

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

Terms of Reference:

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

Institution - the university which delivers your course: Falmouth University or University of Exeter.

### **1.0 Eligibility for residence**

- 1.1 Only students pursuing and who enrol on a full time course of study at Falmouth University or University of Exeter shall be eligible to live in Falmouth Exeter Plus owned, managed or approved accommodation.
- 1.2 No-one shall occupy a room unless they have paid the deposit, accepted the terms of the accommodation agreement, provided an approved guarantor and received a contract formation email. Only the person named in the accommodation agreement may live in the accommodation. No person under the age of 18 may live in Falmouth Exeter Plus residences without signed authorisation from a parent or guardian and approval of their Institution.
- 1.3 Students required to leave Falmouth Exeter Plus accommodation because of their behaviour or who are in debt to Falmouth Exeter Plus or the Institution are not subsequently eligible to re-apply.
- 1.4 There is no requirement for students to live in Falmouth Exeter Plus accommodation, but their chosen accommodation should be in such a location which enables attendance at their programme of study.

### **2.0 Health and Safety**

#### **2.1 Fire safety**

- 2.1.1 Falmouth Exeter Plus' Fire Evacuation procedures shall be prominently displayed in all Falmouth Exeter Plus residences and shall be binding on all resident and non-resident students.
- 2.1.2 No student shall misuse or tamper with any fire detection, fire prevention, fire safety or fire fighting equipment in Falmouth Exeter Plus accommodation.
- 2.1.3 All students, including their guests and visiting students must co-operate with fire evacuation procedures.
- 2.1.4 Any student who intends to be away from the accommodation for 7 days or more shall give advance notice of their absence to a member of the Halls Team at the Glasney Lodge or staff at relevant Site Office.
- 2.1.5 Falmouth Exeter Plus or the Institution shall treat a student's breach of regulation 2.1, or of any of the Fire Regulations, as a serious breach of that student's accommodation agreement, which could lead to it being terminated.

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

## **2.2 Electrical Safety**

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

### **2.3 Behaviour**

- 2.3.1 No student shall behave in a violent, intimidating, harassing or aggressive manner towards others. Falmouth Exeter Plus will treat such behaviour as a serious breach of a student's accommodation agreement which could lead to it being terminated and disciplinary action being taken by the Institution.
- 2.3.2 Falmouth Exeter Plus may move resident students to alternative accommodation for their own safety or for the safety of others where there has been violence or where there is a serious threat of violence including intimidating, harassing and aggressive behaviour.
- 2.3.3 No item which is an offensive weapon (including: firearm, air rifle, cross-bow or martial art aid, etc.) or which is likely to be used as an offensive weapon or which is an imitation or replica of an offensive weapon shall be brought into Falmouth Exeter Plus residence or the grounds of any residence or campus grounds. Falmouth Exeter Plus will treat a failure to comply with regulation 2.3.3 as a serious breach of a student's accommodation agreement which could lead to it being terminated. This regulation applies to licensed firearms which, though may be lawfully owned, are not permitted in Falmouth Exeter Plus residences or on campus grounds. The Police may be notified if applicable.
- 2.3.4 Falmouth Exeter Plus and the Institution will co-operate fully in any police investigation into the use of controlled drugs or substance abuse.
- 2.3.5 Students shall not smoke in any part of Falmouth Exeter Plus residences.
- 2.3.6 As there is not enough evidence on the public health implications of electronic cigarette vapour, and to minimise potential for confusion for smokers and non-smokers, the use of any type of electronic cigarette in any part of the residences is prohibited.
- 2.3.7 Students shall report any accident or incident in which they are involved or to which they are a witness to staff at Glasney Lodge.

### **2.4 Nuisance and anti-social behaviour**

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

Plus staff, a student may be liable for disciplinary action as a result of any nuisance or anti-social behaviour by their guest/visitor.

- 2.4.6 No student shall cause a noise audible from outside their room or flat and students shall not cause any noise in the shared areas of residences or outside residences between the hours of 11.00pm and 7.30am. Falmouth Exeter Plus shall take disciplinary action against students who cause noise nuisance. Persistent noise nuisance is a breach of the student's accommodation agreement that could lead to it being terminated.
- 2.4.7 Students shall not ride bicycles or scooters inside any residential building. Nor should they use skateboards inside any residential building; or on the campus or the grounds of residences. Students should not store bicycles in their rooms or anywhere else in residences except for the designated bicycle storage areas unless permission has been obtained from the Halls team.
- 2.4.8 Students shall not play ball games (including golf, cricket or Frisbee) or engage in normally outdoor sporting pursuits in any residential building or in or around the grounds of residences except with the prior written permission of the Halls Manager or Site Supervisor.
- 2.4.9 Students shall not play any games in corridors of residential buildings.
- 2.4.10 Students shall not litter the shared areas of the grounds surrounding the residences or on the campus.
- 2.4.11 No student shall bring any animal into any Falmouth Exeter Plus residence or grounds unless it is a registered, accredited assistance animal used in the case of disability and this has been formally agreed with the Accommodation Office.

## **2.5 Security**

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

- 2.5.7 Any student who loses their key/entry card shall report the loss as soon as practical after discovery to a member of staff at Glasney Lodge or staff based at the relevant Site Office.
- 2.5.8 Students must not lend their key/entry card to anyone, even if that person is a resident in the same building.
- 2.5.9 Students must not make copies of their key.
- 2.5.10 No person shall distribute posters and leaflets in the Residences unless authorised by the Halls Team or Site Office staff.
- 2.5.11 No person shall sell events tickets in the Residences unless they are for Falmouth Exeter Plus or The SU (The Student Union) and sold in the main reception area. Authorisation must be granted by Halls Management.

## **2.6 Medical and Health**

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

### **3.0 Tenancy (Accommodation) Agreements**

- 3.1 Only persons who have paid a deposit, accepted the terms of the accommodation agreement, provided an approved guarantor and received a contract formation email shall be permitted to occupy Falmouth Exeter Plus residential accommodation.
- 3.2 The accommodation agreement shall be on Falmouth Exeter Plus' standard terms and conditions (which may vary slightly from one residence to another, but only to the extent necessary for different types of accommodation).
- 3.3 Students who wish to terminate their accommodation agreement may only do so in the circumstances, and on the conditions, set out in the accommodation agreement, and following the Request to Vacate Procedure where applicable and will remain liable for the licence fee up to the date of termination.
- 3.4 Falmouth Exeter Plus will let any rooms which are already vacant to students on its waiting list, in preference to allocating a waiting student to a room where a student wishes to terminate their accommodation agreement.
- 3.5 Students, who have a requirement to stay in the local area for academic purposes may apply (at the beginning of the summer term) for accommodation during the vacation after the end of the period of residence specified in their accommodation agreement, but accommodation will be subject to availability and successful students must enter into a new accommodation agreement for the additional period they wish to be in occupation. Students may be required to move rooms in order to be accommodated over the summer vacation. We are unable to provide summer accommodation to students who are in their final year of study which ends before the summer period.
- 3.6 Falmouth Exeter Plus will not refund the licence fee where a student is not able to occupy their accommodation due to ill health, unless it is for a reason connected with a disability or as described in Regulation 8.6.
- 3.7 Falmouth Exeter Plus will not intervene in any dispute between a student tenant and their private landlord.
- 3.8 Falmouth Exeter Plus may treat any breach of a student's obligations in their accommodation agreement as a disciplinary matter under these Regulations, as an alternative, or in addition to, taking legal proceedings to enforce the accommodation agreement.

### **4.0 Care of the Accommodation**

- 4.1 Students must look after their accommodation as required by their accommodation agreement.
- 4.2 Students may not display notices in the Residences if they were issued by The SU (The Student Union) and its Societies. Staff will remove any unofficial notices.
- 4.3 No student shall deface damage or remove official notices of Falmouth Exeter Plus or the Institution displayed by Falmouth Exeter Plus staff.
- 4.4 Residents must not display any item or notice (e.g. political posters) in or from their window (other than small ornaments on internal windowsills) and must not hang anything (including washing and wetsuits) from their window or place anything on external windowsills.

## **5.0 Charges**

- 5.1 Students must pay any sums due relating to accommodation in accordance with the terms of their accommodation agreement.
- 5.2 Failure to pay the licence fee for 21 days or more will be regarded as a breach of the student's accommodation agreement, which could lead to it being terminated.
- 5.3 Falmouth Exeter Plus's Fees Payments and Debt Recovery Procedures shall apply to students who owe accommodation licence fee arrears, charges or any other payment due under their accommodation agreement. Falmouth Exeter Plus's Fees Payments and Debt Recovery Procedures document is available to view in the online accommodation folder.
- 5.4 Payments of the licence fee should be made in accordance with the accommodation agreement and all enquiries regarding payment of accommodation charges should be made to:

The Finance Team: [residences@falmouth.ac.uk](mailto:residences@falmouth.ac.uk)

Do not send personal bank/credit card details by email.

- 5.5 Falmouth Exeter Plus shall not be required to make any repayment of pre-paid charges except as set out in Falmouth Exeter Plus' accommodation agreement.
- 5.6 Falmouth Exeter Plus or the Institution shall not act as guarantor, or pay charges, for any student living in privately-owned or leased accommodation.

## **6.0 Disciplinary Procedures**

- 6.1 If a student is in breach of these Regulations or the terms of their accommodation agreement, Falmouth Exeter Plus may in its reasonable discretion take disciplinary action against them in accordance with Falmouth Exeter Plus Disciplinary Procedure. In the case of serious or persistent breaches of the accommodation agreement and/or Regulations Falmouth Exeter Plus will refer the case to the relevant Institution for disciplinary action under the Institution's Disciplinary Procedures.
- 6.2 Disciplinary procedures for Falmouth Exeter Plus will be made available to students in the online accommodation folders. Ignorance of these Regulations shall not be acceptable as an excuse for infringement of them.
- 6.3 Students may be invited to attend investigative/disciplinary meeting(s) in order to try and establish further information concerning any alleged incidents. Invitations to attend such meetings will be notified via email to the students' University email accounts. Student should check their emails on a regular basis.
- 6.4 Nothing in these Regulations shall prevent Falmouth Exeter Plus from taking court proceedings where appropriate against a student who is in breach of their accommodation agreement or from reporting a student's actual or suspected criminal conduct to the police.

## **7.0 Social Events**

- 7.1 Under these Regulations, and the student accommodation agreement, students are responsible for the conduct of their guests and visitors (but not intruders).

- 7.2 A resident may not invite more than four guests to their room at any time. Only one overnight guest is permitted in the accommodation, for a maximum duration of 3 nights per week, unless permission has been obtained from Halls Management. The Halls team must be notified of any overnight guests staying in the accommodation. The Halls team have the right to refuse admission to any non-resident, or to require them to leave the premises at any time. Overnight guests are not permitted within the first two weeks of the period of residence specified in the accommodation agreement or in shared rooms.
- 7.3 Students may not hold or attend barbecues on any part of the campus except for those in designated BBQ areas or those endorsed or organised by Halls Management.

## **8.0 Arrivals and Departures, Early Terminations**

- 8.1 Students shall not be admitted to the accommodation before the start of the period of residence referred to in the accommodation agreement unless previously agreed with the Accommodation Team and the student has paid any additional charges due for the extra days if applicable.
- 8.2 Students shall vacate their rooms by **10.00am** on the last day of the period of residence referred to in the accommodation agreement unless the Accommodation Office has previously agreed otherwise and Falmouth Exeter Plus may charge students (at the rate of the licence fee payable under the accommodation agreement) for any additional days they or their belongings are in residence.
- 8.3 Students must return their key/entry card at the end of the period of residence referred to in the accommodation agreement or pay the reasonable cost of replacement.
- 8.4 The accommodation agreement may only be terminated early in the circumstances set out in the accommodation agreement.
- 8.5 Falmouth Exeter Plus will not give refunds or discharges of accommodation charges unless one or more of the following grounds (in Falmouth Exeter Plus' reasonable discretion) applies;
- 8.5.1 Withdrawing, interrupting, or intermitting from the University.
  - 8.5.2 Compassionate grounds, such as the student's or their partner's long-term or substantial illness.
  - 8.5.3 The student is unable to continue their studies because of a disability.
  - 8.5.4 Material change in the student's personal circumstances likely to adversely affect their life or work, such as bereavement or pregnancy.
  - 8.5.5 Falmouth Exeter Plus' material misrepresentation about the accommodation.

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

- 8.7 Where an application for refund or discharge of charges is accepted, Falmouth Exeter Plus will notify the student in writing of that fact and arrange for any refund to be made as soon as practicable after the student vacates.
- 8.8 Where an application for refund or discharge of charges is rejected, Falmouth Exeter Plus will notify the student in writing of that fact and give reasons for its decision. Objections to the decision may be made under the Falmouth Exeter Plus complaints procedure : <http://www.fxplus.ac.uk/documents/it-estates-and-campus-services-complaints-procedure-0>



- 8.9 A student whose application for refund or discharge of charges is rejected may stay in their accommodation until a replacement student, reasonably satisfactory to Falmouth Exeter Plus and not already in Falmouth Exeter Plus accommodation, is found or they may vacate, but in these circumstances they will remain liable to pay the charges for the room until a new licence is granted by Falmouth Exeter Plus to a suitable replacement student.
- 8.10 Students vacating early in accordance with the provisions of the accommodation agreement must on their departure return their key/entry card to the place where they were issued. Unless the key/entry card is handed back to Falmouth Exeter Plus, Falmouth Exeter Plus may charge the student for the reasonable cost of replacement.
- 8.11 The Accommodation Office, in liaison with the Halls Team, has the discretion to allow a room transfer within halls in accordance with the terms of the accommodation agreement and if consent is given may charge an administration fee of £50 which will be waived if the reason for the transfer is because of a serious problem with a student's room or neighbours.

## **9.0 Falmouth Exeter Plus Resident Liaison**

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

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

## **10.0 Information and Policies**

The online accommodation folders can be viewed at <https://myhalls.fxplus.ac.uk/> and will include the following information for the period of residence:

- Fire Safety
- Meningitis
- Parking Regulations
- Falmouth Exeter Plus Disciplinary Procedure for non-academic misconduct
- Accommodation Fees Payments and Debt Recovery Procedure
- Halls Resident Handbook
- Cleaning Guide