deductions, the student will have rights of appeal as stated in sections 1.4 of this licence;

(h) It is your responsibility to return your keys and access card to a member of the Accommodation Team at the end of your occupation under the Licence Agreement. If the keys are not returned you will be charged for the reasonable cost of replacing keys and/or locks;

(j) You are encouraged to hand your keys to the Accommodation Team for safekeeping if you intend to be away from the accommodation for any length of time such as Christmas and Easter vacations.

### 3.5 References

(i) Following a written request from a former resident, references regarding accommodation will be provided within 10 working days of the request being made.

(ii) Letters of reference are based on the behaviour and performance of the named individual during the Period of the Residence only.

### 3.6 Catering

(a) The College is obligated under its Duty of Care in meeting the '*National Minimum Standards in accommodating students under the age of eighteen in FE Colleges*' to ensure under-18 '*Students receive good quality catering provision (Standard 8)*;

(b) To fulfil this obligation, all students under-18 must purchase a meal allowance inclusive of their Residence Fees (if not receiving bursary) which entitles them to 10 meals per week in the catering venues on the main campus. Accommodation bursary may not include the food element, which will need to be paid by the student.

(c) Details of mealtimes/options are available in the Welcome Pack upon arrival. Additional meals can be purchased over the 10 agreed within the meal allowance.

## 4. Acknowledgement and Signatures

(a) **Student:**

- *“I, the undersigned have read, understood and accept this Licence to Occupy (being this document and the attached Offer of Accommodation) as a true and fair reflection of my responsibilities and rights as a resident of Lackham Halls of Residence.*
- *I confirm that the health declaration has been completed in full and understand any omissions may result in a ‘Notice to Quit’ being served.*
- *I undertake to abide by its stipulations in all matters relating to my Period of Residence. I also agree to photographs being taken at College events and agree that they may be used for College promotional purposes.”*

<i>Students</i> <i>FULL NAME;</i>
<i>SIGNATURE:</i>
<i>DATE:</i>



**(b)Parent/Guardian/Carer (if student under the age of 18):**

- *“I HEREBY CONFIRM that I have read and understood, and I agree to the terms, conditions, limitations and information contained in the pages of this Licence to Occupy for Lackham Halls of Residence.*
- *I CONFIRM the health declaration has been completed in full and understand any omissions may result in a ‘Notice to Quit’ being served.*


- *I CONSENT to the above-named student participating in activities relevant to their course, enrichment or sport whilst at Wiltshire College, and I understand and agree to the terms of the indemnity set out.*
- *I AGREE to the above-named student participating in additional on-site or off-site events and activities, including enrichment, sports, outings, entertainments and fund-raising activities.*
- *I AGREE to photographs being taken at College events and agree that they may be used for College promotional purposes.*
- *I HAVE READ the terms of the College's commitment to supervising under-18 students in residence and accept the limitations of that supervision as stated in the Under 18 Supervision Agreement.*
- *I HAVE WITNESSED the signature of the student."*

FULL NAME
SIGNATURE
DATE



**(c) College:**

*"The College have framed this Licence to Occupy (being this document and the attached Offer of Accommodation) in the context of current legislation and consider it to be a fair reflection of their responsibilities and rights as landlords of Lackham Halls of Residence. The College undertakes to abide by its stipulations in all matters relating to the Student's Period of Residence."*

<i>FULL NAME</i>	<i>Debbie Partridge</i> Accommodation Manager
<i>SIGNATURE</i>	 _____
<i>DATE</i>	<i>01/01/2021</i>

It is our aim to increase and improve communication with parents/guardians and appreciate the opportunity to handle any concerns or questions you may have regarding the College and its practices. If you require any further information concerning any part of this document or any other matter, please do not hesitate to contact The Accommodation Team, [accommodationLA@wiltshire.ac.uk](mailto:accommodationLA@wiltshire.ac.uk)

**PLEASE RETURN THIS DOCUMENT COMPLETED IN FULL AS SOON AS POSSIBLE BY RECORDED DELIVERY TO:**

Debbie Partridge - Residential Accommodation Manager  
Wiltshire College, Lackham  
Lacock  
Chippenham  
Wiltshire  
SN15 2NY

Wiltshire  
College