

Licence to Occupy Terms and Conditions of Residence 2025 / 2026

Introduction (A) Parties to this Agreement

This licence agreement is made between:

1. Coventry University of Priory Street, Coventry, CV1 5FB (the “**University**”); and
2. The student described in the Offer of Accommodation who is undertaking a course of study with the University (“**you / the Licensee**”)

(B) Terms of this Agreement

This licence agreement is made up of the following documents:

1. these Terms and Conditions (the “**T&Cs**”);
2. your offer of accommodation setting out the specific details of the accommodation being offered to you (the “**Offer of Accommodation**”); and
3. any fee information and/or a summary of costs in relation to the Licence Fee issued either with or after the Offer of Accommodation is made together the “**Agreement**”

(C) Accepting this Agreement

You can accept this Agreement by accepting the Offer of Accommodation. On doing so, you will enter into a legally binding contract with the University and will be subject to the terms of this Agreement.

If you move into the Room without first accepting this Agreement, your conduct of moving into the Room and/or collecting the keys or access card to the Room will be a deemed acceptance of the terms of this Agreement.

(D) Variations to this agreement

Apart from any changes which are necessary as a result of government legislation, this Agreement cannot be changed unless in accordance with clause 23.

(E) Enquiries

If you have any queries regarding the terms of this Agreement, you should contact Futurelets in the first instance. Contact details can be found at <https://www.coventry.ac.uk/life-on-campus/accommodation/> or unihalls@futurelets.co.uk.

If you require more specific information on your rights and responsibilities under this Agreement, please contact the Student's Union Advice Centre, the Citizen's Advice Bureau or a legal professional.

1. Definitions

- 1.1. **Advanced Licence Fee Payment:** the sum of £90 (ninety pounds), payable in accordance with clause 3 of this Agreement.
- 1.2. **A-Z Guide:** the University's accommodation A-Z guide, which can be found in the Student Portal at <https://share.coventry.ac.uk/students/FutureLets/Pages/UsefullInformation.aspx>.

- 1.3. **Banned Items:** any item which in the University's reasonable opinion is or may become dangerous, offensive, combustible, corrosive, inflammable, radioactive or explosive, including but not limited to:
- 1.3.1. fire hazards: candles, hookah/shisha pipes, electrical heaters, gas or liquid fuel heaters, cooking torches, flammable materials, camping stoves, portable cooking stoves/hobs, barbeques, gas cylinders, oil burners any other device or apparatus which creates a naked flame, electric scooters, electric bikes and other similar electric vehicles, and batteries for any such electric vehicles;
 - 1.3.2. electrical hazards: multi-socket / multi-plug extension devices,
 - 1.3.3. offensive items and weapons: firearms, deactivated/imitation firearms, bb guns, pistols, cross-bows or archery equipment, martial arts weapons, baseball bats, knives (aside from standard kitchen utensils) nitrous oxide cannisters; and
 - 1.3.4. obstructive Items: large items that cause obstruction to any of the access points and fire escape routes in the Student Accommodation or as otherwise notified to Students from time to time.
 - 1.3.5 Leak hazards: portable ice baths, portable dishwashers/washing machines and similar items.
- 1.4. **Bishop Gate:** means Bishop Gate student accommodation, Tower Street, Coventry, CV1 1AJ.
- 1.5. **Cleaning and Administration Fee:** the sum of £50 charged in accordance with Clause 11.1 or 11.2.1 and payable immediately on request.
- 1.6 **Common Areas:** all of the parts of the Student Accommodation which are not Rooms and includes, but is not limited to, the kitchen areas, shared bathrooms, lounges, stairwells and toilets which are used in common with other occupiers of the Student Accommodation.
- 1.7. **Cycle Works:** means The Cycle Works student accommodation, 1 Raglan Street, Coventry, CV1 5QD.
- 1.8. **Emergency Situation:** means flood, earthquake, hurricane or any other type of natural disaster, war, threat of bombs, terrorist threats, pandemic, epidemic or any other emergency which the University deems to make Student Accommodation uninhabitable, unfit or unsafe.
- 1.9. **End Date:** means the last day of this Agreement, however it ends.
- 1.10. **FutureLets:** means The FutureLets Limited (CRN: 09136328) whose registered office is at Coventry University, Priory Street, Coventry, CV1 5FB.
- 1.11. **Godiva Place:** means Godiva Place student accommodation, Lower Ford Street, Coventry, CV1 5DQ.
- 1.12. **Guest:** means any visitor invited by you, whether that invitation is expressed or implied or any other person visiting you at the Student Accommodation.

- 1.13. **Accommodation Manager:** the person appointed to manage the Student Accommodation by the University from time to time. The Accommodation Manager may delegate their powers to other members of University Staff where they consider it appropriate to do so.
- 1.14. **Licence Fee:** the fee for the Room for the Period of Occupation as notified to you in the Offer of Accommodation and payable in accordance with clause 3 of this Agreement.
- 1.15. **Offer of Accommodation:** the notification sent to you by the University which details the Room to be allocated to you (subject to the University's rights set out in clause 11.2), Period of Occupation and Licence Fee.
- 1.16. **Parish Rooms:** means Parish Rooms student accommodation, 5 Vecqueray Street, Coventry, CV1 2HP.
- 1.17. **Period of Occupation:** the period during which the Student Accommodation is available for occupation by you as specified in the Offer of Accommodation.
- 1.18. **Room:** a part of the Student Accommodation as detailed in your Offer of Accommodation (including the fixtures and fittings, furniture, furnishings and contents therein) which you are permitted to occupy as a private study bedroom and otherwise in accordance with this Agreement.
- 1.19. **Student:** means an individual who has successfully enrolled on a full-time programme of study with the University or CU Coventry or who is enrolled but temporarily not in attendance of a fulltime programme of Study with the University.
- 1.20. **Student Accommodation:** the building named in the Offer of Accommodation in which the Room is situated, together with the Common Areas and any external areas of the Student Accommodation which are owned by the University (e.g. car parks, gardens, paths and roads).
- 1.21. **University:** means Coventry University of Priory Street, Coventry, CV1 5FB, its staff and all third parties authorised to act on its behalf. For the avoidance of doubt, this includes FutureLets.
- 1.22. **University Staff:** individuals employed by the University who are involved in the running of the Student Accommodation. This includes, but is not limited to, estates staff, protection staff and accommodation staff.
- 1.23. **University's Academic Regulations:** the University's academic rules and regulations which can be found at <https://www.coventry.ac.uk/the-university/key-information/registry/academic-regulations/information/registry/academic-regulations/regulations/>.
- 1.24. **University's General Regulations:** the University's general rules and regulations which can be found at <https://www.coventry.ac.uk/the-university/key-information/registry/general-regulations/>.
- 1.25. **Working Day:** any day which is not a Saturday, Sunday, a bank holiday or a public holiday in England.

2. Your obligations

You agree to comply with the obligations set out at clauses 3 to 12 of this Agreement.

3. Payment of the Licence Fee

- 3.1. You must pay the Advanced Licence Fee Payment on the date specified within the Offer of Accommodation;
- 3.2. The remaining balance of the Licence Fee is payable in accordance with the payment schedule set out in the Offer of Accommodation.
- 3.3. The obligation for you to pay the Licence Fee applies irrespective of your individual course dates and irrespective of when you actually move into the Room. For the avoidance of doubt, your individual course dates may begin and end on different dates to the Period of Occupation.
- 3.4. If somebody else pays all or part of the Licence Fee on your behalf (e.g. a sponsor or parent), this will not reduce or affect your responsibilities under this Agreement or result in any rights or benefits accruing to that other paying party.
- 3.5. The Licence Fee is inclusive of normal residential use of electricity, gas and water utility services (the “Utilities”). The University reserves the right to recharge you for non-residential, unreasonable or excessive consumption of the Utilities.

4. At the Start of this Agreement

- 4.1. On or shortly after arrival, the University will send you an email with an inventory detailing the condition of the Room and Common Areas. You shall check the inventory and record any discrepancies which should be submitted to the University within 10 days of the date on which you receive the email containing the inventory. If you fail to respond to the inventory within the 10 day period, you will be deemed as having accepted the inventory. Appeals against damage charges will not be considered if you fail to return a completed inventory to the University within the 10 day period.

5. Occupancy / Using the Room

- 5.1. This Agreement is not a tenancy: it is a licence granting you a non-exclusive licence to occupy the Room. This means that no relationship of landlord and tenant is created between you and the University. You have a personal right to occupy the Room during the Period of Occupation but do not have exclusive possession to the Room. This means that the University has the right to:
 - 5.1.1. enter your Room in accordance with clause 13.1; or
 - 5.1.2. require you to move to alternative accommodation in accordance with clause 11.2.
- 5.2. You are the only person permitted to occupy the Room and must not use the Room for any other purpose than as a private study bedroom. For the avoidance of doubt, you are not permitted to conduct or advertise any private profession, trade or business from the Room, Common Areas or Student Accommodation. (i.e. you are not permitted to run a business).
- 5.3. If you occupy a shared room, for the purposes of clause 5.2, above, ‘you’ also refers to the individual with whom you are sharing accommodation.
- 5.4. The Agreement does not grant you with the right to occupy a specific Student Accommodation or Room. The University reserves the right to transfer your occupation to a different Student Accommodation or Room in accordance with clause 11.2 of this Agreement.

- 5.5. When occupying the Room, you shall comply with the Community Living Agreement at all times (a copy of the Community Living Agreement is appended at Schedule 2).

6. Guests

- 6.1. You are responsible for the behaviour of any other person permitted to occupy the Room under this clause 6 and you must ensure that they do not breach the terms of this Agreement. If they do, you will be deemed to be in breach of this Agreement.

- 6.2. You are permitted to have one overnight Guest, who must be 18 or over, in the Room, for no more than two nights in any 7-day consecutive period (provided that any such guest has not previously stayed in any other room at the Student Accommodation at any point in that 7 day period), provided that you

6.2.1. complete a guest registration form, which can be found on University's student portal at <https://share.coventry.ac.uk/students/FutureLets/Pages/UsefullInformation.aspx> or in the event the system is not accessible complete at the reception area within the Student Accommodation (either hardcopy or via QR code), and obtain written permission in accordance with the procedure outlined in the guest registration submitting the form Monday to Friday before 16:00 hours, no guest requests will be authorised over a weekend or bank holiday.

6.2.2. always sign your Guests in on arrival and out on departure every time you enter and exit the building regardless of day or overnight guest at the relevant reception of the Student Accommodation for fire safety reasons;

6.2.3. do not give your keys and/or access cards (or copies) to any Guest;

6.2.4. take reasonable steps to ensure that your Guests are not left unattended while in the Student Accommodation; and

6.2.5. ensure that such Guests comply with the fire safety and other safety procedures for the relevant Student Accommodation.

6.2.6 resident guests are to provide on request photographic identification to university staff complying with section 7.6.1

- 6.3. You are permitted to invite day Guests to the Room between the hours of 08:00 and 23:00 subject to complying with clauses 6.2.2 to 6.2.5 and always subject to clause 6.4. Where a day Guest arrives after 22:00, they may be required to comply with clause 6.2.1 or their entry may be refused altogether.

- 6.4. The University reserves the right to refuse admission to any guest/group and/or require any Guest to leave. Staff also reserve the right to limit the number of guests entering the building.

7. Conduct and Behaviour

You agree to show respect, at all times, for persons living and/or working in the Student Accommodation or the locality of the Student Accommodation and to comply with the rules set out in the A-Z Guide and not to do anything which may prejudice good estate management in relation to the Student Accommodation, including but not limited to the following:

- 7.1. to abide by the University's General Regulations;

- 7.2. not to bring into the Student Accommodation any unlawful drugs or other such substances including any controlled drugs listed in the Misuse of Drugs Act 1971 (as amended or replaced) or psychoactive substances (i.e. legal highs) or to allow such substances to be used in the Room or Student Accommodation or to use or bring any items designed to use those unlawful drugs or substances;
- 7.3. not to bring into the Student Accommodation anything which is a weapon, illegal item or anything which the University considers to be dangerous, threatening or offensive or to bring any Banned Items into the Student Accommodation. On being made aware of any such items being brought into the Student Accommodation, staff members will be entitled to remove said items without warning and you may face disciplinary action;
- 7.4. not to take or allow to be taken into the Room or Common Areas, any bicycles, skateboards, motorcycles, electric scooters or any parts for them;
- 7.5. to adhere to the University's IT Code where IT facilities are available within the Student Accommodation;
- 7.6. You agree to show respect at all times for, and not to cause any annoyance or nuisance to, persons living and/or working in the Student Accommodation or the locality of the Student Accommodation, including but not limited to the following:
 - 7.6.1. not to impede University Staff with the performance of their duties and to comply with reasonable instructions issued to you. Such instructions may include, but are not limited to, providing University identification when reasonably requested to do so in accordance with the University's General Regulations;
 - 7.6.2. not to enter the room of any other University Student without their permission;
 - 7.6.3. ensure that there is no loud noise that causes a disturbance at any time;
 - 7.6.4. not to hold, or permit to be held, any parties in the Student Accommodation;
 - 7.6.5. not to consume excessive alcohol within the Room, Common Areas or Student Accommodation and to comply with alcohol exclusion zones;
- 7.7. not to throw any object out of any window in the Student Accommodation
- 7.8. not to keep any animal, bird, reptile, insect or fish in the Room, Common Areas or elsewhere in the Student Accommodation. Guide dogs or animals required for medical/therapy purposes are permitted provided you have the prior written permission of the University, with supporting medical evidence and circumstances to be considered on a case-by-case basis;
- 7.9. not to use any form of cooking apparatus (including but not limited to chip pans, deep fat fryers, toasters, rice cookers, hotplates or microwaves) anywhere in the Student Accommodation other than those provided by the University in the kitchens of the Student Accommodation;
- 7.10. not to play any ball games anywhere within the Student Accommodation;
- 7.11. refrain from any behaviour which may be perceived as harassment or intimidation or annoyance to any other residents, Guests, University staff or persons working and/or living in the locality of the Student Accommodation on any basis, including but not limited to, on the grounds of gender, age, disability, nationality, race, religion or sexuality;

- 7.12. not to display on any windows or in any other prominent place within the Student Accommodation any posters, advertisements, images, flags or text which in the reasonable opinion of the University could be construed as being offensive to any other residents, Guests, University Staff, or persons working and/or living in the locality of the Student Accommodation;
- 7.13. not to interfere with the heating controls and time switches (where relevant) in the Room or the Student Accommodation;
- 7.14. not to allow any other persons to use, borrow or copy your access card or keys to the Student Accommodation or Room; and
- 7.15. not to behave in such a manner as to bring the University into disrepute.

8. Condition of the Room You agree:

- 8.1. to keep the Room, Common Areas and Student Accommodation in a clean and tidy condition at all times and to ensure that kitchen equipment including cooking utensils, crockery and cutlery is washed and put away promptly after use and that any spillages are cleaned up immediately.
- 8.2. to remove any rubbish and recyclable materials from the Student Accommodation regularly, disposing of it at the designated waste collection points. A breach of hygiene warning may be given for any students leaving bags of waste anywhere other than the designated waste bins;
- 8.3. not to make any alterations or additions to the Room, Common Areas or Student Accommodation, including:
 - 8.3.1. fitting or installing any television or radio aerials or satellite dishes;
 - 8.3.2. affixing anything to the walls, windows, ceilings or doors that might cause damage to the paintwork, wallpaper, plasterwork, woodwork or furniture when removed, including but not limited to stickers, adhesive tapes, glues, strips, tacs or LED strip lights
 - 8.3.3. affixing notices, posters or pictures in any part of the Common Areas other than on the pin boards provided
 - 8.3.4. pre-installed shower heads must not be removed or tampered with in any way.
- 8.4. except for bedding and soft furnishings, not to add any extra items of furniture or fittings to the Room or Common Areas without the written permission of the Accommodation Staff. Such items, furniture and fittings must comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (which is all furniture ordinarily intended for private use in a dwelling and as identified by a fire safety label) (as amended or replaced);
- 8.5. not to use any cooking equipment or to install additional fridge or freezer units in the Room, save that Students are permitted one mini fridge (with no freezer section and maximum dimensions of 530mm (height) x 400mm (width) x 430mm (depth)) within the Room subject to obtaining written approval from the Accommodation Staff;
- 8.6. not to remove, alter or damage any items of furniture or fittings from the Room, Common Areas or Student Accommodation;

8.7. to notify the Accommodation Staff of any disrepair or of any maintenance/repair needs as soon as they arise; and

8.8. not to cause any damage to the Room, Common Areas or Student Accommodation.

9. Health and Safety

9.1. You must comply at all times with all guidance and regulations relating to health, safety and security which are issued by the University from time to time and shall not otherwise do anything that will put the health and safety of the other Students, Guests, University Staff or other visitors at risk.

9.2. The University reserves the right to evacuate and temporarily close the Student Accommodation in the event of an Emergency Situation occurring. In the event that an evacuation becomes necessary, the University will endeavour to relocate you to suitable alternative accommodation in accordance with clause 11 as far as it is reasonably practicable to do so. However, the following conditions shall apply:

9.2.1. suitable alternative accommodation will be allocated at the discretion of the University and any special circumstances will be given priority;

9.2.2. the conditions of the alternative accommodation may vary significantly from the Student Accommodation under this Agreement – e.g. smaller rooms, shared rooms, shared bathrooms, location, non-catered accommodation etc.;

9.2.3. you are required at all times to adhere to and abide by the rules and regulations relating to the alternative accommodation to which you are assigned as well as the University's General Regulations; and

9.2.4. the terms of this Agreement shall at all times apply to any alternative accommodation so far as reasonably practicable and to the extent that the terms are compatible with the regulations of the alternative accommodation.

9.3. In relation to **fire safety**, you agree:

9.3.1. to adhere to all University guidelines in relation to fire safety, to respond to fire alarms and to promptly evacuate the Student Accommodation in the event of a fire alarm;

9.3.2. not to smoke (which for the avoidance of doubt includes the use of e-cigarettes or vaping) inside the Room, Common Areas or Student Accommodation, or within 2 metres of any entrance way or window to the Student Accommodation and not to dispose of cigarette ends anywhere other than in the designated smoking bins;

9.3.3. not to obstruct any fire escape routes, nor prop open or tamper with any fire doors located within the Student Accommodation, nor to interfere or tamper with any fire detection, monitoring or prevention equipment located within the Student Accommodation;

9.3.4. not to interfere with any electrical installation in the Student Accommodation and shall not use any form of radiant fires and convectors or electrical adaptors;

9.3.5. not to use barbeques anywhere within the Student Accommodation; and

9.3.6. not to do anything that may cause a fire hazard, which includes (but is not limited to) using or storing Banned Items in the Student Accommodation or leaving any cooking unattended.

If a student breaches the fire safety regulations, the University will take action that it deems appropriate in the circumstances, including requiring the Student to complete a module on Fire Safety Awareness;

9.4. In relation to **security**, you agree to keep your Room and the Student Accommodation secure at all times. Your obligations in this respect include, but are not limited to:

9.4.1. ensuring that both the door to your Room and the external door to the Student Accommodation are locked when you go out;

9.4.2. ensuring that you do not give your keys and/or access card to anybody else and not marking your keys and/or access card with your address; and

9.4.3. not letting anybody you do not know into the Student Accommodation.

9.5. In relation to **public health**, you agree to comply with any legislation implemented by the government in relation to public health from time to time (including, but not limited to, the Covid19 or any other future pandemic) and to comply with any guidance, directions, regulations implemented by the University as a result of that government legislation.

9.6. In relation to **electrical safety**, you agree:

9.6.1. not to alter, tamper with or deliberately damage any electrical appliances or items provided by the University;

9.6.2. not to bring in or use any form of electrical heating devices within the Student Accommodation;

9.6.3. not to bring in or use any form of multi-socket / multi-plug extension device within the Student Accommodation;

9.6.4. be responsible for ensuring that any electrical items brought by you into the Student Accommodation adhere to all relevant safety legislation; and

9.6.5. where required by the University, to remove any electrical items which are faulty, unsafe or contravene safety legislation. If you fail to comply with such a request, the University may confiscate such items in accordance with clause 13.2.

10. Use of Student Accommodation during summer vacation

10.1. If you wish to use a room during the summer vacation at the end of the Period of Occupation, you must apply to unihalls@futurelets.co.uk in accordance with procedures which the University will notify to you from time to time. The University may allocate rooms entirely at its discretion and subject to availability on a first-come-first-served basis. For the avoidance of doubt, the University may allocate you an alternative room in an alternative student accommodation building.

10.2. In the event that the University permits you to occupy a room during the summer vacation period, you will be required to comply with the terms of this Agreement as if it had been extended to cover the room issued to you for vacation period and, for the avoidance of doubt, you shall be

liable to pay the Licence Fee (calculated on a daily basis) during the extended period of this Agreement.

- 10.3. This University reserves the right to reject any application for use of a room during the summer vacation period in the event that you have failed to pay the Licence Fee when it has become due under this Agreement or have otherwise failed to comply with the terms of this Agreement during the Period of Occupation.

11. Moving Rooms & Relocation

- 11.1. You agree not to move to any other room within the Student Accommodation unless the University has provided prior written consent. In exceptional circumstances, you may request written consent from the University to move to a different room or student accommodation during the Period of Occupation. Such requests will be considered on their merits, taking into account (including, but not limited to) factors such as the availability of alternative accommodation and practical and financial implications for the University in granting consent. Any change in room or student accommodation is subject to you paying a Cleaning and Administration Fee to the University. If you are permitted to move, these T&Cs will be transferred to the new room and your Licence Fee will be adjusted accordingly (this means that a higher or lower Licence Fee may be payable for the remaining duration of the Period of Occupation).
- 11.2. The University reserves the right to relocate you to similar alternative accommodation in any circumstances including, but not limited to, the following:
- 11.2.1. as a result of your behaviour, the University considers that it is necessary to move you from the Room to protect your wellbeing, the wellbeing of others or to prevent damage to the Room and/or Student Accommodation (and in such cases a Cleaning and Administration Fee may be charged); or
 - 11.2.2. the relocation is required for the ongoing management of the Room or Student Accommodation (for example this includes, but is not limited to, situations where the University needs to undertake works to the Room or Student Accommodation, the Room or Student Accommodation is unfit for occupation, as a result of an Emergency Situation).
 - 11.2.3. where an individual has taken occupancy of an accessible/adapted room type, this is on the understanding that these room types are a priority for individuals with specific needs and therefore in the event that the room is needed for such purpose the University reserves the right to relocate you to another suitable room
- 11.3. If the University requires you to relocate under clause 11.2, the University will (aside from in emergency situations including under Clause 11.2.1 for the avoidance of doubt) provide you with written notice detailing the alternative accommodation and date on which you are required to move. The University will provide you with reasonable notice of the relocation date taking into account all relevant circumstances.
- 11.4. If you are either permitted to move or required to move to alternative accommodation under this clause 11, you must remove all of your personal belongings from the Room and/or Common Areas (if required). If you fail to remove your personal belongings, clause 12.2 will apply.

11.5. If you fail to comply with a request to relocate you to alternative accommodation under clause 11.2 of this Agreement, the University reserves its right to take legal action against you which may include but is not limited to, obtaining an order for possession from the Court. If legal action is required, the University will seek to recover its reasonable legal costs from you.

12. At the end of this licence

12.1. You agree that by 9:00am on the End Date, you shall:

12.1.1. vacate the Room, having removed all personal belongings from the Room and Common Areas and leaving the Room and Common Areas in a clean and tidy condition and otherwise in a state which is consistent with clause 8; and

12.1.2. return all keys and any access ID cards other than your Student ID to the reception area at the Student Accommodation. If you fail to return the keys or access cards, the University will either have to replace the access card or fit new locks and will charge you for the reasonable cost of doing this.

12.2. If you fail to comply with clause 12.1.1 and remove all of your personal belongings from the Room, the University will be entitled to:

12.2.1. remove the belongings from the Room and place them in storage. The University will give you at least 14 days' notice to retrieve the belongings and if unclaimed after such period the University reserves the right to sell, donate to charity or otherwise dispose of them. You shall be responsible for the reasonable costs which the University may incur in storing and disposing of such belongings. The University shall be entitled to deduct such costs from any monies lawfully due to you; and

12.2.2. claim damages for trespass in respect of any period of occupation following the End Date.

12.3. If you fail to remove all of your personal belongings from the Common Areas, then unless they are clearly and easily identifiable as belonging to you (in which case clause 12.2.1 will apply), the University will be entitled to dispose of these items without further reference or recourse to you.

12.4. The University will inspect the Room and the Common Areas as soon as is reasonably practicable at the End Date. Prior to the End Date, you will be provided with the checkout information, which will outline the checkout process. You are advised and encouraged to participate in the inspection, as outlined in the checkout information. If the inventory for the Room and/or Common Areas does not match the condition of the Room or the Common Areas recorded at the commencement of the Period of Occupation, the University may recover from you the amount necessary to make good any damage or loss in accordance with the University's general right to claim damages. You must notify any dispute over such amounts to the Hall Manager within 10 Working Days of receiving notification of the amount of damage or loss payable by you. Any appeal against damage charges will not be considered if a completed inventory has not been submitted in accordance with clause 4.1 of this Agreement.

12.5. Failure to comply with the checking out procedure may result in you being liable for the reasonable cost incurred by the University to make good any loss or damage to the Room and the Common Areas discovered by the University on inspection under clause 12.4 excepting fair wear and tear. The University will also be entitled to recover from you any further amount due in respect of any

damage to or loss of University property and/or other payments outstanding under this Agreement (including but not limited to any outstanding amounts in respect of the Licence Fee).

- 12.6. The University will not collect and forward mail to you after the End Date and will not allow former students to access the Student Accommodation in order to collect mail or otherwise. At the End Date, you are responsible for notifying any relevant third parties of your change of address. The University will return all post received to sender.

13. The University's Other Rights

- 13.1. **Access:** the University reserves the right to enter the Room at all times for any reason in accordance with this Agreement.

13.1.1. In normal circumstances, the University would exercise this right at reasonable times having provided you with reasonable notice.

13.1.2. In circumstances where necessity or emergency dictates, the University reserves the right to enter the Room without prior notice. In such an emergency situation, University Staff will knock before entry to announce themselves and to confirm that they will be entering the Room. Regardless of whether you answer or are present, the University Staff will then let themselves into the Room using their own access card / key.

- 13.2. **Removal of items:** the University may at its absolute discretion enter the Room and/or Common Areas and confiscate any item which in its reasonable opinion presents a risk to the health and safety of you, other residents, Guests and/or University staff. For the avoidance of doubt, this includes but is not limited to all items which are Banned Items or referred to at clauses 7.2, 7.3, 7.4, 7.8, 7.9, 7.12. If the University removes an item:

13.2.1. you will be notified of the removal and will be given 14 days to collect the item, however you will not be able to take the item back into the Room or Student Accommodation. If you do not collect the item within the 14 day period, the University will be entitled to dispose of the item without further recourse to you;

13.2.2. you will not be entitled to collect any fire arms, BB guns, deactivated/imitation fire arms, knives unlawful drugs or other such substances including any controlled drugs listed in the Misuse of Drugs Act 1971 (as amended or replaced) or psychoactive substances (i.e. legal highs) that are removed. These items will either be passed to the police or destroyed and they will not be returned.

- 13.3. **Works and alterations:** the University reserves the right to carry out alterations, repairs, improvements or works to the Student Accommodation or any adjacent, adjoining or neighbouring property owned by the University. Except in the case of an emergency, the University will provide you with written notification of any proposed works. The University will have no liability to you for any disturbance caused by any alterations, repairs, improvements or works of this nature, provided it has taken reasonable precautions to minimise the disturbance caused.

14. What happens if you breach this Agreement

14.1. If any payments of the Licence Fee due under clause 3 remain outstanding for more than 28 days after the date on which the payment is due, the University may terminate this Agreement in accordance with clause 16.2.1. If you are experiencing financial difficulties, cannot pay or require financial advice, please contact accom.fin@coventry.ac.uk.

14.2. Where the University becomes aware that you or any of your Guests have committed a serious breach of this Agreement and the breach places you or others at risk of harm to health and/or wellbeing, then:

14.2.1. you will be provided with written notification of the breach as soon as is reasonably practicable. The Accommodation Manager will take such steps to investigate as is reasonable and proportionate in the circumstances. On receiving such a notification, you will be given the opportunity to provide a response, which may include inviting you to a meeting or to provide a written account (depending on the circumstances). If there is a meeting, you may be accompanied by one friend or supporter as long as you provide confirmation of that individual's attendance prior to the meeting.

14.2.2. Should you fail to provide a response without good reason after being given the opportunity to do so, then the University may proceed based upon the evidence and information that is available or has been collected.

14.2.3. If you admit responsibility of the breach, there will be no right of appeal.

14.2.4. if the University reasonably believes that action is necessary to protect against any potential risk of harm to health and/or wellbeing of you or others, the University may:

14.2.4.1. require you to relocate to alternative accommodation in accordance with clause 11.2.1; or

14.2.4.2. terminate this Agreement under clause 16.2.2.

14.2.5. For the avoidance of doubt, the University considers a breach of clauses 3.1, 3.2, 5.2, 7.2, 7.3, 7.10, 7.14, 7.15, 9.3-9.6 and 11.3-11.6 to constitute a serious breach of this Agreement;

14.2.6. If the Accommodation Manager is content that there is no need for immediate action under clause 14.2 it may still issue you with a written warning.

14.3. Where the University becomes aware that you or any of your Guests have breached this Agreement, the University may take action against you as outlined below, save that this process shall not be applied where you have failed to pay the Licence Fee (in which case clause 14.1 will apply) or you have committed a serious breach which the University reasonably believes to place you or others at risk of harm to health and/or wellbeing (in which case clause 14.1 will apply).

14.3.1. Where the University is informed of, identifies or becomes aware of a breach of the terms of this Agreement, the Accommodation Manager will decide whether to:

14.3.1.1. discuss the matter informally with you;

14.3.1.2. send you written notification of the alleged breach/breaches; or

14.3.1.3. take no further action;

14.3.2. Where the University deems it necessary to take further action:

14.3.2.1. the Accommodation Manager (or designated nominee) will investigate the alleged breach, collect any relevant evidence as soon as is reasonably practicable and provide you with written notification of the alleged breach/breaches and any relevant evidence;

14.3.2.2. you will then be allowed to submit a response within 5 Working Days confirming whether you admit or deny the alleged breach and also to provide any further information about the alleged breach. In the event that you admit the breach, you will have no rights to appeal;

14.3.2.3. after considering your response (if provided), the Accommodation Manager will decide (acting reasonably) whether the alleged breach has been committed and, if so, the Hall Manager will decide whether to:

14.3.2.3.1. take no further action

14.3.2.3.2. give you a written warning;

14.3.2.3.3. give you a final written warning (a final written warning will be issued where you have previously been issued with a written warning or the breach is deemed to be a serious one); or

14.3.2.3.4. terminate the Agreement in accordance with clause 16.2.2 (this step will be taken where the University reasonably believes that the breach is sufficiently serious or you have persistently breached the Agreement).

In any instance where you receive a written warning, you may also be required to complete and submit a written undertaking as to your future conduct in the Student Accommodation and/or may be required to undertake a learning module related to the offence committed.

14.4. If you wish to appeal against a decision made pursuant to either clause 14.2 or 14.3, it must be lodged within ten Working Days of receiving the decision. The appeal should

be made in writing to the Assistant Registrar of the Group Resolution Unit at gru.reg@coventry.ac.uk and must specify the grounds of appeal, which must be one or more of the following:

- 14.4.2. the investigation and/or review of the evidence failed to take into account all material relevant facts;
- 14.4.3. the procedures were not followed correctly prior to the decision being taken; or
- 14.4.4. there is new evidence and you can show a good reason why this could not have been made known to the decision maker at the time the decision was made. If this is stated as a ground of appeal, you must submit fresh evidence at the time the appeal is lodged. The

fresh evidence will only be considered if it had not been available at the time of the decision. No appeal shall be heard if the fresh evidence has already been considered when the decision was made.

14.5. The Assistant Registrar of the Group Resolution Unit or a designated nominee may consider the case. You will receive an acknowledgement of receipt of your appeal within five Working Days of lodging your appeal and completion of the appeals process will normally be completed within a further twenty Working Days from the date of acknowledgement. If the Assistant Registrar of the Group Resolution Unit or the designated nominee is satisfied that a prima facie case exists, they may set aside the original decision and consider the appeal. After considering the appeal the Assistant Registrar of the Group Resolution Unit or the designated nominee may: uphold the original decision and sanction; uphold the original decision and impose a different sanction; or find that there is no case for you to answer.

14.6. Nothing in this clause will preclude the University from taking action under the Student Disciplinary Procedure as set out under the University's General Regulations and no action taken as a result of this clause will prejudice any further course of action open to the University.

14.7. Any conduct taken by you which constitutes a criminal offence will be referred to the police.

14.8. The Office of the Independent Adjudicator for Higher Education ("OIA") operates an independent student complaints scheme pursuant to the Higher Education Act 2004. Students may take their complaint relating to a request for an appeal under the University's Licence to Occupy to the OIA once all internal processes have been exhausted. A "Completion of

Procedures" letter will be issued automatically from the office of the Group Registrar and Chief Governance Officer at the same time as the letter notifying the student of the outcome of their appeal request when it has been determined that all internal processes have been completed. The OIA must receive a completed Scheme Application Form within twelve months of the date of Completion of Procedures Letter.

15. Restriction or Suspensions

15.1. Where the University imposes either a restriction or suspension against you, this Agreement will be suspended until any such restriction or suspension has been lifted (unless you receive written

notification from the University to the contrary. The University has complete discretion in this regard). This means that:

15.1.1. you will immediately leave the Room / Student Accommodation;

15.1.2. there will be no immediate requirement for you to remove all of your belongings from the Room, however you are advised to take any personal items required for personal use and study; and

15.1.3. you must return your key and/or access card to the reception area at the Student Accommodation.

15.2. If the total period of the restriction or suspension exceeds two weeks, then the University may terminate this Agreement in accordance with clause 16.2.3.2.

16. Termination

16.1. You may terminate this Agreement in writing:

16.1.1. at any time prior to the Period of Occupation if you have not yet taken occupation of the Room and subject to giving not less than 28 days' notice, such notice to be given no less than 28 days prior to the date of commencement of the Period of Occupation (and for the avoidance of doubt any Advanced Licence Fee Payment will be retained by the University);

16.1.2. on not less than 28 days' written notice if you withdraw from the University in the course of the Period of Occupation, subject to the following conditions being satisfied:

16.1.2.1. at the time of the notice you also provide written confirmation of withdrawal from the appropriate school/faculty;

16.1.2.2. you return any keys and/or access cards to the reception area of the Student Accommodation before departure, on the day of vacating inform reception via email; and

16.1.2.3. you have paid the Licence Fee owing up to and including the date of termination specified in the notice or, if later, the date you vacate the Room

16.2. The University may terminate this Agreement in writing in the following circumstances:

16.2.1. On not less than 28 days' notice if:

16.2.1.1. any payment of the Licence Fee owing in accordance with clause 3 remains unpaid for at least 28 days after it became due; or

16.2.1.2. any other payment due by you to the University remains unpaid at least 28 days after being formally demanded.

16.2.2. On such notice as the University considers is reasonable, appropriate and proportionate in the circumstances if having followed the process at either clause 14.2 or 14.3 the University decides to terminate this Agreement. Such notice period could be 24 hours or less, depending on the severity of the circumstances.

16.2.3. Immediately by giving you written notice if:

- 16.2.3.1. you are withdrawn or expelled from the University for any reason;
- 16.2.3.2. the circumstances in clause 15.2 apply;
- 16.2.3.3. you become bankrupt;
- 16.2.3.4. an unspent conviction comes to light which you failed to disclose when offered a place at the University and the University considers that this makes you unsuitable to remain in Student Accommodation;
- 16.2.3.5. you engage in any criminal or illegal activity and, as a result, the University considers that this makes you unsuitable to remain in Student Accommodation;
- 16.2.3.6. you have failed to take up occupancy of the Room within one week of the date from which the Room becomes available for occupation;
- 16.2.3.7. you withdraw from being a Student at the University

17. Liability for breach

- 17.1. You will be liable for all reasonable costs incurred by the University as a result of any breach of this Agreement by you (this also includes any breach committed by your Guests).
- 17.2. In the event that damage is caused to the Room, you will be liable to the University for the reasonable cost of remedying the damage.
- 17.3. In the event that damage is caused to the Common Areas, the University will use its reasonable endeavours to investigate and identify the perpetrator(s). If the University is unable to identify the perpetrator(s), it may charge you a reasonable proportion of the cost of making good the damage (such cost to be split between the occupants of the relevant area of the Student Accommodation – i.e. the floor or corridor – where the damage has occurred).
- 17.4. You are entitled to appeal in writing against the imposition of the costs outlined in clause 17.2 if you can evidence that you were not present at the Student Accommodation at the time the damage took place. Such appeal should be made to the Hall Manger within 10 Working Days of the date of the notice of the charge.

18. The University's Liability under this Agreement

- 18.1. Except in cases of the University's negligence, the University will not be liable for the loss of, or damage to, personal property in the Student Accommodation,
- 18.2. Save when any death, personal injury, damage or loss results from the negligence of the University, its employees or the persons duly authorised to act on its behalf, the University is not liable for such death, personal injury, damage or loss or for any claims, demands, actions, proceedings, damages, costs, expenses or any other liability as a result of your occupation of the Student Accommodation.
- 18.3. Nothing in this clause 18 shall limit or exclude the University's liability for any matter in respect of which it would be unlawful for the University to exclude or restrict its liability

19. Notices

- 19.1. Any notice served on the University under this Agreement shall be in writing and shall be deemed to have been properly served if:

- 19.1.1. it is left at the reception desk at either The Cycle Works, Bishop Gate, the Parish Rooms or Godiva Place; or
 - 19.1.2. it is addressed to The FutureLets Limited and delivered by hand or sent by first class post or special delivery to Godiva Place, Coventry CV1 5DQ; or
 - 19.1.3. it is sent by email to unihalls@futurelets.co.uk.
- 19.2. Any notice to be served upon you under this Agreement shall be in writing and shall be deemed to have been properly served if:
- 19.2.1. it is sent by either first class post or special delivery to your address that is set out in the Offer of Accommodation or such other address as you notify to the University in writing;
 - 19.2.2. it is delivered by hand or otherwise left at the Room; or
 - 19.2.3. it is sent to your University email address or such other email address as you have notified to the University.
- 19.3. If a notice is served in accordance with clause 19.1 or 19.2, it shall be treated as served:
- 19.3.1. if delivered to or left at the address, at the time the notice is delivered to or left at the address;
 - 19.3.2. if sent by first class post or special delivery on the second Working Day after posting; or
 - 19.3.3. if sent by email, at the time of transmission, unless the time of transmission takes place after 5:00pm on a Working Day or on a day that is not a Working Day, in which case it shall be 9:00am on the next Working Day.

20. Data Protection

- 20.1. The University will need to collect, hold, process and share your personal information to provide you with Student Accommodation, to fulfil relevant obligations and exercise its rights under this Agreement, and as part of your wider relationship with the University as part of your studies. For further information about how the University processes your personal information as a student of the University, please see the relevant [Students Privacy Notice](#).
- 20.2. The University will share your personal information with FutureLets to allow for them to administer and manage the provision of Student Accommodation to you. For further information about how FutureLets processes your personal data in connection with the provision of the Student Accommodation to you, please see the [FutureLets Privacy Notice](#).
- 20.3. Please note in particular that:
- 20.3.1. FutureLets may occasionally monitor usage of key codes for property administration purposes and to provide a safe and secure environment to University students and staff, as further described in the [FutureLets Privacy Notice](#);
 - 20.3.2. The University's Protection Services Unit uses body worn video for the purposes of administering the University's accommodation services and for your personal safety and security. Any personal data obtained will be held strictly in accordance with the relevant [Students Privacy Notice](#).

21. Third Party Rights

This Agreement sets out rights and obligations which are personal to the University and you and are not intended to confer rights or benefits upon any third party (including, but not limited to, parents, guardians and sponsors) under the Contracts (Rights of Third Parties) Act 1999.

22. No Transfer

This Agreement is personal to you and you shall not transfer any of your rights under this Agreement to a third party.

23. Variation

No variation or waiver of any of the terms of this Agreement will be binding unless they are set out in writing, expressed to amend the Agreement and signed by the Parties.

24. Jurisdiction

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by the law of England and Wales.

25. Complaints and dispute resolution

Any dispute arising under this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales. This is without prejudice to your right to make a complaint relating to this Agreement to the Office of the Independent Adjudicator for Higher Education, once you have exhausted the University's internal complaints procedure, which is outlined in Schedule 1.

Schedule 1: Complaints Procedure 1. Introduction

- 1.1. In all cases, we would encourage you to informally address any complaints as soon as possible after the problem arises, either with the Accommodation Manager. If it is not possible to resolve the issue locally, please put your complaint in writing (either by email or letter) addressed to the Head of Accommodation (email: unihalls@futurelets.co.uk).

2. Principles

- 2.1. Complaints will be handled sensitively and confidentially. Information will only be released to those who need it for the purposes of investigating and responding to a complaint. Individuals named in a complaint will be made aware of the allegations to ensure that they have an opportunity to put their case forward.
- 2.2. The procedure will be clear, transparent and fair to all parties.
- 2.3. All complaints will be taken seriously, investigated thoroughly and can be made without fear of penalty.
- 2.4. Anyone accessing the complaints procedure and all staff involved in investigating and responding to a complaint should act reasonably and fairly towards each other, respecting the process at all times.
- 2.5. Informal resolution will be promoted in as many cases as possible.

- 2.6. The University will adhere to published deadlines; where this might not be possible the student will be kept informed and a revised deadline provided.
- 2.7. Where complaints are considered to be vexatious or frivolous, the University may terminate consideration of a complaint. Please see section 9.2.4 of this Schedule for full information.
- 2.8. Complaints will be monitored and where problems are identified, changes to practice will be effected.

3. Scope

3.1. What is and what is not a complaint?

3.1.1. For the purpose of this procedure, a complaint is defined as dissatisfaction with the accommodation or the service received in relation to the accommodation.

3.1.2. There are issues that cannot be considered through Complaints Procedure. These include:

3.1.2.1. Those matters which are currently being considered by the Office of the Independent Adjudicator for Higher Education (OIA), a court or tribunal.

3.1.2.2. Routine first time requests for information.

3.1.2.3. An attempt to have a complaint reconsidered where the University has completed its procedures.

3.2. Who can use Complaints Procedure?

3.2.1. An individual Student

3.2.2. A group of Students. In such cases the group must nominate a spokesperson who will represent the group on all matters relating to the complaint. Please see section 7 Group Complaints for full information.

3.2.3. Third parties acting for a Student. We would always encourage an individual wishing to make a complaint to deal with us directly. However, in cases where a complaint is received from a third party (including a parent/guardian), they will be asked to provide his/her written consent authorising Coventry University to deal with their representative.

3.2.4. Anonymous complaints. Complaints received from an anonymous source will be given consideration at the University's discretion. The University encourage any individual to raise a concern without fear of recrimination. A complaint made anonymously could impede the investigation and communication of the outcome.

- In exercising discretion the following factors will be taken into account:
- the seriousness of the complaint;
- the likelihood of confirming the allegation from attributable sources; whether enough information has been provided to enable any further action; whether anonymity can reasonably be maintained.
- whether resolution can be found through informal review

If a Student finds the complaints process or the details of the complaint itself have caused them to feel anxious or stressed, they may wish to contact the University's Health and

Wellbeing team (<https://www.coventry.ac.uk/study-at-coventry/student-support/health-and-wellbeing/>) or the Students' Union Advice Centre (SUAC) (<https://www.yoursu.org/location/>) for additional support.

4. Time Limits

- 4.1. Raising a concern as soon as possible after the problem occurred makes it easier for issues to be resolved. Delays often mean that it can be difficult to investigate properly.
- 4.2. Complaints received more than 3 months after the event(s) in question shall not normally be investigated.
- 4.3. An individual will have 10 Working Days from receipt of the outcome of the Stage 1 investigation to submit a Stage 2 complaint should s/he not be satisfied with the outcome.
- 4.4. The University Complaints Procedure will normally be completed within 90 calendar days of the complaint being made, with effect from stage 1 of the complaint.

5. Informal Resolution

The University offers individuals with an informal supportive route to resolving complaints. Licensees are encouraged to raise any concerns or queries at the earliest opportunity with the Accommodation Managers.

6. Stage 1 Complaints Procedure

- 6.1. The complaint must be made in writing, preferably via an email to unihalls@futurelets.co.uk marked clearly as a complaint, which is available on University Accommodation website at the following link: <https://www.coventry.ac.uk/life-on-campus/accommodation/contact-us/>
- 6.2. The complaint should include the following information:
 - 6.2.1. full Student name;
 - 6.2.2. email address;
 - 6.2.3. details of the complaint being made;
 - 6.2.4. steps taken to resolve the complaint so far.
- 6.3. The complaint should be written clearly and tell the University what the issues are and how the complaint could be resolved satisfactorily.
- 6.4. If the complaint covers a number of different issues, it would be helpful to separate them under different headings.
- 6.5. The Student shall receive a written acknowledgement from the University as promptly as is practical, normally within 5 Working Days. The acknowledgement will give an indication of the timescale for a response to be provided, normally 20 Working Days, and who is investigating the complaint.
- 6.6. The Student will also be asked to provide evidence, normally within 5 Working Days, to support their complaint. Evidence might include:
 - 6.6.1. relevant emails
 - 6.6.2. photographs

6.6.3. independent statements from witnesses

6.6.4. a copy of the Agreement

6.7. In order to progress the investigation it may be necessary to obtain further information from the Student, which may require a meeting.

6.8. If a complaint is made about a staff member, that individual will be informed both that a complaint has been made and the nature of that complaint.

6.9. If the normal time limit (20 Working Days from the date of the written acknowledgement of the complaint) does not allow for a full or appropriate investigation and response to the complaint, the time limit may be extended and the Student will be notified.

6.10. Once a comprehensive investigation has been carried out, the Student will be advised in writing of the outcome.

6.11. This concludes stage 1 of the complaints procedure.

7. Stage 2 Complaints Procedure

7.1. If the Student remains dissatisfied by the outcome of their complaint with the University, s/he should submit a written request addressed to the Vice- Chancellor of Coventry University, via complaints.reg@coventry.ac.uk or by letter. This must be done within 10 working days of receipt of the outcome of the investigation.

7.2. The written request should include: the reasons why the Student remains dissatisfied by the outcome of the stage 1 complaint response; any new evidence; the outcome being sought.

7.3. Upon receipt of a stage 2 complaint, the Vice-Chancellor may elect a senior member of University staff to investigate as nominee on his behalf.

7.4. The Group Resolution Unit will acknowledge the complaint as promptly as is practicable, normally be within two working days. The acknowledgement will give an indication of the timescale for a response to be provided, normally 20 working days, and if appropriate, the name of the Vice-chancellor's nominee who will be investigating the complaint

7.5. The Vice-Chancellor (or nominee) will carry out a full review of the complaint, examine all evidence and conduct any further enquiries as appropriate. The Vice-Chancellor (or nominee) may decide at this point that no further action is required or to overturn the original Stage 1 decision. In either case, the Vice- Chancellor's (or nominee) decision is final.

7.6. The final decision will be conveyed via email or letter and will also represent a Completion of Procedures Letter, issued within 28 days.

7.7. This concludes the Stage 2 Complaints Procedure.

8. The Office of the Independent Adjudicator (OIA)

8.1. The OIA is an independent body set up to review individual student complaints against universities in England and Wales.

8.2. Current or former students may only take their complaint to the OIA once the University's internal complaints procedures have been exhausted and a Completion of Procedures letter has been issued.

- 8.3. The OIA must receive a completed Scheme Application form within twelve months of the date of the Completion of Procedures letter.

9. Unreasonable Behaviour

- 9.1. The University expects all participants of the complaints procedure to act with respect towards any other party(ies). Where the behaviour of a Student or his/her representative becomes unreasonable and adversely affects the ability of staff to carry out their duties, the University reserves the right to restrict contact with the Student and/or invoke its disciplinary procedure. Wherever possible the University strives to allow the complaint to progress to completion.

- 9.2. Examples of unacceptable behaviour might include:

9.2.1. Aggressive or abusive behaviour. This could include the threat or use of physical violence, verbal abuse or harassment towards staff. This is likely to result in the ending of all direct contact with the Student and could result in a report being submitted to the police.

9.2.2. Unreasonable demands. This includes instances where a Student continues to demand responses being provided within an unreasonable time-scale; insists on seeing or speaking to a particular member of staff; makes continual contact; repeatedly changes the substance of the complaint or raises unrelated concerns. (c) Unreasonable persistence. This could include a persistent refusal to accept a decision made in relation to a complaint; persistent refusal to accept explanations relating to what can or cannot be done about the complaint, and continuing to pursue a complaint without presenting any new information.

9.2.3. Vexatious or frivolous complaints. The University regards complaints to be vexatious or frivolous where:

9.2.4. the complaint does not have any serious purpose or value or is not serious or sensible in attitude;

9.2.4.1. is designed to cause disruption or annoyance or gives rise to disproportionate inconvenience or expense;

9.2.4.2. has the effect of harassing any of the University's staff, or can be fairly characterised as obsessive or unreasonable;

9.2.4.3. it is reasonable to assume that there is no intention for the complaint to be seen as serious or sensible but not to the extent that it can be considered vexatious or malicious.

If the investigation of a complaint reveals the complaint to be vexatious or frivolous in nature, the University reserves the right to dismiss the complaint and to take disciplinary action against the Student. The Student will be notified of this decision in writing and will be issued with a Completion of Procedures letter.

10. Group Complaints

The group should nominate one person to act as spokesperson and primary contact. All group members must be identified in the complaint and must demonstrate that they have been affected by the issue which is the subject of the complaint. All group members must confirm in writing that they agree to the nominated spokesperson acting on their behalf.

11. Reasonable Adjustments

The University seeks to make reasonable adjustments to allow any student with specific requirements to use the University Complaints Procedure. Anyone who may require assistance in making their complaint should seek support from the Welfare Office, Disabilities Office, FutureLets or the Students' Union Advice Centre.

Schedule 2: Community Living Agreement

Community Living Agreement

“The greatness of a community is most accurately measured by the compassionate actions of its members”

- I agree to be courteous and respectful to my flatmates and not discriminate on the basis of race, religion, gender, age, sexuality or disability.
- I agree to share the cleaning of the kitchen area and to keep the communal space clean, tidy and free from rubbish.
- I agree to take my turn to take out the rubbish bags to the bins located either outside my block or the bin storeroom.
- I agree to be responsible for my guests when they stay over.

- I agree to not playing my music too loud and be mindful of others who may be studying or sleeping.
- I agree to the ground rules of my flat – such as being open and honest, taking turns to listen to others, agree to disagree politely, take part in the cleaning rota.
- I agree to meet with the flat to resolve any conflict and find resolution.



I understand that failure to comply with the above agreement will lead to investigatory meetings and the potential for formal disciplinary action.

Signed:

Date: