



## **1. Accommodation Licence including the Residential Regulations and Procedures**

Students who are resident or who become resident in Halls of Residence at the University ("Hartpury") campus are required to accept unconditionally the regulations and procedures printed in sections 1.1 to 1.10 below (which constitute the terms of the student's Accommodation Licence). Please note the Accommodation Licence is a legally binding document.

### **1.1 Length of Occupation and Availability of Accommodation**

- 1.1.1 The right to occupy residence at Hartpury lasts for one academic year only and only for as long as you are a registered student of Hartpury University, Hartpury House, Gloucester, GL19 3BE.
- 1.1.2 Under the Accommodation Licence, a student is permitted to occupy a room for one academic year from the first day of each academic term to 18:00 on the last day of each academic term. The right to occupy is not intended to refer to a specific room and Hartpury reserves the right to allocate the student to another room, which may not be in the same hall of residence as the room then occupied by the student.
- 1.1.3 Students who become resident are required to contract under the Accommodation Licence for a full academic year (including periods of work experience, or if the course of study is only a few days a week) or for the period of the agreed arrangement, if longer.
- 1.1.4 Students who wish to leave residence must give notice in writing to the Head of Residential Life & Residential Services (or nominee). The student may be given approval by Hartpury to move out of the hall of residence during an academic term only in the following circumstances:
  - Where a student finds another Hartpury University student to replace them in their room in the hall of residence, the student found for such a replacement must be approved by the Head of Residential Life & Residential Services (or nominee) and must not already be in residence within Hartpury halls of residence, on or off-site. The terms of this Accommodation Licence (including those relating to payment of the accommodation charges and any other fees payable from time to time) will apply to the newly accepted student upon that student taking up occupation of the accommodation.
  - Any replacement student must pay £260 as a Room Damage and Key Deposit upon occupying the room in accordance with the Residential Regulations.

- 1.1.5 Students who withdraw from residence before the end of the academic year with agreement from Hartpury will be required to pay an accommodation charge for a period (as set out below) following the date on which Hartpury agrees that the student may leave residence and the student vacates their room and the room key is returned and if Hartpury is unable to immediately re-let the room to another student (transfers from other Hartpury accommodation excluded).

Withdrawals made on or before 1 November 2024 will be charged an accommodation charge for a 4-week period, withdrawals made after 1 November 2024 will be charged an accommodation charge for a 6-week period and for withdrawals made after 2 January 2025 there will be no refund and payment is due for the full academic year. In exceptional circumstances these charges may be waived by the Chief Operating Officer and/or Deputy Principal Resources

Any student who is asked or required by Hartpury to vacate their accommodation following a Behaviour Management/Restorative Practice Outcome meeting (academic or non-academic) will be liable for the remainder of that academic year's accommodation charge.

- 1.1.6 A decision by the Chief Operating Officer (or nominee) given under this section may be the subject of appeal to the Vice-Chancellor, Principal & CEO (or nominee). Such an appeal must be lodged in writing to the Head of Residential Life & Residential Services within seven days of being notified of that decision.
- 1.1.7 Students may be notified of changes to accommodation and related accommodation issues by email to their Hartpury email address. Students must check their Hartpury email address on a daily basis.

### **Availability of the Room**

- 1.1.8 The student shall not begin to occupy the room before the beginning of the student's course or other specified programme of studies except by prior written permission from the Head of Residential Life & Residential Services. Where the student is permitted to take such early occupation an additional accommodation charge may be made for the period up to the start of the student's course or other programme of studies at a rate to be determined by Hartpury and notified to the student prior to the student taking occupation.
- 1.1.9 Personal belongings left in the room during the academic year are left entirely at their owner's risk, and Hartpury cannot be held responsible for loss or theft of and/or damage to any property. A basic level of insurance cover for possessions is provided for Hartpury residential students; the cover provided should be checked to ensure it is adequate.
- 1.1.10 The student shall not exchange with another student any room allocated to them without prior written authorisation being given by the Head of Residential Life & Residential Services (or nominee). A student can request a room move by emailing the accommodation team. These requests will be reviewed by the Head of Residential Life & Residential Services and if permitted a charge of £50.00 will be applied; the charge must be paid in advance of the room move taking place. No room moves will be permitted until 1 November 2024 and no room moves will be permitted after 1 March 2025, unless a move is authorised by the Safeguarding, Wellbeing and Health team.
- 1.1.11 The student will be allocated a room for their personal use only.

## **1.2 Payment of Accommodation Charge**

- 1.2.1 The accommodation charge made by Hartpury (see paragraph 1.2.10) relates to accommodation in a hall of residence during term-time only or unless otherwise specified by Hartpury. Payment is required in full in advance unless a recurring card payment plan is set up. One or the other of these must be in place at the time of application as an application will not be accepted without one or the other.
- 1.2.2 The accommodation fee is charged without reduction for weekend and study leave in accordance with the scheme approved by the Hartpury Executive and for the time being in force. The scheme of charges is reviewed annually but will not change during the academic year from that notified to the student prior to the signing of the University Academic Registration Form which is part of University Regulations and which for the avoidance of doubt constitutes acceptance of the terms of this Accommodation Licence.
- 1.2.3 No part of any payment made in settlement of the accommodation charge shall be refunded to the student except in pursuance of a credit note issued by the Chief Operating Officer (or nominee). Such a request is to be made by the student in writing to the Chief Operating Officer (or nominee) and such exemptions applied for will be granted purely at the discretion of the Chief Operating Officer (or nominee).
- 1.2.4 Non-payment of accommodation charge for whatever reason may result in the termination of the student's right to occupy the room.

### **Room Damage Deposit**

- 1.2.5 Before entering into residence the student must pay a sum of £260 (or such other reasonable figure as the Hartpury Executive may determine from time to time) as a deposit. £130 at the time of application and the further £130 taken after key release, the payment will be taken by the reoccurring card payment plan.

Hartpury will be entitled to deduct from the deposit

- (i) any unpaid accommodation charges
- (ii) the cost of making good any damage or replacing lost or stolen equipment from the room or communal areas
- (iii) the cost of cleaning the room or communal areas if, in the opinion of Hartpury, the standard of cleanliness has fallen to an unacceptable level and no material improvement is made by the student after being advised by Hartpury to clean the room or communal areas and
- (iv) the amount of any fine levied.

Any balance remaining will be repaid within 28 days of the academic year end subject to 1.2.6 below. Where there is a bill of £75 or more Hartpury reserves the right to invoice this amount and it will not be taken from the damage deposit, this amount will be collected 10 days after the invoice has been raised by the reoccurring card payment plan.

- 1.2.6 Subject to this regulation 1.2.6 the deposit or the balance remaining after any deductions, pursuant to 1.2.5 will be refunded on the vacation of the room by the student, provided that:

- (a) No damage to any property belonging to Hartpury has been attributed to the student or collectively to the occupiers of the respective hall of residence.
- (b) No loss of any property belonging to Hartpury has been attributed to the student or collectively to the occupiers of the respective hall of residence.
- (c) The student returns safely to Hartpury all keys which are the property of Hartpury.
- (d) The room and communal areas are left in a clean condition.
- (e) The student has no accommodation charges, academic or other fees outstanding.

And in any such case and in addition to the deductions referred to in 1.2.5 Hartpury shall be entitled to deduct from the deposit:

- (i) An amount equal to Hartpury's reasonable estimate of the cost of repairing such damage.
- (ii) The cost of replacing property which has been lost.
- (iii) The cost of replacing any key which the student has not returned to Hartpury within 24hrs of leaving accommodation (together with the costs of replacing locks in respect of which any key has been lost).
- (iv) The cost or estimated cost of cleaning the room or communal areas.
- (v) The amount of any unpaid accommodation charge, fees, charges or reasonable administration costs arising from the above.

1.2.7 The cost of making good any losses or damage other than fair wear and tear will be charged equally to the students of the hall of residence which has suffered such loss or damage unless the loss or damage can be attributed to the acts or omissions of a named student or students (who shall then be responsible for the whole of such cost) or such cost is recovered from any other party responsible for the loss or damage. Hartpury emphasises that students are to take responsibility for their own actions and those of their guests. Where such charge exceeds £75, a separate invoice may be raised and payment taken within 10 days of this by the reoccurring payment plan. The student shall co-operate in responding to enquiries made by Hartpury in respect of damage. Students have the right to make representations to Hartpury (pursuant to the Hartpury complaints policy) in respect of any such charge, but should bear in mind that if Hartpury did not apply this regulation the costs of making good loss or damage which cannot be attributed to a named student or students would be reflected in increased accommodation charges for all residential students, and Hartpury considers that this would be unfair.

1.2.8 The student shall make (on demand by Hartpury) any payment due in respect of any liability arising under these clauses or in respect of the loss of any keys provided to the student by Hartpury. If such payment is not made by the student it shall be deducted from the deposit and any balance still outstanding shall be a debt of the student to Hartpury.

1.2.9 Room checks will happen once a student has left accommodation, a student can request a room check in person with the Residential Support Team when leaving accommodation at the end of each academic year should they wish. Prior arrangement needs to be arranged via Student Services for this service

## **Charges and Methods of Payment**

### 1.2.10 Please also refer to the section 1.2 Payment of Accommodation Charge

- (a) The accommodation charge payable for residence is determined annually by the University for the duration of the ensuing academic year and is payable in full in advance or by eight monthly instalments via the reoccurring payment plan. Payment for either method must be set up using a UK bank account. The
- (b) A room holding deposit must be made in advance of submitting the online application form and a reoccurring card payment plan set up, no room reservation can be made without fees being paid in full or the reoccurring payment plan being in place.
- (c) No refund of accommodation charge or other charges will be made, including temporary absence from a room due to sickness, for periods of work experience undertaken during the academic year, or if the course is less than 5 days a week, no refund of charges will be made in respect of any absences.

## **1.3 Equipment and Cleaning**

### 1.3.1 In campus accommodation Hartpury shall provide the following:

- (a) Adequate fixtures and fittings.
- (b) Lighting, water and heating.
- (c) Furnishing of communal areas in the hall of residence.
- (d) Cleaning of entrance hall, communal areas/kitchen areas, stairs and corridors. However, Hartpury reserves the right not to clean these areas if, in Hartpury's opinion, they have not been maintained at a satisfactory level of cleanliness. See 1.3.4, 1.3.5. and 1.3.6 below.
- (e) Vacuum cleaners, toasters, microwaves and kettles for shared use by all residents of the hall of residence in the communal areas only. Ironing boards/irons are available on request.
- (f) Insurance of the room and the University's fixtures and fittings therein. A basic level of insurance is provided to cover the personal belongings of the student.

### 1.3.2 Before occupation of the room allocated to the student at the start of the academic year and any subsequent room moves, the room is checked by a member of Hartpury's Residential team to ensure the room is in good order.

### 1.3.3 The student shall treat with care the decoration, fabric, furniture, fittings and other items listed in the report. In particular, they should only use non-permanent fixing such as 'Command' hooks to display any personal items and not use any form of fixing which are likely deface or disfigure any of the internal surfaces of the room or furniture or equipment. Students who do so will be charged for loss or damage. Students must not, under any circumstances, move the bed in their room. It should remain at all times in its original position. Students are not allowed to remove or replace Hartpury furniture in their rooms or communal areas. This includes the mattress.

### 1.3.4 The student shall keep the room and shower room clean and tidy and shall not decorate the same or make any alteration or addition thereto whether of a structural or non-structural nature. If the student does not maintain the bedroom,

shower room at a satisfactory level of cleanliness and does not comply promptly with a written request from the Residential Accommodation Administrator (or nominee) to do so, Hartpury will arrange for the relevant room to be cleaned and will charge the cost of the cleaning (or a fair proportion of such cost where Hartpury reasonably considers the student to be responsible with other students for the condition of the shared rooms) to the student. If there is a failure to maintain a satisfactory standard of cleanliness and hygiene the Deputy Principal Resources (or nominee) shall have the right to exclude the student (temporarily or permanently) from Hartpury residential accommodation.

- 1.3.5 If in the opinion of the Head of Residential Life & Residential Services (or nominee) the condition of the room or shower room or any other shared rooms, due to the conduct of the student, is such as to make it an actual or potential hazard to the health and safety of any resident, member of staff or visitor to Hartpury, the Deputy Principal Resources (or nominee) shall have the right to immediately exclude the student (temporarily or permanently) from residence. Any actions or charges (financial or otherwise) arising from such circumstances will fall upon the student who shall pay the reasonable cost of the same forthwith upon demand.
- 1.3.6 The student shall keep the communal areas within the hall of residence in a good state of cleanliness and tidiness at all times.
- 1.3.7 The student shall report promptly using the appropriate reporting procedures as specified by Hartpury, any loss or damage or any item(s) needing repair or attention.
- 1.3.8 Students must provide their own towels, sheets, pillows, pillowcases and blankets/duvets except international students who can purchase a linen pack via the Hartpury on-line shop. A waterproof mattress protector is also highly recommended. If a mattress is soiled, the student will be liable for the cost of replacement. It is recommended that bedding be of an inherently flame-retardant type to reduce the risk of fire.

Only mattresses provided by Hartpury are allowed in student rooms.

#### **1.4 Safety and Emergencies including Fire and Health**

- 1.4.1 The student must read carefully and observe the fire regulations and notices which are displayed within the halls of residence and elsewhere within Hartpury. Hartpury reserves the right to amend such regulations and notices. The student should familiarise himself/herself with the location of all existing fire alarms, firefighting appliances and the location of their nearest assembly point. Participation in fire drills are mandatory and may take place with or without notice. Such drills will be carried out under the control of the Health & Safety Manager and/or the Residential Support Team and other staff charged with responsibility for safety matters.
  - (a) Fire appliances and any other safety or security equipment (including door closing mechanisms) must not be subject to interference except in the case of real emergencies. Failure to adhere to this regulation will result in serious Behaviour Management/Restorative Practice proceedings being taken against any individual(s) responsible.

It is a criminal offence to give a false alarm of fire to the Emergency Services. Activating a fire alarm could give rise to the commission of an offence and any such incident will be reported to the police.

- (b) Any unwarranted use of fire alarms or misuse of firefighting equipment shall constitute a serious breach of this Accommodation Licence and will be subject to Behaviour Management/Restorative Practice proceedings.
- (c) Fire escape routes (corridors, stairwells and lobbies) must be kept clear and unobstructed; any outdoor boots may only be placed in common areas where appropriate storage (boot racks or containers) have been provided by Hartpury.

The student must not interfere with the electric wiring or electrical equipment provided in the room or elsewhere on Hartpury premises. Care must be taken at all times to ensure that electrical sockets are not over-loaded by the improper use of electrical equipment including extension plugs and leads. No cubed electrical adaptors or cable drum extension leads are to be used in bedrooms or communal areas. Advice on electrical appliances and their use must be sought from an appropriate qualified member of Hartpury staff through the Health and Safety Manager.

All portable electrical appliances (kettles, hair dryers and straighteners, TV's, personal computers, chargers, iPad and iPod etc.) brought onto Hartpury premises must be in a safe working condition and must comply with current CE (or UKCA equivalent) specifications. The number of electrical items in use at any one time must not exceed the number of fixed sockets. Personal portable electrical appliances remain the responsibility of the student at all times. Hartpury reserves the right to confiscate any appliance which is deemed to be in an unsafe condition or to cause a nuisance.

The following appliances are strictly forbidden in individual bedrooms and communal areas in non-self-catered accommodation halls: microwaves, toasters, sandwich makers, air fryers, juicers, coffee makers, rice cookers, slow cookers, deep fat fryers, personal fridges, personal freezers, George Foreman grills, electric blankets, electric clothes driers, electric ionisers or air purifiers and heaters (of any type) or similar. Items which are forbidden and found in student rooms will be confiscated by staff and returned at the end of the academic year.

Only fridges provided by Hartpury are allowed in student rooms and communal areas. No freezers are allowed in bedrooms.

Only microwaves and toasters provided by Hartpury are allowed in communal areas.

Only furniture provided by Hartpury is allowed in student rooms and accommodation halls.

Any mains powered electric 'fairy lights' /strings of lights are prohibited unless *they are (i) battery powered, (ii) powered via a 'low voltage' mains transformer with a maximum of 24v output, or (iii) powered from a USB port on a laptop / computer;* and in all such instances have an LED light source (rather than filament type bulb)

Where provided electrical heaters in bedrooms and common areas should not be covered (e.g. with drying clothes) or have any combustible materials placed on, or in close proximity to them.

Students undertake to use electricity in a reasonable manner and switch off all appliances and lighting when the room is empty. Hartpury reserves the right to charge students for excess electricity consumption.

- 1.4.3 Smoking including e-cigarettes and vaping is strictly prohibited in any accommodation or other indoor area. Smoking including e-cigarettes or vaping is

only permitted at designated smoking/vaping areas which are located throughout the campus. Spent e-cigarettes/vapes must be recycled safely using the dedicated campus e-cigarette/vaping recycling bin facilities and not in any other general waste or recycling bin due to the risk of fire.

- 1.4.4 Fuels, explosives and solvents must not be taken into or stored in residences. Any such items will be confiscated and destroyed.
- 1.4.5 When there is reason to suspect a medical emergency or the possibility of an infectious condition this must be reported to the Residential Support Team (in case of extreme emergency notify the emergency services 999 and then the Residential Support Team).
- 1.4.6 In accordance with Hartpury's Fitness to Study and Reside operating procedure, when a student poses a significant risk to themselves or others the Head of Safeguarding, Wellbeing and Health (or nominee) may suspend the student from Hartpury residential accommodation.

## **1.5 Security**

- 1.5.1 The student must not leave their room unlocked during their absence or damage/change the locks of the room or leave guests unaccompanied in the room. Hartpury staff will lock bedroom doors if found open and a £10.00 call-out fee may be levied if a member of staff is called to unlock a door.
- 1.5.2 For reasons of security, if the student reports the loss of their key they may be required to pay the cost of replacing the lock as well as the key from the room damage deposit.
- 1.5.3 Resident students are responsible for security of the halls of residence including (but not limited to) the locking of external doors, using the door access system appropriately and monitoring of non-residents entering the halls of residence. Students should not prop open external doors to allow free access or give out keys or student ID cards. Students who compromise the security of a hall of residence will be subject to the Behaviour Management/Restorative Practice procedure.

## **Money and Valuables**

- 1.5.4 Students are strongly advised not to leave money and valuables in their rooms or motor vehicles or any unattended area. Hartpury cannot be held responsible for the loss of money and/or valuables and/or damage to any property.
- 1.5.5 Portable security boxes are available (if required) for which students must pay a £10 deposit (refundable at the end of the academic year on return of the security box). Arrangements should be made through Student Services. Hartpury cannot be held responsible for the loss of money and/or valuables secured in security boxes.
- 1.5.6 Students are responsible for their own personal property and Hartpury will not accept any liability for any theft of, or damage to, such property.

## **1.6 Conduct**

- 1.6.1 Student shall conduct themselves so as not to be or to cause a nuisance or annoyance to any of the occupants of the hall of residence or to others on campus or in the neighbourhood of the campus.



- 1.6.2 All residents are required to show proper consideration for other students in residence and to keep noise to a minimum at all times.
- 1.6.3 No audio or audio-visual equipment and/or musical instrument may be used so that it can be heard outside the room where it is being played. Equipment will be confiscated where students persistently break this Hartpury regulation and will be returned to the student only when the student's occupancy of the room comes to an end.
- Students are responsible for ensuring TV sets have the appropriate licence. Television licences obtained for addresses other than in halls of residence do not cover students' use of television sets on campus. Students should view the TV license website and in particular the page providing information on students' responsibilities and obligations to ensure that any device used to access live stream TV programmes is covered by a TV licensing agreement.
- 1.6.4 The student shall not commit any illegal acts or act in such a way that will, in the Hartpury's reasonable opinion, undermine the moral welfare of the Hartpury community or bring the name of Hartpury into disrepute. Acting in such a way may result in the student being suspended and/or dismissed from Hartpury.
- 1.6.5 The student shall not keep in the room or bring into any residential building any animals, birds or other pets, including fish, hamsters or reptiles with the exception of a registered assistance dog (approved by the Hartpury's Dog Panel), nor bring into their room or any part of the building any objects such as a bicycle, vehicle or motor cycle parts, including fuels, oils and solvents. Prohibited items will be confiscated and students will be asked to remove items permanently from the campus. Confiscated items will be returned to the student (if reasonably practicable) only when the student's occupancy of the room has come to an end.
- 1.6.6 The student shall not carry out any trade or business from the room.

## **1.7 Student Health & Absence**

- 1.7.1 Students are advised to register with Staunton and Corse surgery directly on move-in day.
- 1.7.2 Nursing staff are in attendance during college term time (dates available on the Hartpury website), appointments and daily drop ins are available to provide a service to all students. Appointments with a nurse are booked via the Wellbeing Centre. Practice nurse and doctor's appointments are held at Staunton and Corse Surgery for resident students registered at the practice. Resident students wishing to see the doctor are advised to make an appointment via a Hartpury nurse. Transport to Staunton & Corse surgery is provided for those without vehicles.
- You must notify the Wellbeing Centre if you wish to cancel a Hartpury nurse, practice nurse or doctor's appointment.
- 1.7.3 Students are responsible for the safe keeping and administration of their medication. Hartpury advises resident students to keep their medication in a lockable container in their room.

Resident students who require repeat prescriptions are advised to see a Hartpury nurse in the first instance for advice. Repeat prescriptions can be ordered from Staunton and Corse Surgery. The surgery requires at least three days' notice to order and prepare repeat prescriptions. Please let the Wellbeing Centre know if you require your prescription collected. Hartpury are unable to collect medication

for controlled drugs, students will need to collect this from the surgery as their signature will be required.

- 1.7.4 The Hartpury nurse may request that students who are absent from Hartpury due to illness be visited in the day, evening or weekend by members of the Wellbeing or the Residential Support Teams.

Hartpury may request that students suffering from an infectious illness or injury that requires close supervision return home. Hartpury will use its discretion and make reasonable adjustments for those students that need to stay at Hartpury.

Students' next of kin will be notified of any serious illness or injury, usually resulting in hospital admission, when the student is unable to inform them directly due to the nature or severity of their illness/injury.

In circumstances where serious concerns are raised about your wellbeing (including risk to self, others and the University), we reserve the right to contact your emergency contact in order to ensure a joined up and collaborative approach to assessing this risk and providing appropriate support

Students are not usually supervised by a member of staff once in the care of the NHS, unless the student's condition is deemed serious or life threatening. In these circumstances a member of staff will stay with the student until a parent/carer is contacted.

Transport is available to take students to Gloucester Royal Emergency Department either by car or ambulance. Students are required to use public transport or private hire vehicles for all other non-emergency outpatient appointments.

All appointments with the Hartpury nurse or doctor are confidential and the student's written consent will be required before the nurse or doctor is able to discuss a student's health with a parent/carer.

- 1.7.5 Students are requested to keep their existing dental practice for routine appointments. An emergency dental service is available via the NHS Dental Access Centre in Gloucester.
- 1.7.6 Any student in contact with a person or animal having an infectious condition should seek advice from the Hartpury nurse or their doctor.
- 1.7.7 Hartpury provides a confidential counselling service. Information regarding this and other external agencies is available at the Wellbeing Centre.
- 1.7.8 Students must notify Hartpury of any medical conditions and/or disabilities on application to allow sufficient time to enable Hartpury to put in place any special requirements arising from the student's needs by completing the medical form.
- 1.7.9 Students with either a temporary or permanent disability that could prevent them from exiting a building or other area of the campus in the event of an emergency must inform the Head of Safeguarding, Wellbeing and Health.

## **1.8 University Residential Students over 18 Years of Age**

Hartpury accepts that students over 18 years of age are adults and wishes to respect their independence and maturity.

Adult students will be placed in adult-only halls of residence which are subject to all residential regulations.

- 18.1 Students are responsible for the behaviour of any guests and should take action to minimise the disturbance to, and maintain the privacy of, fellow students.
  - 18.2 Guests are normally expected to be entertained for a maximum of two consecutive nights in any one week and for a maximum of six visits per year. Overnight guests must be approved by the Head of Residential Life & Residential Services (or nominee). Guests will be asked to leave campus if they have not been given permission to stay overnight. Overnight guests must be aged over 18. Guests bringing a car on campus overnight will need a temporary car pass, obtained from the Head of Residential Life & Residential Services (or nominee), located in the Student Zone
- 1.8.3 Hartpury University students are prohibited to enter any on campus under 18 Halls of residence at any time.

## **1.9 University Residential Students Under 18 Years of Age**

The University has put into place a range of measures to ensure staff are aware of and comply with all relevant legislation, relating to students who are under the age of 18 when they live in Hartpury managed on campus accommodation. Students will have a personal tutor and our wellbeing team to support them. International students will also be supported with regular meetings with a member of our international team.

As a parent/carer/legal guardian of a child aged under 18 on arrival, we ask a parent/carer/legal guardian of a child under the age of 18 to complete and sign a specific form agreeing to the specific arrangements.

## **1.10 Non-Compliance with the Accommodation Licence and Termination**

- 1.10.1 Hartpury is entitled to have access to a student's room for the purpose of ensuring that the Accommodation Licence and all other Hartpury Regulations are being complied with. Where Hartpury staff reasonably believes that a breach of the Accommodation Licence or other Regulations may exist, Hartpury staff may enter a student's room without notice whether the student is present or not.
- 1.10.2 In the event that a student shall commit a serious breach of the Accommodation Licence or any other Hartpury Regulations, the student's right to occupy a room may be immediately terminated and Hartpury will be entitled to obtain a Court Order to resume possession of the room and withdraw all services in respect of the room without further notice and without refunding any accommodation charge or other fees or charges already paid by the student. Hartpury will consider there to be a serious breach of such regulations where;
  - Students involved in the possession/cultivation/supply (or being involved in any of these activities) of illegal drugs or any other substances deemed to put a person or others at risk.
  - The use/supply/cultivation of illegal drugs on campus and external accommodation not on campus but managed by Hartpury, thus committing

a criminal offence as defined by the Misuse of Drugs Act 1971 (this also includes being involved in any of this activity). In addition to this, the use/supply or manufacturing of 'legal highs' or any other substances that could put the individual or others at risk whilst on campus or resident in premises managed by Hartpury.

- The storage of any illegal drugs and associated paraphernalia in Hartpury premises or the Hartpury estate.
- Any other behaviour by a student that poses a risk to the others because of their actions.
- Any accommodation charge or other fees or charges that are not paid in accordance with Hartpury regulations.

The above list is not exhaustive and Hartpury will investigate each and every incident in order to establish whether or not it constitutes a 'serious breach'. Hartpury also reserves the right to report any incident, which it considers serious enough, to the Police.

Staff employed by Hartpury, to manage residential and external student premises, will take the necessary action to ensure that Hartpury is adhering to specific legislation as defined by Section 8 of the Misuse of Drugs Act 1971 in respect of Management and Control of those said premises. This may include staff conducting searches of students, their accommodation and or obtaining surface swipes in order to confirm the presence of drugs.

In the event of a breach of any of the Accommodation Licence or other Hartpury Regulations which Hartpury does not consider to be a serious breach, Hartpury may give the student written notice specifying the breach and (where appropriate) requiring the breach to be made good within a reasonable period. In the event that, at the expiry of such a period, the student has failed to make good such breach, the student's right to occupy the room may be immediately terminated and Hartpury will be entitled to obtain a Court Order to resume possession of the room and withdraw all services without further notice. In such cases, no refund of accommodation charge, fees or other charges will be made.

In the event that the student's right to occupy a room is terminated pursuant to this paragraph 1.10.2, Hartpury will be entitled to enforce against the student all its rights in respect of any breach by the student of the Hartpury Accommodation Licence or other Hartpury Regulations arising prior to such termination.

- 1.10.3 Hartpury is a specified educational institution within the meaning of the Housing Act (1988) Schedule 1, Part 1, paragraph 8, and the student is pursuing, or intends to pursue, a course of study provided by Hartpury. Therefore, if the student ceases to pursue a course of study provided by Hartpury, Hartpury may, by one month's notice to the student, determine the student's right to occupy the room.

**February 2024**