Accommodation Services

Tenancy Regulations
University of the Arts, Accommodation Services Tenancy
Regulations
(Issued in July 2012 and reviewed March 2016)

IMPORTANT NOTE

By electronically or manually signing the tenancy agreement all residents agree to comply with the following regulations.

Breach of any of these regulations will be deemed to be a breach of the Resident’s tenancy agreement. Breach of any of these regulations will make the Resident liable to disciplinary action under the code set out in section 5 below.

Persistent breach of tenancy on the part of any resident may result in the University seeking a termination of the tenancy and possession of the room - through the courts if necessary.

Breach of some of these regulations may also constitute a criminal offence and it is the University’s policy to report such matters to the police.

General

1. Accommodation Services

The overall responsibility for the management of the College’s accommodation rests with the Commercial Director and the Head of Accommodation Services. The day-to-day management of the accommodation is delegated to the Residences Manager, with operational control vested in the Residential Operations Manager.

2. Personal Safety

The University will use all reasonable endeavours to comply with its statutory obligations to keep the accommodation in repair and maintain an evacuation and contingency plan in case of emergency. Beyond that, responsibility for the personal safety of residents and their visitors in an emergency rests with the individual. Residents should carefully read and observe the Fire Regulations displayed in Hall and be familiar with the location of all exits, alarm bells and firefighting equipment. Residents with a disability who would need assistance in an emergency evacuation or drill should discuss their needs with the Residences Manager before starting to occupy Halls. Fire drills are held on a regular basis.

3. Guests

3.1 Guests are permitted on site between the hours of 10:00 and 22:00 without prior written permission. Outside these hours residents must have prior written permission from a Residence Manager to have guests (including overnight guests) on site. No overnight guests are permitted in twin rooms without the prior written agreement of the other occupier.

3.2 All guests are to be signed in to the visitor’s book upon arrival and signed out upon departure.

3.3 Only 2 guests per resident are permitted in hall at any one time and no resident may have a guest to stay overnight for more than 3 nights within a fourteen night period.

3.4 In accordance with regulation 3.3, once a guest has stayed up to 3 days (in a 14 day period) no guest is permitted to stay again in the hall again with any resident until a further period of 21 days has elapsed.
3.5  Guests are only permitted on site when in the company of the resident they are visiting and are not permitted to hold the access key/fob belonging to the resident at any time

3.6  Residents are responsible for the safety of their guests and to ensure they understand the relevant health and safety requirements

3.7  Residents are responsible for ensuring their guests understand and abide by the Halls Regulations.

3.8  Residents are accountable for any breach of the regulations made by their guest(s) and will be liable for the reasonably incurred costs of reinstatement after any damage caused by their guests

3.9  The University reserves the right (in their reasonable discretion) to refuse entry to a resident’s guest(s) at any time

4. Conduct

4.1 Drugs
   4.1.1  Solvents and other substances which are not controlled drugs but may be used to produce an intoxicating, stimulating or narcotic effect which could cause the Resident to be a danger to themselves or others may be treated by the University for the purposes of this contract in the same way as unlawful drugs.

   4.1.2  Residents must not bring, any unlawful drugs into Halls or engage in controlled or unlawful drug use or knowingly permit anyone else to do so.

   4.1.3  Residents must not come into Halls if they are under the influence of unlawful drugs.

   4.1.4  The University’s policy on unlawful possession, sale or supply of controlled drugs is to refer the matter to the police. In addition, the University may take disciplinary action and/or treat unlawful drug use as a serious breach of the Resident’s tenancy agreement, which may lead to that agreement being terminated.

   4.1.5  Where the University suspects that unlawful drugs are being used or sold for use by a Resident the police will be invited into the hall to investigate.

   4.1.6  It shall not be in breach of these regulations for a resident to have or use a controlled drug, if it was prescribed for him or her by a medical practitioner and is used as directed.

4.2 Weapons
   4.2.1  Residents must not bring any firearm, air gun, ball bearing guns, or replica weapons into Halls, even if they have a licence for the item or the item does not require a licence in the UK.

   4.2.2  Residents must not bring any other weapon or article which is intended to be used as a weapon or anything that could be used regarded as being a weapon into Halls.

   4.2.3  The University’s policy on weapons, or articles intended to be used as weapons, is to refer the matter to the police, but it may in addition take disciplinary action and/or
treat the matter as a serious breach of the Resident's tenancy agreement, which may lead to that agreement being terminated.

4.3 Fire Safety

4.3.1 Residents must comply in all respects with the Fire Rules posted in their room and set out in the “Guide to Living” document for their hall.

4.3.2 Residents must not cause fires, use equipment that could potentially cause fires, and must or set light to anything inside halls or on hall grounds. Examples of behaviours that would breach this regulation include (but are not limited to) frying with deep fat (whether using an electric fryer or not) using barbeques, candles, tea lights, melting wax, using joss sticks, oil burners or similar devices in their bedroom or kitchen.

4.3.3 Residents must not interfere in any way with fire extinguishers, fire equipment, fire signage or smoke alarms, fire doors, door closures or any fire prevention or fire safety equipment. Wrongful use of or interference with fire equipment is a criminal offence and will lead to disciplinary action being taken under this code and could also result in the matter being referred to the police. If residents are found to have tampered with the fire equipment then a staff call out charge of £30 will be charged to the resident or residents deemed responsible to inspect the equipment. If the damage upon examination is found to be serious then the resident will be liable to pay all charges for the equipment to be replaced or fixed.

4.3.4 Residents must not obstruct exits, stairways, corridors or other passageways. Items found in such places will be removed and either thrown away (if deemed to be rubbish) or stored for a maximum of one month before being disposed of. The University does not accept liability for any loss or damage caused.

4.3.5 Upon hearing the fire alarm, Residents must evacuate the building immediately, proceed to the agreed fire assembly point and wait for further instruction from a member of staff or the fire brigade.

4.3.6 No resident is permitted to leave any iron, hair straightener or other piece of personal electrical equipment which generates heat and constitutes a fire safety risk plugged in and unattended whether in their own room or in the common area of their flat.

4.4 Health and Safety

4.4.1 Residents must comply in all respects with the University’s Health and Safety Policy, a copy of which may be obtained from the Halls Office or from the University’s web site at www.arts.ac.uk.

4.4.2 Residents must not interfere in any way with any health and safety equipment. Interference with health and safety equipment might be a criminal offence and the University can refer such matters to the Police in addition or as an alternative to taking disciplinary action.

4.4.3 Residents must not keep bicycles inside their room or in any part of Halls including corridors. Bicycles may only be stored in designated bike storage areas. Bikes discovered on site in non-designated areas will be removed and stored for a maximum of one month before being disposed of. The university accepts no liability for any loss or damage arising in such circumstances.
4.4.4 Residents must notify the Residences Manager or the on-site/on-duty halls staff of any accident or incident occurring in Halls and must also notify the Residences Manager or the on-site/on-duty halls staff if they are ill (except for minor ailments). Residents must promptly notify the Residences Manager if they become aware of a health and safety hazard that is likely to lead to an accident.

4.4.5 Residents must not enter areas designated by signage and/or staff directions as restricted (for example, without being an exhaustive list, maintenance and cleaning storage cupboards, tank room, roof area(s) and lift motor room(s)).

4.4.6 Residents must not place any item on outside window ledges or throw or cause objects to fall from windows, balconies or other parts of a building.

4.4.7 Residents must not do or neglect to do anything likely to be hazardous for people who may have to work in their room or flat. This obligation includes (among other things) ensuring that cables to personal electrical equipment are safe, emergency exits and escape routes are not blocked and materials such as broken glass are disposed of safely and with consideration for others who might have to handle it.

4.4.8 Residents must not act in any way that puts the University’s insurance, the health or safety of others or the University’s or other’s property at risk

4.5 Alterations and damage

4.5.1 Residents must not make any alteration to their room or to the Halls or grounds.

4.5.2 Residents must not cause any damage to their room, or to the Halls or grounds.

4.5.3 Residents must not remove any furniture or furnishings (including curtains) from their rooms or from Halls.

4.5.4 Residents must not bring any furniture or furnishings (including curtains) into their rooms or Halls.

4.5.5 Residents must not rearrange the furniture or furnishings in their room unless the new arrangement complies with applicable safety standards. At the end of the tenancy period Residents must leave the furniture and furnishings in their original positions.

4.5.6 Residents must not affix any aerial, cupboard, bookcase, shelf, picture, hook or any other item to the walls, ceiling or woodwork in their room

4.5.7 The University will display an indicative list of charges for reinstatement in each hall.

4.5.8 Where damage or loss occurs at a hall and (despite all reasonable efforts) it is not possible for the University (acting reasonably) to ascertain who is at fault, each Resident must pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss including a £20 administration fee per Resident where the University (in its reasonable discretion) considers it appropriate. A Resident shall not be required to contribute to loss or damage which in the University’s reasonable opinion has been caused by an intruder provided that the Resident has complied with these Regulations and the terms and conditions of their tenancy agreement relating to security.

4.6 Noise and nuisance
4.6.1 Residents must not make any noise audible outside their room between the hours of 2300 and 0700 and must not make noise which is likely to disturb other people at any other time.

4.6.2 Residents are required to have due consideration for other residents in Halls and for the occupiers of neighbouring properties. Residents must take care when entering and leaving Halls and when using audio equipment, as these are common sources of disturbance.

4.6.3 If, having been once requested not to make a noise, a resident subsequently makes noise, the University will remove any item causing or contributing to the noise disturbance. The University will return the item to the resident at the end of their tenancy, provided the resident pays the University’s reasonable storage charges. The University may additionally or alternatively take disciplinary action. The University does not accept liability for any loss or damage arising in such circumstances.

4.6.4 Residents must not hold a party in Halls (including the grounds of Halls) without first obtaining the written permission of the Residence Manager. Residents must not participate in any unauthorised party.

4.6.5 Residents must not bully others or behave in a way which constitutes assault, harassment, nuisance or annoyance to staff, other students, visitors to the University or occupiers of neighbouring properties. The University will treat very seriously any threatening, menacing, aggressive or antisocial behavior and will deal with allegations of such behavior under the Student Disciplinary Code. Where such behaviour is predicated on another person's protected characteristic (such as gender, race, colour, nationality, religion or sexuality) the University is likely to refer the matter to the police and may take action internally under the University’s Diversity policy.

4.6.6 The Residence Manager may require any Resident to remove from Halls any picture, poster, video or other representation of an explicitly violent or sexual nature if in the reasonable opinion of the Residence Manager that item would be likely to cause offence to others.

4.7 Security and keys

4.7.1 Residents must ensure that entrance doors to the Hall are properly secured after entering or leaving the building (and promptly report any problem with the locking devices).

4.7.2 Residents should make sure that the door to their room is properly secured and the University will not be held liable for loss or damage to personal property where the door to a room has been left unlocked.

4.7.3 If a Resident mislays his/her door entry card or key, they must notify a member of the halls team immediately. A replacement key/door entry card will then be arranged, but the Resident will be responsible for paying the cost of the replacement (including replacement locks if necessary).

4.7.4 Residents must not alter or duplicate any door entry card or key or allow any other person to use their door entry card or key.
4.7.5 Residents must not allow any unknown person into Halls unless that person has shown reliable identification and the Resident is reasonably satisfied that the person has a legitimate reason to be at the Halls.

This regulation does not require Residents to challenge unknown persons or attempt to prevent them gaining access, particularly where the Resident's own personal safety might be put at risk. The University's authorised staff and contractors will always carry with them, and offer to show, an identity card with their photograph and details of the person's position.

4.8 Lights and electrical

4.8.1 Residents must promptly report to staff any maintenance defects especially water leaks, electrical faults, breakages

4.8.2 Residents must not change any light bulb or lampshade in their room or in any other part of Halls. If a light bulb or lampshade needs replacing, Residents should contact Reception.

4.8.3 Residents should not use any form of additional heating in their room or in any other part of Halls unless such additional heating is supplied by the University where halls heating has failed

4.8.4 Residents should not use cooking appliances (which includes kettles, microwaves and toasters) in any part of Halls, except in the kitchen areas of Halls.

4.8.5 Residents must not use cube electrical adapters.

4.8.6 The Residence Manager may request that any Resident on or after arrival provide him/her with full details (including manufacturer, type of equipment, loading, and whether it complies with relevant safety standards) of all the Resident's electrical equipment, which s/he intends to use in Halls

4.8.7 Residents must allow the University on request (after giving reasonable notice) to inspect any item of electrical equipment, which s/he brings into Halls, and to test it for safety.

4.8.8 Residents must not use any electrical equipment which the Residence Manager (in his/her reasonable discretion) considers unsafe and must either remove it from Halls within 3 days of being requested to do so or hand it into the Residence Manager, to be collected at the end of the tenancy period or (if earlier) on the Resident giving an undertaking to remove the item from Halls that day.

4.9 Cleanliness and keeping in good condition

4.9.1 Each Resident must keep his/her room, including the furniture, fixtures and fittings clean, tidy and in good condition.

4.9.2 Residents must not cook or store food in their rooms at any time.

4.9.3 If in the reasonable opinion of the Residence Manager a Resident's room is in such a condition as to be a hazard to health or likely to cause damage to the University's property or contents, the Residence Manager may give the Resident written notice to return the room its proper condition within 48 hours. If on further inspection the room has not been cleaned and tidied by the Residence Manager's reasonable satisfaction, the Residence Manager may employ cleaners and charge the costs to
the Resident. (please refer to the list of charges for your Hall, available from reception)

4.9.4 By signing the tenancy agreement the resident accepts that cleaning charges may be levied should the regulations not be adhered to.

4.10 Shared areas

4.10.1 Residents in each Hall have shared responsibility for shared areas such as bathrooms and kitchens, and must keep them clean, tidy and not damage them.

4.10.2 Each Resident must clean up after themselves immediately after using a shared area, paying particular attention to washing up cooking utensils, cutlery and crockery, and wiping up spillages on cookers and work surfaces.

4.10.3 Where a cleaning service is provided, domestic staff will clean surface areas, but will not clean kitchen equipment, utensils, cutlery or crockery. Decaying food or unwashed items which appear (in the reasonable discretion of the domestic staff) to constitute a hazard to health may be disposed of by the domestic staff and the University will not be liable to compensate the Resident for any personal belongings discarded in the process.

4.10.4 If Residents sharing a kitchen or bathroom or twin bedroom do not keep it clean and tidy the University may hire professional cleaners and re-charge the cost to the Residents who share that facility (please refer to the list of charges for your Hall).

4.10.5 Where damage(s) to shared areas has occurred and a single Resident has not been identified and/or accepted responsibility the University shall divide the associated costs between multiple Residents as reasonably as possible. All Residents receiving an invoice for costs of this kind have a right to appeal. All appeals must be made out in writing to the Residential Operations Manager and submitted within 7 working days of the date of the invoice. The Residential Operations Manager will review each case individually and respond to the Resident within a further 10 working days with confirmation of the final decision on this matter.

4.11 Overflows and blockages

4.11.1 Residents must not use baths, basins, sinks or storage systems in a way that makes them, or would be likely to make them overflow. Paints, plaster, chemicals and any other solid waste must not be disposed of using the sink.

4.11.2 Residents must not cause any blockage in any toilet, waste pipe or drain.

4.11.3 Residents must promptly report to the halls team any blockage, overflow or any disrepair, which is likely to cause a blockage or overflow.

4.12 Pictures and notices

4.12.1 Residents must not put pictures, posters or other decorations on any surface in Halls except on the pin boards provided for that purpose and must pay the University for any damage they cause by failing to comply with this regulation.

4.12.2 Residents must not display any pictures, posters, advertisements or other signs in
their rooms or in Halls so as to be visible from outside.

4.13 Pets

Residents must not keep pets or other animals in their rooms or in Halls unless the Residence manager has given their written permission (which will not be unreasonably withheld where the animal is necessary and trained for the assistance of a disabled person.)

4.14 University’s reputation

Whether at the Halls or elsewhere, Residents must not behave in a way which (in the opinion of a reasonable person) will, or would be likely to, bring the name of the University into disrepute.

4.15 Tenancy agreement

4.15.1 Residents living in Halls must comply with the terms of their tenancy agreement.

4.15.2 The University may take court action to enforce the terms of a tenancy agreement and/or disciplinary action under the Disciplinary Code (Accommodation Services).

4.15.3 Where a breach of the terms of a Resident’s tenancy agreement is also a criminal offence it is the University’s policy to report such matters to the police.

4.15.4 In deciding whether to take court action and/or disciplinary action and/or refer a matter to the police, the University shall take into account any penalties already imposed or likely to be imposed on the Resident.

4.16 Smoking Policy

4.16.1 It is a criminal offence to smoke in shared areas inside halls. Since 1st July 2007 all of our halls of residence have been smoke-free. Smoking is not permitted in any part of the building including study bedrooms, corridors, kitchens, bathrooms, and communal areas. Smoking on University property is only permitted out of doors in the designated smoking areas.

4.16.2 Inside Halls, Residents must not use e-cigarettes, sheesha pipes or other devices designed or intended to be used for creating or inhaling smoke or vapour.

4.16.3 The University will treat any breach of this policy as a serious breach of the Resident’s tenancy agreement which could lead to disciplinary action being taken under the Accommodation Services Disciplinary Code.

4.17 Theft

4.17.1 Residents will not remove property that belongs to other residents or to the University without prior permission from the rightful owner.

4.17.2 Any allegation of theft by a resident will be investigated under the Disciplinary Code set out in section 5 of these regulations. However, theft is a criminal offence and Accommodation Services may also refer the matter for the police.

4.17.3 Any proven incident of theft will be dealt with as a serious breach of these regulations and dealt with under the Disciplinary Code set out in section 5 and may lead to termination of the Resident’s tenancy.
5. Disciplinary Code (Accommodation Services)

5.1 Where a Resident is in breach of their obligations in their tenancy agreement or has failed to comply with Hall Regulations, the University may (where appropriate) refer the matter to the police and/or begin proceedings in the County Court and/or treat the matter as a disciplinary issue.

5.2 In serious cases after a disciplinary hearing, or as an alternative to a disciplinary hearing under this code, the Residential Operations Manager, or the Head of Accommodation Services may refer the matter to the Resident’s Head of College and or Dean of Students who may, in appropriate cases and having regard to the outcome of any proceedings under this code, take action under the Disciplinary Code for Students.

5.3 This Code sets out the procedure to be followed by the University and the Resident when disciplinary action is taken.

5.4 Allegations of a breach of the tenancy agreement or a breach of Hall Regulations shall be made to the Residence Manager who will investigate the allegation and endeavour to establish the facts.

5.5 If in the reasonable opinion of the Residence Manager the allegation is substantiated, then the Residence Manager shall give the Resident(s) a verbal or first written warning, which may be recorded on the Resident's file for the remainder of their tenancy period.

5.6 If, in the reasonable opinion of the Residence Manager, an allegation is serious they will instruct the Group Residence Manager (GRM) who will conduct investigative interviews to determine the facts. The Resident may be required to move rooms temporarily whilst an investigation is undertaken and facts established.

5.7 If in the reasonable opinion of the Residence Manager the allegation is substantiated and serious, then the Residence Manager can give the Resident(s) their second warning, which may be recorded on the Resident’s file for up to 12 months. Depending on the seriousness of the breach a second warning can be issued without a first warning having been issued. The Residence Manager can also issue ask the Resident to enter into a Good Neighbor Agreement at any time.

5.8 A Resident may appeal against the decision of the Residence Manager by writing to the Residential Operations Manager within 5 working days of being notified of the disciplinary decision.

5.9 If, in the reasonable opinion of the Residence Manager, an allegation is serious and if, after investigation, the Residence Manager reasonably considers that there is a case to answer, the University’s Accommodation Services department will notify the Resident in writing of the allegations made against him/her and of the requirement to attend a disciplinary hearing at a specified date, time and place.

5.10 The Resident shall have at least 48 hours’ notice of the proposed disciplinary hearing, and shall be entitled to bring a friend or representative and, if reasonably required, an interpreter to the hearing. In this instance the Resident shall give the University’s Accommodation Services department 24 hours’ notice of this intention.
5.10 The disciplinary hearing will be conducted by the University’s Accommodation Services personnel. No person who made an allegation or was involved in the preliminary investigation shall hear the case, though they can be present at the hearing.

5.11 The Resident may respond orally to the allegations or submit a written statement and any written witness statements. The Resident may ask relevant questions pertaining to the allegation(s). All written statements must be formally submitted 24hrs before the time of the disciplinary hearing.

5.12 Accommodation Services Personnel may ask relevant questions of the Resident to whom the allegations pertain and of any witnesses called by the Resident.

5.13 If the allegation is found not to be substantiated, no further action will be taken against the Resident.

5.14 If the allegation is found to be substantiated, the UAL staff member conducting the disciplinary meeting has the power to impose one or more of the following penalties and shall take into account any penalty already imposed in relation to the same matter by any other body:

(a) a first written warning, to be recorded on the Resident’s file for the remainder of their tenancy period
(b) a second written warning, to be recorded on the Resident’s file for 12 months
(c) a third and final written warning to be recorded permanently on the Resident’s file
(d) a requirement for the Resident to give a written undertaking as to their future conduct
(e) an order that the resident is moved to another room of similar cost and standard.
(f) an order that the Resident pays for loss or damage which they have caused
(g) A referral to the Resident’s Head of College and/or Dean of Students who may, in appropriate cases and having regard to the outcome of any proceedings under this code, take action under the Student Disciplinary Code
   Application of the Student Disciplinary Code can result in immediate 72hr suspension from college pending further investigation and if, following investigation, an allegation is substantiated, possible sanctions are:
   (iii) a reprimand to be written on the Resident’s file;
   (iv) a written warning and/or requirement to give a written undertaking as to future conduct;
   (v) payment to be made for any loss or damage caused either fully or in part;
   (vi) withdrawal of registration for a period of up to 12 months;
   (vii) recommendation of expulsion.

(h) an order that the Resident’s tenancy agreement is terminated (subject to due process of law and the requirements of the Protection from Eviction Act 1977). If formal eviction proceedings are commenced the Resident shall receive a Notice to Determine letter. This Notice constitutes and details the legal requirement for the Resident to give up possession of their room. The Resident will have 28 days from the day the Notice is served to vacate their room otherwise the University will apply for a court order to gain possession of the room. In any proceedings the University will claim any sums the Resident owes plus interest and costs.
5.15 The University’s Accommodation Service’s department will provide written confirmation of any decision within 5 working days of the disciplinary hearing.

5.16 The University’s Accommodation Service’s department shall make a written record of the hearing, which will include the report of the investigation, a summary of the evidence heard or presented, and the disciplinary panel’s finding. This will be made available upon written request by the Resident.

5.17 The Resident may appeal against the decision of the UAL staff member conducting the disciplinary meeting by writing to the Head of Accommodation Services within five working days of being notified of the disciplinary decision. The appeal will not be treated as a re-hearing, but will be heard on the basis of a review of the original decision. The Head of Accommodation Services has the power to reverse the decision of the disciplinary meeting reduce the penalty made by the disciplinary meeting, or uphold their decision.

5.18 If the University has found against a Resident at a disciplinary hearing and that Resident is subsequently in breach of these Regulations, the Resident may be subject to further disciplinary proceedings under these Regulations. Depending on the seriousness of the actual and alleged breaches, the Residential Operations Manager may refer the matter to the Resident’s Head of College or the Dean of Students as an alternative to a disciplinary hearing under these Regulations. The Head of College or the Dean may, in appropriate cases and having regard to the outcome of any proceedings under these Regulations, take action under the Student Disciplinary Code.

5.19 Residents and their guests, whilst in halls of residence, must not behave in any way that breaks the law. Any action or behaviour in the hall of residence that is against the law could be disciplined in accordance with these Regulations referred to the Resident’s Head of College/UAL Dean of Students and/or referred to the police.

6. Debt collection procedure

6.1 The Accommodation Services Central Finance personnel will send a reminder letter to Residents if they do not make payment by the payment due date. This letter will be sent within 7 days of the payment first becoming due.

6.2 If rent remains unpaid for a further 14 days after the date of the reminder letter, the Accommodation Services Central Finance personnel shall send a Notice of Breach to the Resident detailing the nature of the breach and giving the Resident a further 7 days to make payment.

6.3 If any payment lawfully due from the Resident remains unpaid after the date specified in the Notice of Beach the University’s Central Finance Personnel shall refer the case to the Head of Accommodation Services for review. The Head of Accommodation Services shall refer cases to the University’s Credit Control department unless there is a substantial and compelling reason for not doing so.

6.4 Where a case is referred to the Credit Control Department, the Credit Control Department will ascertain whether the debtor is still a Resident at the University, and apply the following procedures according to whether the debtor is a Former or Current Resident.
**Former Residents**

6.5 Where a debtor has ceased to be a Resident, a letter of demand will be sent to the debtor's last known permanent address within seven days of the referral by the Head of Accommodation Services. The letter will state that if payment is not received within 7 days then proceedings will be started for recovery of the debt.

6.6 If the letter of demand is returned, Credit Control Department may in his/her reasonable discretion employ a tracing agent.

6.7 14 days after the letter of demand (this allows the Resident a further 7 days leeway) the Credit Control Department will check with other relevant departments whether payment, or a realistic offer of payment, has been received. If there is no payment or realistic offer, the Credit Control Department will issue proceedings in the County Court for recovery of the debt.

6.8 If Judgment is awarded in the University's favour, the University shall write to the debtor requesting payment and/or take action to enforce the judgment.

6.9 The Credit Control Department may instruct such agencies as are reasonable in the circumstances to trace the debtor and enforce the judgement.

**Current Residents**

6.10 The Head of Accommodation Services has the right to serve Notice of Determination on the Resident. The Resident will have 28 days from the day the Notice is served to vacate their room, failing which the University will begin formal eviction proceedings. In any proceedings the University will claim sums that remain unpaid under the tenancy agreement, interest, court fees, legal fees, bailiff's or high court enforcement officer's fees and costs.

**Fee payment arrangements**

6.11 The Credit Control Department has authority to accept offers of payment from Residents which amount to less than the total sum outstanding, but only after consultation with the Head of Accommodation Services and obtaining the approval of the Director of Estates. The Director of Estates and Deputy Vice Chancellor have authority to write-off the balance of the debt. In exercising that authority, they have an obligation to consider their statutory duty to safeguard and protect the University’s assets.

6.12 Where the Credit Control Department agrees a payment instalment schedule with a debtor, they shall confirm the schedule in writing to the Resident and each schedule must reserve the right to resume the debt recovery procedure if the debtor does not meet the agreed payment programme.

6.13 Debts may be paid by standing order, cheque, credit or debit card. International Residents may make a payment by bank transfer. Should payment be made by bank transfer the full amount due in GBP Sterling must be received in the University of the Arts London bank account. The Resident remains liable for any bank charges and any fluctuations in the exchange rate which affect the final amount in GBP Sterling reaching the University of the Arts London bank account. The Credit Control Department shall issue a receipt and (where applicable) a statement showing the balance outstanding.
7. Moving Out

7.1 Residents should remove all personal possessions and return keys to reception by 10.00 am and comply with the check-out procedures distributed prior to check-out. This includes making sure that doors are locked and windows are firmly closed when leaving. If a Resident fails to leave the room secure, the University may charge the Resident for theft, loss or damage that may occur before the University has the opportunity to make the room secure.

7.2 The bedroom should be left in the same condition and state of repair as the room was received. Residents should ensure they clean the bedroom and ensuite including removing rubbish and clearing notice boards.

7.3 Residents should ensure all personal belongings are removed from all communal areas. The kitchen/ lounge should be cleaned and left in an adequate condition of cleanliness.

7.4 Residents should clear all items at the end of the tenancy, if the Resident has left an item by mistake, and if it appears to the University’s cleaners to be worth more than £50, the University will take reasonable steps to notify the Resident using the contact details most recently provided by the Resident. The University will not be liable for any damage, loss or theft of items stored for the Resident if left in any part of the Hall at the end of the tenancy.

7.5 If left items are not collected within 14 days of notice being given to the Resident, or if the University is unable to make contact with the Resident, the University may dispose of the items without liability to the Resident. The Resident shall be liable to the item’s owner if they are not the owner themselves.

7.6 Each bedroom / studio/ kitchen/ lounge will be inspected. Inspections will be carried out and assessed against the original inventory the Resident completed on arrival. If a Resident has not returned the inventory, the University will assess damage against their record of the condition of the room when the Resident took possession of the room. The University may hold the Resident liable for the repair/ replacement of any items deemed to be damaged by the Resident.

7.7 If excessive cleaning and maintenance is required to return the bedroom to its original state the Resident will be held responsible for the costs of the required work. As stated in the contract, The University would be responsible for fair wear and tear; any costs that the Residents are responsible for would be deductible from the Deposit. The processing of the Deposit and any possible deductions made by the University are outlined in the Deposit section of the tenancy agreement.

7.8 Within cluster flats all Residents are equally responsible for the communal areas, areas inside the flat door, up until and including the last day of the contract. Any damage and/or cleaning charges issued for that cluster flat will be shared between all Residents as reasonably as possible. Residents are responsible for their communal kitchen/ lounge for the entire contract period even if they leave the scheme early or are absent for a period during the period of Tenancy.