

REGULATIONS APPLICABLE TO FALMOUTH UNIVERSITY AND UNIVERSITY OF EXETER (PENRYN CAMPUS) STUDENTS LIVING IN UNIVERSITY OWNED, MANAGED OR APPROVED ACCOMMODATION

Terms of Reference:

Falmouth Exeter Plus is a company jointly owned by Falmouth University and the University of Exeter. The company is an exempt charitable company limited by guarantee. Registered in England and Wales No 5103240

Institution The academic institution which hosts your course: Falmouth University or University of Exeter

1 Eligibility for residence

- 1.1 Only students pursuing or intending to pursue and who register as a student on a course of study at Falmouth University, University of Exeter and staff assisting in the management of the accommodation or in need of temporary accommodation shall be eligible to live in Falmouth Exeter Plus owned, managed or approved accommodation.
- 1.2 No-one shall occupy a room unless they have paid the deposit, accepted the accommodation agreement and entered into a tenancy for that room, only that person may live there. No person under the age of 18 may live in or visit Falmouth Exeter Plus residences without the prior consent of the Head of Accommodation Services.
- 1.3 Students required to leave Falmouth Exeter Plus accommodation because of their behaviour or who are in debt to Falmouth Exeter Plus or the Institution are not subsequently eligible to apply.
- 1.4 There is no requirement for students to live in Falmouth Exeter Plus accommodation, but their chosen accommodation should be in such a location as will enable attendance at their programme of study.

2 Health and Safety

2.1 Fire safety

- 2.1.1 Falmouth Exeter Plus' Fire Evacuation Policy shall be prominently displayed in all Falmouth Exeter Plus residences and shall be binding on all resident and non-resident students.
- 2.1.2 No student shall misuse any fire detection, fire prevention, fire safety or fire fighting equipment in Falmouth Exeter Plus accommodation.
- 2.1.3 All students, including their guests and visiting students must co-operate with fire evacuation procedures.
- 2.1.4 Any student who intends to be away from accommodation overnight shall give advance notice of their absence to a member of the Halls Team at the Glasney Lodge or staff at relevant Site Office.
- 2.1.5 Falmouth Exeter Plus or the Institution shall treat a student's breach of this regulation 2.1, or of any of the Fire Regulations, as a serious breach of that student's accommodation agreement, which could lead to it being terminated.

- 2.1.6 Falmouth Exeter Plus or the Institution shall report serious and/or persistent breach of the Fire Policy to the Fire Authority and co-operate in any prosecution which is brought as a result.
- 2.1.7 A member of the Halls Team or relevant Site Office staff may refuse permission for a student to have an overnight guest on the grounds of fire safety (for example, if the maximum number of permitted guests has already been booked in for that night).
- 2.1.8 Students must not light any fire in any Falmouth Exeter Plus residence or the grounds of any residence or campus grounds.
- 2.1.9 No student shall bring any firework or other explosive device into any Falmouth Exeter Plus residence or the grounds of any residence or campus grounds.
- 2.1.10 Students must not bring any furniture into residences, whether or not it meets current fire safety standards. Additional furniture is a fire hazard because over-furnished rooms impede means of escape.
- 2.1.11 In any disciplinary action taken as a result of a breach of this Regulation 2.1 the disciplining officers shall regard breaches of fire safety as serious matters and shall, if proven, impose the maximum penalty appropriate to the offence.

2.2 Electrical Safety

- 2.2.1 Students shall not bring into Falmouth Exeter Plus residences any electrical equipment except as permitted by Regulations 2.2.2 and 2.2.3
- 2.2.2 Electrical cooking and food preparation equipment may only be used in the kitchen area of the accommodation.
- 2.2.3 Students who need to bring electrical equipment other than as specified in Regulations 2.2.2 into their rooms for assistance with a disability may do so with the prior written permission of the Halls Manager or Site Supervisor. S/he may, where it is reasonable to do so, request medical confirmation of what equipment is required, request a specification in order to confirm its operation can be supported in the residence or to assess what adjustments need to be made, and require the electrical equipment to be tested if they have reasonable concerns as to its safety.
- 2.2.4 All students' electrical equipment must be safe and in particular (a) be CE marked, (b) have sound mains lead and plug and capable of passing PAT (c) be correctly rated for fuses fitted for the appliance and (d) not be used in a combination which overloads the electricity supply.
- 2.2.5 Students must not alter, connect into or tamper in any way with any apparatus for the supply of, or equipment which uses, electricity, gas or water.
- 2.2.6 Except for Falmouth Exeter Plus fridge/freezers students must switch off all electrical, gas and water appliances after use and ensure taps and electric lights are turned off when leaving a room unoccupied in the interest of health and safety and sustainability.

2.3 Behaviour

- 2.3.1 No student shall behave in a violent, intimidating, harassing or aggressive manner towards

others. Falmouth Exeter Plus will treat such behaviour as a serious breach of a student's accommodation agreement which could lead to it being terminated and disciplinary action being taken by the institution.

- 2.3.2 Falmouth Exeter Plus may move resident students to alternative accommodation for their own safety or for the safety of others where there has been violence or where there is a serious threat of violence including intimidating, harassing and aggressive behaviour.
- 2.3.3 No item which is an offensive weapon (including: firearm, air rifle, cross-bow or martial art aid, etc) or which is likely to be used as an offensive weapon or which is an imitation or replica of an offensive weapon shall be brought into Falmouth Exeter Plus residence or the grounds of any residence or campus grounds. Falmouth Exeter Plus will treat a failure to comply with this regulation 2.3.3 as a serious breach of a student's accommodation agreement which could lead to it being terminated. This regulation applies to licensed firearms which, though may be lawfully owned, are not permitted in Falmouth Exeter Plus residences or on campus grounds. The Police may be notified.
- 2.3.4 Falmouth Exeter Plus shall notify students of the policy and guidelines on the use of illicit drugs in the Resident's Handbook, and the information will be made available to students within the flat folder. Falmouth Exeter Plus and the Institution will co-operate fully in any police investigation into the use of controlled drugs or substance abuse.
- 2.3.5 Students shall not smoke in any part of Falmouth Exeter Plus residences. Designated external smoking areas are available, which all residents will be made aware of. (See 10)
- 2.3.6 As there is not enough evidence on the public health implications of electronic cigarette vapour, and to minimise potential for confusion for smokers and non-smokers, the use of any type of electronic cigarette in areas where smoking is banned in premises and designated external areas is prohibited.
- 2.3.7 Students shall report any accident in which they are involved or any accident or incident to which they are witness to the Halls Team at the Glasney Lodge.

2.4 Nuisance and anti-social behaviour

- 2.4.1 Every student shall have respect for the private life of other residents and their need for peace and quiet in order to sleep and study. Students are reminded of their proximity to private residents and are asked to respect this.
- 2.4.2 Falmouth Exeter Plus and the Institution encourages students to have an active social life, but only to the extent that this does not involve behaviour which is a nuisance to others.
- 2.4.3 Falmouth Exeter Plus may take disciplinary action against any student who engages in anti-social behaviour, but persistent anti-social behaviour will be regarded as a breach of the student's accommodation agreement, which could lead to it being terminated (the student remains liable for Accommodation Fees until the room is re-let).
- 2.4.4 A breach of parking regulations at the residences constitutes a breach of these Regulations and a breach of the student's accommodation agreement.
- 2.4.5 Under these Regulations, and the student accommodation agreement, students are responsible for the conduct of their guests and visitors (but not intruders) and in addition to the visitor/guest being required to leave by a member of Falmouth Exeter Plus staff, a student may be liable for disciplinary action as a result of any nuisance or anti-social behaviour by their guest/visitor.

- 2.4.6 No student shall cause a noise audible from outside their room or flat and students shall not cause any noise in the shared areas of residences or outside residences between the hours of 11.30 pm and 7.30am. Falmouth Exeter Plus shall take disciplinary action against students who cause noise nuisance. Persistent noise nuisance is a breach of the student's accommodation agreement that could lead to it being terminated.
- 2.4.7 Students shall not ride bicycles or scooters inside any residential building. Nor should they use skateboards inside any residential building; or on the campus or the grounds of residences. Students must not store bicycles in their rooms or anywhere else in residences except for the designated bicycle storage areas.
- 2.4.8 Students shall not play ball games (including golf, cricket or Frisbee) or engage in normally outdoor sporting pursuits in any residential building or in or around the grounds of residences except with the prior written permission of the Halls Manager or Site Supervisor
- 2.4.9 Students shall not play any games in corridors of residential buildings.
- 2.4.10 Students shall not litter the shared areas of the grounds surrounding the residences or on the campus.
- 2.4.11 No student shall bring any animal into any Falmouth Exeter Plus residence or grounds unless it is for the assistance of a disabled person and agreed with the Halls Manager or Site Supervisor.

2.5 Security

- 2.5.1 No student shall admit anyone to Falmouth Exeter Plus accommodation unless they are known to the student or have shown proof of their identity to the student. Students are encouraged to contact staff at the Glasney Lodge or Penryn Campus Security if they have any concerns.
- 2.5.2 Regulation 2.5.1 shall not apply where entry is being forced and the student's personal safety is likely to be put at risk if the student resists.
- 2.5.3 Students shall ensure that external doors and individual flat doors are locked after they use them and shall not leave open any window when their accommodation is unoccupied.
- 2.5.4 Falmouth Exeter Plus is not liable for loss, theft of or damage to any student's property unless it is caused by Falmouth Exeter Plus' negligence (or its employees' or agents' negligence) or a breach of Falmouth Exeter Plus' obligations in the student's accommodation agreement.
- 2.5.5 Students shall accompany visitors/guests in Falmouth Exeter Plus residences at all times. If visitors/guests are leaving after 11.00pm, students shall escort them to the main door leading into the block where the flat is situated and ensure that all doors are securely closed after the visitors'/guests' departure.
- 2.5.6 Students shall show identification on request to any member of the Institution, and Falmouth Exeter Plus staff.
- 2.5.7 Any student who loses his/her key/ entry card shall report the loss as soon as practicable after discovery to a member of the Halls Team at Glasney Lodge or staff based at the relevant Site Office.

- 2.5.8 Students must not lend their key/entry card to anyone, even if that person is a resident in the same building.
- 2.5.9 Students must not make copies of their key.
- 2.5.10 No person shall distribute posters and leaflets in the Residences unless authorised by the Halls Team or Site Office staff.
- 2.5.11 No person shall sell events tickets in the Residences unless they are for Falmouth Exeter Plus or FXU and sold in the main reception area. Authorisation must be granted by the Residence Manager.
- 2.5.12 Falmouth Exeter Plus shall by these Regulations recommend to every student that they attend the Institution/Police talks about security and safety.

2.6 Medical and Health

- 2.6.1 Any student who is diagnosed with or who has been in contact with an infectious or contagious disease, e.g. meningitis, typhoid, swine flu, must inform a member of the Residence Team at Glasney Lodge.
- 2.6.2 If the infection or contact takes place in the vacation, the student shall not resume residence unless the Residence Manager is reasonably satisfied that there is no risk of disease affecting other residents, and to this end they may (depending on the circumstances, but always acting reasonably) request the student to provide a medical or quarantine certificate as a pre-condition of returning to the accommodation.
- 2.6.3 Falmouth Exeter Plus or their contractors shall make such reasonable adjustments as are necessary to ensure that disabled students in Falmouth Exeter Plus accommodation are not put at a substantial disadvantage when compared with other students, and shall actively promote equality of opportunity for students with disabilities.
- 2.6.4 If any student's medical condition results in behaviour which, in the reasonable opinion of the Living Support Team and Residence Manager, materially and adversely affects the health or well-being of other residents (for example a student who self-harms in shared facilities) then the Living Support Team and Residence Manager may request the student's co-operation in:
 - 2.6.4.1 seeking treatment or taking medication; and/or;
 - 2.6.4.2 moving to a different type of Falmouth Exeter Plus accommodation where this is available and would be likely to help; and/or;
 - 2.6.4.3 moving out of Falmouth Exeter Plus accommodation temporarily until the student's condition improves (in which case the student will be asked to vacate the room, will not be charged for the period of absence, and will be offered accommodation, but not necessarily the same accommodation, once the student's condition enables them safely to return).
- 2.6.5 Falmouth Exeter Plus shall provide guidelines on meningitis within the flat folders.
- 2.6.6 Any student who needs to be absent from their accommodation for longer than seven days must notify a member of the Halls Team at the Glasney Lodge or relevant Site Office staff.

3 Tenancy (Accommodation) Agreements

- 3.1 Only persons who have paid a deposit and entered into an accommodation agreement with Falmouth Exeter Plus shall be permitted to occupy Falmouth Exeter Plus residential accommodation.
- 3.2 The accommodation agreement shall be on Falmouth Exeter Plus' standard terms and conditions (which may vary slightly from one residence to another, but only to the extent necessary for different types of accommodation/institution).
- 3.3 Students who wish to terminate their accommodation agreement may only do so in the circumstances, and on the conditions, set out in the accommodation agreement, and following any procedures set out in the Glasney Student Village Handbook. Except in the circumstances described in Regulation 8.6 students terminating their accommodation agreement early remain liable to pay Accommodation Fees until a replacement tenant, reasonably satisfactory to Falmouth Exeter Plus and who is not already in Falmouth Exeter Plus accommodation, takes their place.
- 3.4 Falmouth Exeter Plus will let any rooms which are already vacant to students on its waiting list, in preference to allocating a waiting student to a room where a tenant wishes to terminate their accommodation agreement.
- 3.5 Students, who have a requirement to stay in the local area for academic purposes may apply (at the beginning of the summer term) for accommodation during the long vacation after the end of the period of residence specified in their accommodation agreement,, but accommodation will be subject to availability and successful students must enter into a new accommodation agreement for the additional period they wish to be in occupation. Students may be required to move rooms in order to be accommodated over the summer vacation.
- 3.6 Falmouth Exeter Plus will not refund Accommodation Fees where a student is not able to occupy their accommodation due to ill health, unless it is for a reason connected with a disability or as described in Regulation 8.6.
- 3.7 Falmouth Exeter Plus will not intervene in any dispute between a student tenant and their private landlord.
- 3.8 Falmouth Exeter Plus may treat any breach of a student's obligations in their accommodation agreement as a disciplinary matter under these Regulations, as an alternative, or in addition to, taking legal proceedings to enforce the accommodation agreement.

4 Care of the Accommodation

- 4.1 Students must look after their accommodation as required by their accommodation agreement and their obligation under the general law to behave in a tenant-like manner.
- 4.2 Students must not display notices etc except as permitted by the standard Falmouth Exeter Plus accommodation agreement. Students may display notices etc in Residences if they were issued by the fxu (Falmouth and Exeter Union) and its Societies, provided they have first obtained the Residence Manager's consent and had a date stamp visibly marked on them. Staff may remove any unofficial notice which does not carry a valid Falmouth Exeter Plus date stamp.
- 4.3 No student shall deface damage or remove official notices of Falmouth Exeter Plus or the Institution displayed by Falmouth Exeter Plus staff and/or Residential Assistants.

- 4.4 Residents must not display any item in or from their window (other than small ornaments on internal windowsills) and must not hang anything (including washing and wet suits) from their window or place anything on external windowsills.

5 Charges

- 5.1 Students must pay their charges for Falmouth Exeter Plus residential accommodation on or before the dates set out in their Accommodation Offer (also shown in the accommodation fee procedures document available to view online).
- 5.2 Late fee charges, as stated in Falmouth Exeter Plus' Fees Regulations http://www.fxplus.ac.uk/sites/default/files/documents/accommodation_fees_payment_deadlines_and_debt_recovery_procedures_for_2016-2017.pdf are payable for arrears.
- 5.3 Serious or persistent arrears will be regarded as a breach of the student's accommodation agreement, which could lead to it being terminated.
- 5.4 The disciplinary regulations and procedures applicable to students in debt to Falmouth Exeter Plus Fees Regulations (Fees, Payment Deadlines and Debt Recovery Procedures) http://www.fxplus.ac.uk/sites/default/files/documents/accommodation_fees_payment_deadlines_and_debt_recovery_procedures_for_2016-2017.pdf shall apply to students who owe accommodation charges or any other payment due under their accommodation agreement.
- 5.5 Information on debt management and recovery procedure in relation to accommodation arrears is detailed in the Residences Handbook and Falmouth Exeter Plus' Fees, Payment Deadlines and Debt Recovery Procedures document available to view online.
- 5.6 All enquiries regarding payment of accommodation charges and all credit/ debit card payments shall be made to:
- The Finance Office, Penryn Campus, Penryn, Cornwall, TR10 9FE
Telephone 01326 259361
For enquiries regarding accommodation charges e mail: residences@falmouth.ac.uk
(DO NOT SEND PERSONAL BANK/CREDIT CARD DETAILS BY EMAIL)
- 5.7 Falmouth Exeter Plus shall not be required to make any repayment of pre-paid charges except as set out in Falmouth Exeter Plus' accommodation agreement or in these Regulations.
- 5.8 Falmouth Exeter Plus or the Institution shall not act as guarantor, or pay charges, for any student living in privately-owned or leased accommodation.

6 Disciplinary Procedures

- 6.1 If a student is in breach of these Regulations or the terms of his/her accommodation agreement, Falmouth Exeter Plus may in its reasonable discretion take disciplinary action against them in accordance with Falmouth Exeter Plus' Disciplinary Procedure. In the case of serious or persistent breaches of the accommodation agreement and/or Regulations Falmouth Exeter Plus will refer the case to the relevant Institution for disciplinary action under the Institution's Disciplinary Procedures.
- 6.2 Disciplinary procedures for Falmouth Exeter Plus will be made available to students in the flat folders. Ignorance of these Regulations shall not be acceptable as an excuse for infringement of them.

- 6.3 Students may be invited to attend investigative/disciplinary meeting(s) in order to try and establish further information concerning any alleged incidents. Invitations to attend such meetings will be notified via the online enquiry system 'Compass' which links through to students' University email accounts. Student should check their emails on a daily basis.
- 6.4 Nothing in these Regulations shall prevent Falmouth Exeter Plus from taking court proceedings where appropriate against a student who is in breach of their accommodation agreement or from reporting a student's actual or suspected criminal conduct to the police.

7 Social Events

- 7.1 Under these Regulations, and the student accommodation agreement, students are responsible for the conduct of their guests and visitors (but not intruders).
- 7.2 A resident may not invite more than four guests to their room at any time. They may not invite a guest to stay overnight without the written consent from a member of the Halls Team or Site Office staff.
- 7.3 A member of the Residence Team or nominated representative shall not give consent to overnight guests during Freshers Fortnight or at any time in a shared room where it may not be in the co-occupier's interest. No consent shall be given to overnight guests aged under 18.
- 7.4 A student must obtain the written consent of the Residence Team if they wish to have fourteen or more people (including themselves and the other residents of that flat) in the flat at any one time.
- 7.5 Students may not hold or attend barbecues on any part of the campus except for those in designated BBQ areas or those endorsed or organised by the Residence Management.

8 Arrivals and Departures, Early Terminations

- 8.1 Students shall not be admitted to the residences before the Saturday prior to the start of the accommodation agreement unless the Residence Manager has previously agreed and the student has paid the additional charges due for the extra days.
- 8.2 Students shall vacate their rooms by **10.00am** on the agreed contract end date unless a member of Accommodation Services has previously agreed and Falmouth Exeter Plus may charge students (at the equivalent rate to the academic year accommodation where consent has been given, and at **£50.00 late move out charge where no consent has been given**) for any additional days they or their belongings are in residence.
- 8.3 Students must return their key/ entry card at the end of the academic year as directed in the Handbook or pay the cost of replacement.
- 8.4 The accommodation agreements may not be terminated early except as set out in Falmouth Exeter Plus' accommodation agreement. Falmouth Exeter Plus may make charges for early termination as set out in the accommodation agreement.
- 8.5 Where a student wishes to leave Falmouth Exeter Plus residential accommodation before the accommodation agreement has expired, the student must follow the procedure set out in the Handbook.
- 8.6 Falmouth Exeter Plus will not give refunds or discharges of accommodation charges unless one or more of the following grounds (in Falmouth Exeter Plus' reasonable discretion) applies:

- withdrawing, interrupting, or deferring from the University. All applications for remission of charges must be accompanied by written evidence (Request to Vacate Form) signed by the Department for:
- compassionate grounds, such as the student's or their partner's long-term or substantial illness
- the student is unable to continue their studies because of a disability
- material change in the student's personal circumstances likely to adversely affect their life or work, such as bereavement or pregnancy
- Falmouth Exeter Plus' material misrepresentation about the accommodation

All applications for remission of charges must be accompanied by written evidence and demonstrate exceptional individual difficulty which could not have been foreseen prior to acceptance of the contract.

- 8.7 Where an application for refund or discharge of charges is accepted, Falmouth Exeter Plus will notify the student in writing of that fact and arrange for any refund to be made as soon as practicable after the student vacates.
- 8.8 Where an application for refund or discharge of charges is rejected, Falmouth Exeter Plus will notify the student in writing of that fact and give reasons for its decision. Objections to the decision may be made under the Falmouth Exeter Plus complaints procedure :
<http://www.fxplus.ac.uk/documents/it-estates-and-campus-services-complaints-procedure-0>
- 8.9 A student whose application for refund or discharge of charges is rejected may stay in their accommodation until a replacement student, reasonably satisfactory to Falmouth Exeter Plus and not already in Falmouth Exeter Plus accommodation, is found or they may vacate, but in these circumstances they will remain liable to pay the charges for the room until a new tenancy is granted by Falmouth Exeter Plus to a suitable replacement student.
- 8.10 Students vacating early must on their departure return their key/ entry card and ID card to the place where they were issued together with the counter-signed and dated "Request to Vacate" form. Unless all items are handed back to Falmouth Exeter Plus, Falmouth Exeter Plus may either continue to charge for the room until the item is returned or charge the proper replacement costs to the student, whichever is more favourable to the student.
- 8.11 The Accommodation Office, in liaison with the Residence Team has the discretion to allow a room transfer within residences but shall charge an administration fee of £40 unless the reason is because of a serious problem with a student's room or neighbours.

9 Falmouth Exeter Plus-Resident liaison

- 9.1 Complaints by students who are in Falmouth Exeter Plus residential accommodation shall be made in accordance with the Falmouth Exeter complaints procedure:
<http://www.fxplus.ac.uk/documents/it-estates-and-campus-services-complaints-procedure-0>
- 9.2 The following officers of the Institution or Falmouth Exeter Plus shall be responsible for dealing with requests from students for advice and students should contact the officers listed below3
- 9.2.1 With regard to academic matters, welfare, discipline and other students in accommodation:
- Living Support Officer
 - Halls or Accommodation Officer
 - Halls or Accommodation Manager

With regard to domestic matter in accommodation, catering, portering, cleaning and room allocation

- Halls or Accommodation Officer, Site Office Staff
- Halls or Accommodation Manager

Help and support in relation to all these matters is available through the Accommodation Services Team, Student Support Services and the FXU (Student Union).

10 Information and Policies

Details can be found on the below in all residences flat folders:

- Fire Safety
- Meningitis
- No Smoking
- Zero Tolerance on Drugs within residences
- Parking Regulations
- Falmouth Exeter Plus Complaints procedure
- Falmouth Exeter Plus and the Institution's Disciplinary Procedure
- The Institution's General Regulations and Student Charter
- Help and support services available to Students

Falmouth Exeter Plus policies & procedures

<http://www.fxplus.ac.uk/resource-files/27>