



Licence to Occupy 2017-18

**Terms and conditions of residence in
University-owned and managed properties**

Licence to Occupy: Terms and conditions of residence

The Licence to Occupy between Coventry University (“**The University**”) and you the student (“**The Licensee**”) is made up of the following:

1. The Offer of University Accommodation (“**the Offer**”) setting out the specific details of the offer of accommodation to you;
2. The terms of this Licence to Occupy and
3. Any fee information and/or a summary of costs in relation to the Licence Fee issued with the Offer of University Accommodation or after issue of the Offer.

Important terms

- The above documents create a legally binding contract between you and the University upon the University receiving your completed online acceptance or your written acceptance of the Offer of University Accommodation.
- By confirming your acceptance of the Offer of University Accommodation you agree to pay the Licence Fee in full, plus a Deposit of £300 and to abide with this Licence for the period of the entire Residential Year.

• Key charges

Licence fee	As defined in the Licensee Offer letter
Deposit in accordance with Clause 5 and Schedule 3	£300
Transfer to alternate room in accordance with Clause 2.5	£50
Withdraw from University no longer eligible to reside in accommodation in accordance Clause 8.1.2	£150
Fails to take up occupancy of room at the start of the Licence in accordance Clause 5.1	£50 - £300
Financial fines for breaches relating to General Regulations, Misconduct or antisocial behaviour	See Schedule 1
List of other charges for damage to accommodation	See Schedule 2

- Non-payment of the Licence fee is a breach of this Licence. The University reserves the right to pursue any accommodation debt owed to it under its Debt Recovery Policy as set out in Schedule 4.
- If you fail to pay the full instalment of the Licence Fee on the due date, the University may at its sole discretion terminate this Licence to Occupy by serving on you a notice to vacate the Room. If you fail to vacate the Room within the time required by the notice, the University may apply to the Court for an Order to evict you from the Room.

- You should make sure you understand and agree to the terms of these documents before you accept them. Your attention is drawn in particular to the parts relating to additional charges, in the table above and in Schedule 1 & 2 of the Licence, you can be asked to pay and to the terms on which you might be required to leave the accommodation early. If the Licence to Occupy is terminated prematurely as a result of your conduct you will remain responsible for payment of the Licence Fee until the end of the Residential Year.
- A breach by the Licensee of the University's General or Academic Regulations or the Student Contract may lead to termination of this Licence to Occupy by the University. Students are advised to read these documents before signing the Licence to Occupy.
- You are strongly recommended to obtain adequate insurance for your personal property prior to taking up occupation of the student accommodation and the University will not be liable for any loss or damage to your personal property unless caused by the University's negligence.
- The period when you are entitled to occupy the Room (defined in this Licence to Occupy as the "Residential Year") may not necessarily start and finish on the same dates as the Academic Year for the University.

The nature of this agreement

This Licence grants to you a non exclusive licence to occupy the Room. It is not intended to nor does it create a relationship of landlord and tenant between the parties. Nor is it intended to confer nor does it create exclusive possession of the Room on you. The University reserves the right to vary accommodation allocations as reasonably necessary for the purposes of good management of the Student Accommodation. Where you are required to move, the University will use its reasonable endeavours to ensure you are allocated alternative accommodation of a similar standard within the same Student Accommodation block. However, in exceptional circumstances, you may be required to move to accommodation of a different standard and/or in a different Student Accommodation block.

You will not be entitled to any assured, assured shorthold, or any other tenancy, nor to any statutory security of tenure upon determination of the Licence.

1. Definitions

The following definitions shall apply to this licence:

- 1.1 “Accommodation Staff” means all the staff appointed by the University from time to time to manage the Student Accommodation.
- 1.2 “The Common Areas” means all the parts of the Student Accommodation which are not Rooms and includes kitchen areas, shared bathrooms, lounges, stairwells, toilets used in common with the other occupiers of the Student Accommodation.
- 1.3 “The Deposit” means a sum as specified in the Offer of Student Accommodation payable by the Licensee on acceptance of the Offer of University Accommodation. The terms on which the Deposit is held are set out in clause 5 and Schedule 3.
- 1.4 “Emergency Situation” means flood, earthquake, hurricane or any other type of natural disaster, war, threat of bombs, terrorist threats, and any other emergency making a student accommodation uninhabitable, unfit or unsafe in any other way for occupancy.
- 1.5 “Futurelets” means The Futurelets Limited (company number 09136328) of Charles Ward 145, Coventry University, Priory Street, Coventry CV1 5FB.
- 1.6 “Internal Property Manager” means the Internal Property Manager appointed by the University from time to time.
- 1.7 “The Licensee” means a student either enrolled and in attendance on a full-time programme of study at the University or enrolled but temporarily not in attendance on a full-time programme of study at the University and who has been offered and who has accepted a place in the Student Accommodation.
- 1.8 “The Licence Fee” means the fee for Rooms for the Residential Year as determined by the University prior to the Residential Year and notified to the Licensee in the Offer of University Accommodation and payable in accordance with clause 4.
- 1.9 “Offer of University Accommodation” means the notification sent by the University to the student setting out the Room in the Student Accommodation to be allocated to the licensee subject to the University’s rights in clause 2.4.
- 1.10 “Priory Hall” means Priory Hall, Priory Street, Coventry CV1 5FJ.
- 1.11 “The Residential Year” is the period during which the Student Accommodation is available for occupation by the Licensee under this Licence to Occupy and as detailed in the Offer of University Accommodation.
- 1.12 “Room” means a part of the Student Accommodation which is occupied as a private study bedroom and as detailed in the Offer of University Accommodation including fixtures and fittings, furniture and furnishings and contents therein.
- 1.13 “Residence Officer” means the Residence Officer appointment by the University from time to time to manage the Student Accommodation.
- 1.14 “Singer Hall” means Singer Hall, Canterbury Street, Coventry CV1 5NR.
- 1.15 “Student” means an applicant who has successfully enrolled on a full-time programme of study with the University or enrolled but temporarily not in attendance on a full-time programme of study at the University.
- 1.16 “Student Accommodation” means the accommodation made available by the University for occupation from time to time by Students studying for an award offered by the University.

- 1.17 “The University” means Coventry University of Priory Street, Coventry, CV1 5FB and the staff and any of its sub-contractors (including FutureLets) acting on its behalf.
- 1.18 “University’s General Regulations” the rules and regulations which are incorporated into this licence which can be found at **www.coventry.ac.uk/study-at-coventry**.
- 1.19 “Working Day” any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.20 Any reference to the University’s consent means consent in writing signed on its behalf by an authorised University Officer.
- 1.21 The Cycle Works means The Cycle Works, 1 Raglan Street, CV1 5QD.

2. Occupancy

- 2.1 Subject to the Licensee remaining an enrolled Student of the University, paying the Licence Fee and complying with the terms of this Licence to Occupy, the University gives the Licensee the right to occupy the Room for the Residential Year as a private study bedroom for the Licensee only and for no other purpose and to use the Common Areas.
- 2.2 The Licensee shall occupy the Room as a Licensee only and no relationship of landlord and tenant is created between the University and Licensee by this Licence.
- 2.3 The University retains control, possession and management of the Room and the Student Accommodation and the Licensee has no right to exclude the University from the Room.
- 2.4 This Licence to Occupy does not grant to the Licensee the right to occupy a specific Student Accommodation or Room. The University reserves the right to transfer a Licensee’s occupation to a different Student Accommodation or Room on reasonable written notice and the Licensee shall comply with such requirement.
- 2.5 In exceptional circumstances a Licensee may request written consent from the University to change Rooms or Student Accommodation during the Residential Year. The University will consider requests on their merits, taking into account (including without limitation) factors such as the availability of alternative Rooms and the practical and financial implications for the University of granting such consent. Any change in occupation is subject to the provisions set out in clause 2.6.
- 2.6 While the University will use reasonable endeavours to respect the Licensee’s right to privacy the Licensee shall not interfere with the University’s management of the Student Accommodation and accordingly the University, reserves the right:
- 2.6.1 subject to clause 10.2 for authorised personnel to enter the Room on reasonable notice to inspect its condition, to carry out such repair works as the University thinks necessary, to serve a notice to vacate the Room in accordance with clause 8.2 and for other appropriate purposes which in the reasonable opinion of the University require entry to the Room, including but not limited, discharging its duty of care in relation to Health and Safety or Welfare of its Student.
- 2.6.2 to prohibit visitors or escort or remove visitors from the student accommodation at any time if necessary in the interests of security and/or the health and safety of other residents and for such other purposes as the University reasonably decides requires the prohibition of visitors.

3. Guests

- 3.1 While the Licensee occupies the Room as a single, private study room, he/she is permitted to have one overnight guest, who must be 18 or over, in the Room, for no more than two nights in any one week, provided that the Licensee:

- 3.1.1 completes a guest registration available on the University's portal and obtains written permission in accordance with the procedure outlined in the guest registration at least 24 hours prior to guest arrival;
 - 3.1.2 signs his/her guests in at the relevant reception;
 - 3.1.3 does not give his/her keys (or copies) to any guest;
 - 3.1.4 takes reasonable steps to ensure that his/her guests are not left unattended while in the Student Accommodation;
 - 3.1.5 ensures that such guests comply with the fire safety and other procedures for the relevant Student Accommodation;
 - 3.1.6 day guests are permitted between the hours of 0800 – 2300 subject to clauses 3.1.2 – 3.1.5.
- 3.2 The University reserves the right to refuse admission to any guest and/or to require any guest to leave.
- 3.3 The Licensee will be responsible for any damage done to the property by the guest and the costs of rectifying such damage will be deducted from the Licensee's Deposit.

4. Licence fee

- 4.1 The Licence Fee for the Residential Year shall be paid in three instalments in advance on the payment dates specified in the Offer of University Accommodation.
- 4.2 A proportionate reduction in the Licence Fee will be made for a Licensee who accepts an offer to occupy a Room after the beginning of the Residential Year. The Licensee will pay the remainder of the current instalment and other subsequent instalments of the Licence Fee as required by clause 4.1.
- 4.3 No refund of the Licence Fee will be made on termination of the Licence to Occupy for any reason, at any time in the Residential Year except as indicated at clauses 5.1 and 8.1 below PROVIDED THAT where a Licensee who continues to be an enrolled student at the University wishes to vacate the Room a refund will only be given where another enrolled student can be found to replace the Licensee who is both acceptable to the University and is somebody not already residing in Student Accommodation. Refunds will be proportional based on the period of time for which the University is able to re-let the Room. An administrative fee of £50 will be charged to the Licensee upon a replacement taking occupation of the Room, which represents the reasonable cost of administering the change by the University.

5. Deposit

- 5.1 The Offer accepted by a Licensee for a place in the Student Accommodation must be accompanied by payment of the Deposit. If the Licensee fails to take up occupation of the Room at the start of the Residential Year (or where the Offer of a place has been accepted after the Residential Year has begun and the Licensee fails to take up occupation on the date on which the Room is made available for occupation by the Licensee) the University will deduct from the Deposit an amount to cover the administrative costs of finding a replacement occupier.
- 5.1.1 If, the Licensee fails to take up occupancy within one week from when the room becomes available for occupation by the Licensee the University reserves the right to terminate the Licence and recover any reasonable costs incurred from the Deposit as set out in clauses 5.1 and 5.1.2.

5.1.2 Where the Licensee fails to take up occupation, leaves the accommodation early or requests early termination of the Licence they will remain responsible for the Licence Fee for the duration of the Licence unless the Licensee or the University (taking reasonable steps) is able to find a suitable replacement licensee. The Licence Fee together with an administration fee of £150 will be charged to the Licensee. This amount will be deducted from the Deposit. Where such Deposit does not cover the amount owed to the University the balance will be recovered from the Licensee who will be sent an invoice for the amount due to the University. Where the invoice is not paid in full, legal proceedings will be issued against the Licensee to recover the amount due together with the costs of issuing the proceedings.

6. Student damage

- 6.1 If damage is caused to the Room by the Licensee, the Licensee shall (and if the University reasonably considers it appropriate), account and be liable to the University for the reasonable cost of remedying the damage as determined by the University and in accordance with clause 6.4
- 6.2 If damage is caused to the Common Areas by the Licensee, the Licensee shall (and if the University reasonably considers it appropriate), account and be liable to the University for the reasonable cost of remedying the damage as determined by the University and in accordance with clause 6.4.
- 6.3 If damage is caused to the Common Areas, the Licensee shall (and if the University reasonably considers it appropriate together with all other occupants of the flat or corridor or residence where the damage has occurred), account and be liable to the University for a reasonable proportion of the cost of remedying the damage as determined by the University and in accordance with clause 6.4. The Licensee may appeal in writing against the imposition by the University of the cost of the damage in relation to clause 6.1 and/or 6.2 to the Residence Officer within 10 Working Days of the date of the notice of the charge. The decision of the Residence Officer shall be issued to the Licensee within 10 Working Days of receipt of the appeal.
- 6.4 A separate invoice will be raised in respect of Room damage and Common Areal damage and the Licensee shall pay the charges within 10 Working Days of the date of the invoice. Where the Licensee appeals against the imposition of the charge and the appeal is unsuccessful or the charge has been varied as a result of the appeal, payment should be made within 10 Working Days of the date of the notice of the outcome of the appeal.

7. Other charges

- 7.1 As indicated in Schedule 1 and Schedule 2 of this Licence, the University reserves the right to impose on the Licensee financial fees for breaches of the Licence to Occupy. The specific amount which will be imposed will be determined by any mitigating or aggravating factors that may be relevant in the particular circumstances of individual cases.
- 7.2 Depending on the Student Accommodation, the University either makes no additional charge for the Licensee's use of water, electricity or gas ("Utilities") or it charges for units consumed above a certain allowance. Should the University's costs per unit in supplying the Utilities increase after the commencement of the Residential Year, it reserves the right to charge the Licensee an amount which is equal to such increased costs. Reasonable notification of the increased cost will be provided to the Licensee and the University will consider any representations made by the Licensee where any such increase will cause hardship, including a request to move to a different Student Accommodation.

8. Termination

- 8.1 This Licence to Occupy may be terminated in writing by the Licensee:
- 8.1.1 if the University is in serious breach of its obligations under this Licence to Occupy. In these circumstances, the University will reimburse the Licensee the balance of the current period of the Licence Fee and any other sums which are properly due to the Licensee, or;
 - 8.1.2 if the Licensee withdraws from the University in the course of a Residential Year, provided the Licensee delivers to the reception desk at either Singer Hall, Priory Hall, The Cycle Works or to the reception desk of Futurelets with written confirmation of withdrawal from the appropriate School/Faculty, and returns keys before departure. If such confirmation of withdrawal is given the University will as soon as reasonably practicable reimburse to the Licensee the balance of the current period of the Licence Fee and any other sums which are properly due. A charge of £150, which reflects the reasonable cost to the University's accommodation service of administering the withdrawal from the Student Accommodation. Unless such written confirmation of withdrawal from the relevant School/Faculty is given and the keys are returned, the Licensee remains responsible for the remainder of the Licence Fee, subject to the University's duty to mitigate such losses by taking reasonable steps to find a replacement occupant;
 - 8.1.3 in accordance with clause 5.1.
- 8.2 This Licence to Occupy may be terminated on reasonable notice in writing by the University sent to the Licensee's current address and home address held by the University (and for the avoidance of doubt service of the notice at the Room will be sufficient), in the event of:
- 8.2.1 serious or repeated breach by the Licensee of this licence, including but not limited to, the Licensee having failed to pay when due all or any part of the Licence Fee to the University; breach of the University's General or Academic Regulations or the terms of the Student Contract;
 - 8.2.2 the Licensee being withdrawn, expelled or suspended from the University for whatever reason whatsoever;
 - 8.2.3 the Licensee withdrawing from a full-time course of study with the University;
 - 8.2.4 the behaviour of the Licensee constituting a serious risk to the health and safety or welfare of the Licensee or others, or to the Licensor's or others' property;
 - 8.2.5 the Licensee no longer being an enrolled student at the University;
 - 8.2.6 the Licensee engaging in any criminal or otherwise illegal activity from the Student Accommodation;
 - 8.2.7 the Licensee using the Room for anything other than a private study bedroom.
- 8.3 Upon termination, the Licensee will vacate the Room, remove all personal belongings from the Room and Common Areas and return all keys by 09.00am on the last day of the Licence, leaving the room in a clean and tidy condition. Failure to remove all belongings will entitle the University to:
- 8.3.1 remove belongings from the Room and/or the Common Areas and place them in storage. The University will give to the Licensee 14 days' notice to retrieve the belongings and if unclaimed after such period the University reserves the right to sell or otherwise dispose of them. The Licensee shall be responsible for all the reasonable costs which the University may incur in storing and disposing of such belongings. The University shall be entitled to deduct such costs from any monies lawfully due to the Licensee.

- 8.3.2 charge the Licensee £20 for each extra day in residence and a reasonable and appropriate charge (minimum £20) for each key to the Room which is not returned to Student Accommodation.

9. Vacation periods

- 9.1 If a Licensee wishes to use a Room during the summer vacation at the end of the Residential Year, he or she must apply to the reception desk at FutureLets, in accordance with procedures which the University will notify to the Licensee from time to time. The University may at its discretion allocate Rooms, subject to availability, on a first-come-firstserved basis. The Licensee will otherwise comply with these Conditions of Residence in the same way as during the Residential Year.
- 9.2 The University reserves the right to reject any application for use of a Room over the summer vacation in the event that the Licensee has failed to pay the Licence Fee when it has become due.

10. Conduct

- 10.1 The Licensee will not do anything which may prejudice good estate management and the smooth running and efficiency of the Student Accommodation by the University and shall:
- 10.1.1 abide by the University's General Regulations;
 - 10.1.2 comply with all University health and safety and fire safety guidance and regulations and;
 - 10.1.3 not bring into or use within the Student Accommodation any unlawful drugs or other such substances including any controlled drugs listed in the Misuse of Drugs Act 1971 as amended or replaced or use or bring in any pipes designed to use these unlawful drugs or substances;
 - 10.1.4 not bring into the Student Accommodation anything which in the University's reasonable opinion is or may become dangerous, offensive, combustible, corrosive, inflammable, radioactive or explosive including, but not limited to, firearms, air rifles, bb guns, pistols, cross-bows, or any other weapons, gas cylinders, oil burners and laser pens and may not use` lighted candles, joss sticks or hookah pipes;
 - 10.1.5 not interfere with any fire alarm, smoke detector, fire extinguisher, fire exit or any other fire equipment in the Student Accommodation as referred to in Schedule 1;
 - 10.1.6 follow the University guidelines for the prompt evacuation of any area of the Student Accommodation in the event of a fire alarm;
 - 10.1.7 not smoke (which for the avoidance of doubt includes the use of e-cigarettes or vaping) in the Student Accommodation including the Common Areas or the Room;
 - 10.1.8 not interfere with any electrical installation in the Student Accommodation and shall not use any form of radiant fires and convectors or electrical adapters;
 - 10.1.9 not use barbecues or play ball games within the Student Accommodation or anywhere within the grounds of the Student Accommodation;
 - 10.1.10 not otherwise do anything that will put the health and safety of the other residents or staff at risk;
 - 10.1.11 not remove items of furniture or fittings from the Room or;

- 10.1.12 not add extra items of furniture or fittings in the Room or common areas without permission from the Accommodation Staff (such permission will not be unreasonably withheld) and that the Licensee's personal belongings comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 which is all furniture ordinarily intended for private use in a dwelling and as identified by a fire safety label;
 - 10.1.13 not erect any external television or radio aerials or satellite dishes;
 - 10.1.14 not under any circumstances whatsoever take or allow to be taken in to the Room or common parts any bicycles, skateboards or motor cycles or parts for them;
 - 10.1.15 not use cooking equipment or install additional fridge or freezer units in the Room;
 - 10.1.16 at all times strictly adhere to the University's IT Code where IT facilities are available within the Student Accommodation;
- 10.2 The University may in its absolute discretion enter the Room and confiscate any article which in its reasonable opinion presents a risk to the health and safety of other residents and /or staff of the University and should not be within the Room. The article will then either be handed over to the police or retained by the University, at the Licensee's expense, until collected by the Licensee and removed from University grounds. If at the end of the Residential Year the article has still not been collected by the Licensee, the University will give the Licensee 14 days' notice to retrieve the article and if unclaimed after such period the University reserves the right to sell or otherwise dispose of it. The University shall be entitled to deduct the reasonable disposal costs incurred by deducting such costs from any monies lawfully due to the Licensee.
- 10.3 In the interests of the well-being of fellow residents, the Licensee shall not engage in antisocial behaviour within the Student Accommodation. In particular the Licensee shall:
- 10.3.1 not impede University staff in the performance of their duties and comply with reasonable instructions issued by Accommodation Staff and any other staff or persons acting on behalf of the University. Such instructions may include, but are not limited to, providing University identification when reasonably requested to do so in accordance with the University's General Regulations;
 - 10.3.2 behave in a considerate manner towards staff and fellow residents and in particular;
 - 10.3.2.1 ensure that there is no loud noise that causes a disturbance at any time.
 - 10.3.2.2 shall not permit parties to be held in the Student Accommodation;
 - 10.3.2.3 shall not consume excessive alcohol at any times either in the Rooms or Common Areas, and comply with alcohol exclusion zones;
 - 10.3.3 not throw any object however small, including litter, out of any window in the Student Accommodation;
 - 10.3.4 not cause damage annoyance or nuisance to other residents or staff in the Student Accommodation, or to occupants of neighbouring properties;
 - 10.3.5 save for any guide dog or other animals required for medical/therapy purposes not keep animals in the Rooms or elsewhere in the Student Accommodation;
 - 10.3.6 not affix notices, pictures, or posters or anything else to the walls/windows and doors of the Room with cello tape, adhesives or drawing pins or in any other way which may be seen from outside the building or may cause damage to the wallpaper, plaster work, woodwork or furniture;
 - 10.3.7 not affix notices, posters or pictures in any part of the Common Areas other than on the pin boards provided;

- 10.3.8 not make the Common Areas dirty and untidy and, in particular, ensure that flyers or other promotional literature distributed by the Licensee are placed in designated areas and that kitchen equipment including cooking utensils, crockery and cutlery is washed and put away promptly after use. Spillage in fridges and cookers must be cleaned up immediately
 - 10.3.9 not use chip pans/deep fat fryers/toasters/rice cookers/hotplates/microwaves (other than those provided by the University) anywhere in the Student Accommodation, including the kitchens (with the exception of health grills);
 - 10.3.10 refrain from any behaviour which may be perceived as harassment or intimidation or annoyance to other residents on any basis and in particular on grounds of gender, nationality, race, religion or sexuality;
 - 10.3.11 not behave in such a manner as to bring the University into disrepute;
 - 10.3.12 not display on any windows, or in any other prominent place within the Student Accommodation posters, advertisements, images, flags or text which in the reasonable opinion of the University could be construed as offensive to other students, members of staff or members of the general public;
 - 10.3.13 not to interfere with the heating controls and time switches (where relevant) in the Room or the Student Accommodation;
- 10.4 The procedure set out in Schedule 1 shall apply to instances of misconduct by the Licensee.
- 10.5 Where ICT facilities are provided in the Room and the use of such facilities is inclusive in the Licence Fee the use of those facilities is subject to the Internet Service Provider's terms and conditions of use. Details of how to register with the Internet Service Provider are available either in the Room or issued at the time of key collection.
- 10.6 Where the University's IT Services are required to restore computer connections in the Room which have been discontinued as a result of a failure of the Licensee to follow the instructions relating to the use of the service, the University may recover its reasonable costs in doing so from the Licensee.

11. Responsibilities of the Licensee

- 11.1 During his or her occupation under this Licence to Occupy and the Common Areas the Licensee is responsible for:
- 11.1.1 the tidiness and cleanliness of the Room and the Common Areas. If in the reasonable opinion of the University the Room and the Common Areas are not in a clean and tidy state the University may clean the Room and/or Common Areas and the licensee shall reimburse the University for its reasonable costs of doing so (minimum of £20);
 - 11.1.2 damage to University property, in the Room, and in the Common Areas jointly with other residents sharing them;
 - 11.1.3 the behaviour of visitors who are in the Student Accommodation at his or her invitation and subject to clause 2.6.2 or 3.1.2 such visitors must leave by 2300;
 - 11.1.4 notifying the Accommodation Staff of any disrepair or of any maintenance/repair needs as soon as they arise;
 - 11.1.5 losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way whatsoever from a breach of the Licensee's obligations in this Licence to Occupy;

- 11.1.6 the insurance of all personal possessions and property not covered by any policy taken out by the University and the University accepts no responsibility for such items except for any loss or damage due to the negligence of the University;
- 11.1.7 ensuring that all correspondence is no longer sent to the Room or to the Student Accommodation after they have vacated the Student Accommodation;
- 11.2 On arrival the Licensee shall check the University's property against the inventory for the Room and Common Areas for damage and cleanliness. Any discrepancy should be recorded on the inventory for the Room and submitted in accordance with the stated timeframe. Prior to arrival you will receive an inventory email which requires an e-signature as confirmation of receipt. Within 7 days of receiving the email you will have to read through the inventory report and respond to it. You can either confirm you are satisfied with the reports description of the room and its condition, or you can respond to the report with your own comments if you spot anything that is missing from the report. If you do not respond to the inventory report within the 7 day deadline your e-signature from the receipt of the mail will be used as acceptance of the inventory report. Appeals against damage charges will not be considered if a completed inventory has not been submitted.
- 11.3 On departure:
 - 11.3.1 The Licensee shall check the University's property against the inventory for the Room and shall check the Room and the Common Areas for damage and cleanliness and notify the University of any discrepancy and/or damage;
 - 11.3.2 The University will inspect the Room and the Common Areas as soon as possible at the end of the Residential Year or earlier termination of this Licence to Occupy. The Licensee is advised and encouraged to participate in the inspection, as outlined in the checkout information. If in the University's reasonable opinion the inventory for the Room does not match the condition of the Room or the Common Areas the University may recover from the Licensee the amount necessary to make good any damage or loss. Any dispute over such amounts must be notified to the Residence Officer within 14 days of receipt by the Licensee of notification of the amount of damage or loss payable by him or her. Any appeal against damage charges will not be considered if a completed inventory has not been submitted;
 - 11.3.3 Failure to comply with the checking out procedure may result in the Licensee being invoiced for the reasonable cost to make good any loss or damage to the Room and the Common Areas discovered by the University on inspection under clause 11.3.2 excepting fair wear and tear. The University will also recover from the Licensee any further amount due in respect of damage to or loss of University property and/or other payments outstanding under this Licence to Occupy (including but not limited to any outstanding amounts in respect of the Licence Fee);
 - 11.3.4 The University will not collect and forward mail to the Licensee either during or after the end of the Licence and will not allow former students access to the Student Accommodation in order to collect mail or otherwise. At the end of the Licence the Student should provide notification to third parties of their change of address. The University will return all post received to sender.

12. Personal property

- 12.1 Except in cases of the University's negligence, the University will not be liable for the loss of, or damage to, personal property in the Student Accommodation.
- 12.2 Save when any death, personal injury, damage or loss results from the negligence of the University, its employees or the persons duly authorised to act on its behalf, the University is not liable for such death, personal injury, damage or loss or for any claims, demands, actions, proceedings, damages, costs or expenses or other liability as a result of the Licensee's occupation of the Student Accommodation.

13. Emergency evacuation

- 13.1 The University reserves the right to evacuate and temporarily close the Student Accommodation in the event of an Emergency Situation. In the event that evacuation becomes necessary the University endeavours to relocate Licensees to suitable alternative accommodation as far as it is reasonably practicable to do so. However, the following conditions shall apply;
- 13.1.1 Suitable alternative accommodation will be allocated at the discretion of the University and any special circumstances will be given priority;
 - 13.1.2 The conditions of the alternative accommodation may vary significantly from the Student Accommodation under the Licence e.g. smaller rooms, shared rooms, shared bathrooms, location, non-catered accommodation etc;
 - 13.1.3 Licensees are required at all times to adhere to and abide by the rules and regulations pertaining to the alternative accommodation to which they are assigned as well as the University Student Accommodation regulations;
 - 13.1.4 The terms of this Licence shall at all times apply to alternative accommodation so far as reasonably practicable and to the extent that it is compatible with the regulations of the alternative accommodation;

14. Notices

- 14.1 Any notice to be served upon the University under this Licence shall be deemed to have been properly served if:
- 14.1.1 if it is left at the reception desk at either Singer Hall, Priory Hall or The Cycle Works; or
 - 14.1.2 it is sent by first class post to the address set out in clause 1.5 to Futurelets; or
 - 14.1.3 if it is left at the address of FutureLets given in clause 1.5; or
 - 14.1.4 it is sent by email to unihalls@futurelets.co.uk
- 14.2 Any notice to be served upon the Licensee under this Licence shall be deemed to have been properly served if:
- 14.2.1 it is sent by first class post to the address of the Licensee as set out in the Offer of University Accommodation or such other address as is notified to the University in writing; or
 - 14.2.2 it is sent to the Licensee's University email address or such other email address as the Licensee has notified to the Landlord;
- 14.3 If a notice is given in accordance with clause 14.1 or 14.2 it shall be deemed to have been received:
- 14.3.1 if delivered by hand at the time the notice is left at the proper address; or
 - 14.3.2 if sent by first class post on the second Working Day after posting; or
 - 14.3.3 if sent by email at 9:00am on the next Working Day after sending.

15. Data protection

Your personal data as defined in applicable Data Protection legislation (including names, addresses, telephone numbers, etc.) shall be held by the University and processed securely in accordance with the Data Protection Act 1998, General Data Protection Regulation 2016, and any subsequent legislation. Your personal data shall only be used for the purpose of administering the University's Accommodation service and shall not be further processed or disclosed to third parties without your consent except as required by law or for crime prevention or crime detection purposes, student accommodation providers e.g. Liberty Point, Derwent Living and debt collection agencies on behalf of the University, in the event that you owe money to the University which is not repaid within the appropriate timeframe. We will not disclose sensitive personal data (for example, medical records) except with your explicit consent or if we are permitted and/or required to do so by law.

16. Third party rights

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

17. Governing law

This Licence shall be governed in accordance with the laws of England.

18. No transfer

The Licence is personal to the Licensee and he/she shall not transfer any of his/her rights under this Licence to a third party.

19. Variation

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

20. Complaints and dispute resolution

Any dispute arising under this Licence shall be subject to the exclusive jurisdiction of the English courts. This is without prejudice of the right of the Licensee to make a complaint relating to this Licence to the Office of the Independent Adjudicator for Higher Education, once the Licensee has exhausted the University's internal complaints procedure, which is outlined in Schedule 5.

Schedule one: Conduct in student accommodation

The University requires all students who are resident in University student accommodation to act responsibly, showing due consideration to other students, staff, visitors and members of the local community. In return the University will undertake to deal promptly with any student who commits a breach of the Licence to Occupy.

The following provides a framework for dealing with breaches of the Licence to Occupy as swiftly and as fairly as possible. While it is not the intention to make life in University student accommodation unduly restrictive, any activity that endangers the health and safety of other residents will be dealt with firmly. Tampering with fire safety and detection equipment is unlawful and threatens the safety of all residents. Therefore any breach of fire safety regulations is likely to attract a more severe sanction. The procedures outlined in this document are supplementary to the University's Student Disciplinary Procedures.

1. In the event of a breach of the Licence to Occupy in relation to conduct, the Residence Officers are the authorised persons who are responsible for investigating and collecting the appropriate evidence.
2. The Residence Officer (or designated nominee) will as soon as is reasonably practicable investigate the allegation of the breach of the Licence to Occupy (normally within 2 Working Days). The Residence Officer will inform the student that there is an allegation that he/she has committed a breach of the Licence to Occupy.
3. The Student will be given the opportunity to admit or deny the offence to the Residence Officer (or designated nominee). Where the Student admits responsibility there will be no right of appeal.
4. Where an offence is admitted then the Residence Officer (or designated nominee) is able to impose a charge as detailed in the table below.

Anti-social behaviour	Fine
Failure to abate noise after an instruction to do so	£80
Verbally abusive or offensive conduct	£80
Throwing objects from windows	£150
Breach of University Smoking Policy	£80
General nuisance (e.g. drunken disorder, late gatherings and general disturbance to other residents)	£80
Unauthorised overnight guests	£40
Use or storage of prohibited items as identified in Clause 10.1.4	£40
Substance misuse	Fine
Possession of an illegal substance	£100
Breaches of fire safety	Fine
Activating a smoke or heat detector without due care (e.g. cooking)	£50
Failure to evacuate a building due to an alarm	£50
Activation of a fire alarm call point without due cause	£150
Action leading to the attendance of the Fire Brigade	£150
Interfering with the smoke/heat detectors	£100
Propping open a fire door or obstructing fire exits	£100
Discharging a fire extinguisher without due cause	£100

This list is not exhaustive.

The University is committed to providing all Licensees an environment which is conducive to undertaking successful study and an enjoyable student experience. Therefore where a student commits multiple offences under Schedule 1 the University reserves the right to terminate this Licence to Occupy in accordance with clause 8.2.

In all instances students will receive a written warning where the Student is found guilty of the offence and may be required to complete a written undertaking as to their future conduct in Student Accommodation within 5 Working Days.

Please see below for an example of how the charges may operate;

Where a student activates the heat detector in a kitchen due to leaving cooking unattended, and the kitchen fire door is propped open, a charge of £150.00 will be imposed. Non-payment of charges or damages within 7 Working Days of notification will be treated as debt.

5. Where a Student denies a breach of the Licence to Occupy, the information gathered by the authorised person in accordance with Clause 1, will be sent to the Internal Property Manager(or designated nominee) to review and consider the evidence of the alleged breach.
6. Where the Internal Property Manager (or designated nominee) is satisfied that there has been a breach of the Licence to Occupy one or more of the charges set out in the table above will be imposed.
7. In addition the Internal Property Manager (or designated nominee) may also impose an administration charge of no more than £20.
8. In addition the Internal Property Manager (or designated nominee) may issue a final written warning, or terminate the Licence to Occupy in accordance with Clause 8.2 of the Licence to Occupy. Where the student already has a final written warning on file in relation to the Licence to Occupy during their studies, the Internal Property Manager (or designated nominee) may terminate the Licence to Occupy.
9. The Internal Property Manager (or designated nominee) will notify the Student of the outcome, to their University email address, normally within 2 Working Days of it being referred to them.
10. Where a student commits a serious breach of the Licence to Occupy, that is, the breach is included within the definitions set out in the Student Disciplinary procedures under the University's General Regulations, the case may be referred direct to the Head of Group Resolution Unit for action accordingly.
11. **Appeals process**
Any student wishing to appeal against the decision of the Internal Property Manager (or designated nominee) must lodge his/her appeal within five Working Days of the receipt of the decision. The appeal should be made in writing to the Head of Group Resolution Unit and must specify the grounds of appeal, which may only be one or more of the following:
 - (a) The review of the submitted evidence by the Internal Property Manager (or designated nominee) failed to take into account all material relevant facts contained in that evidence before the decision was taken and reached a decision that was not properly available to him/her on the material before him/her.
 - (b) The procedures were not followed correctly prior to decisions being taken.
 - (c) There is new evidence where the Licensee can show good reason why he/she could not have been made known to the Internal Property Manager (or designated nominee)

If 11c) above is stated as the grounds for the appeal, fresh evidence must be introduced in support of any appeal at the time the request is lodged; no appeal shall be heard if all the evidence submitted has already been considered at the earlier stage. This fresh evidence will only be considered if it had not been available at the time of the original decision.

The Head of Group Resolution Unit may consider the case or allocate it for consideration to a designated nominee. If the Head of Group Resolution Unit (or designated nominee) is satisfied that a prima facie case exists, he/she can set aside the decision of the Internal Property Manager (or designated nominee) and consider the appeal. Under these circumstances, the Head of Group Resolution Unit (or designated nominee) may uphold the original decision and sanction; uphold the original decision and impose a different sanction; find that there is no case for the student to answer. A Student submitting an appeal will receive an acknowledgment of receipt of their appeal within 2 Working Days of the documentation being lodged with the office, and completion of the process normally within a further 8 Working Days.

Notes:

- Please note the charges detailed in the table relate only to conduct. In the event that there is damage to the "Room" or the "Common Areas" additional charges will be invoiced in accordance with Clause 6 and Schedule 2 of the Licence to Occupy.
- Nothing in this procedure will preclude action being taken under the Student Disciplinary Procedure as set out under the University's General Regulations. No actions taken as a result of this procedure will prejudice any further course of action open to the University.
- Any conduct which constitutes a criminal offence will be referred to the Police.
- Where the Licensee commits a serious breach of the Licence to Occupy, the University may terminate this Licence to Occupy in accordance with Clause 8.2
- The Office of the Independent Adjudicator for Higher Education ("OIA") operates an independent student complaints scheme pursuant to the Higher Education Act 2004. Students may take their complaint relating to a request for an appeal under the University's Licence to Occupy to the OIA once all internal processes have been exhausted. A "Completion of Procedures" letter will be issued automatically from the office of the Registrar & Secretary at the same time as the letter notifying the student of the outcome of their appeal request when it has been determined that all internal processes have been completed. The OIA must receive a completed Scheme Application Form within twelve months of the date of Completion of Procedures Letter.

Schedule two: Guide to charges relating to damage to student accommodation

Keys	Charges
Replace lost bedroom key	£20
Replace lost front door key	£20
Replace locks due to loss of keys	£75
Gain access to room out of hours if locked out	£15
Replace post locker key	£5
Replace accommodation access card	£10
Replace bike locker key	£40

Cleaning charges entrance & corridors/lounge/bedroom/ kitchen/bathroom	Charges
Vacuum carpet	£20
Shampoo carpet	£20
Rubbish removal	£20 per bag
Wipe clean furniture/work surfaces/ windows/sink & drainer/bin/seating	£20
Wipe clean and degrease walls	£30
Remove food, defrost and clean fridge/freezer	£30
Degrease and clean cooker and hob	£30
Degrease and clean bath, shower, toilet and wash hand basin	£40
Sweep and mop flooring	£20

Charge to replace damaged items	Charges (from)
Bed base	£75
Chest of drawers	£125
Desk	£80
Desk chair	£55
Kitchen chair	£60
Kitchen table	£85
Mattress (single)	£82
Mattress (3/4)	£90
Mattress (double)	£100
Wardrobe	£156
Mirror	£50
Cooker	£150
Hob	£100

Freezer	£150
Fridge	£145
Fridge/Freezer	£260
Microwave	£60
Microwave combination oven	£140
Sink & drainer	£160
Work surface	£160
Waste Bin	£10
Fire Blanket	£20
Fire extinguisher refill/replacement	£20/£60
Smoke/heat detector	£40
Extractor fan	£110
Socket	£20
Vacuum cleaner	£90
Wash hand basin	£90
Ironing board	£20
Iron	£40
Radiator	£165
Wall heater	£150
Shower unit	£135
Shower head	£20
Pair of curtains	£100
Net curtains	£40
Blind	£60

Charge to replace flooring	Charges (from)
Carpet inclusive foam backing and latex screed	£28 per square metre
Lino	£18 per square metre
Painting	£12 per square metre

The prices quoted serve as a guide to what it may cost to clean, repair and replace various items within accommodation. The minimum price has been quoted in most cases. This list is nonexhaustive, and other items may be present for which there will be a charge in the event that the item is damaged. Prices quoted are exclusive of call-out charges, fitting costs and VAT. FutureLets reserves the right to charge a higher price than that quoted on the list which reflects the market value if this differs significantly from the price listed. Similarly if the cost of the replacement item is lower than the printed price, the lower price will be invoiced. Repairs to items not specifically referred to on the list will be charged at the invoice price, plus any call-out fees, disposal rates and VAT where appropriate.

In communal areas, where cleaning or repairs are necessary but the resident(s) responsible do not identify themselves, the charge may be divided equally between all residents who use the area. Please refer to clause 6.3 of the Licence to Occupy.

Schedule three: Deposit

A £300 deposit is to be paid, in accordance with the Offer, by the Licensee to Coventry University upon acceptance of the Offer. This deposit will be held in a separate account by the University and is not interest bearing.

At the end of the Licence if the Licensee has any outstanding fines, charges or licence fees ("Outstanding Debts") which it owes to the University, the University will advise the Licensee in writing in a final statement.

Where Outstanding Debts are owed, the University will deduct the Outstanding Debts from the Licensee's deposit and return any remaining balance to the bank account from which the deposit was originally paid.

Where there are no Outstanding Debts, the University will return the full deposit back into the bank account from which the deposit was originally paid Within 30 days. Any dispute regarding the Outstanding Debts must be made in writing to the University within 10 days of the University issuing the final statement. This complaint will be dealt with in accordance with the complaints procedure as set out in Schedule 5.

Schedule four: Debt recovery policy

Accommodation debt collection process and timescales

Routine debt collection process would not commence until after an invoice becomes due for payment as per the pre-determined academic year due dates. The Student has the option to pay accommodation fees termly so debt collection will in the first instance be based on the Term 1 fee payment that is due.

The debt collection procedure is based on initial contact by telephone or e-mail and where necessary will be followed up with formal debt chase letters. Where e-mails are sent this will be to the designated Coventry.ac.uk e-mail address which the Student has accepted they must review as part of the student charter.

Debt recovery timetable

Action taken	Timeframe
Text message reminder – due date	1 week before first payment deadline
Aged debtor report to review overdue fees	7 days after due date
Letter 1 overdue reminder	7-14 days after due date
Debt chasing by phone, e-mail, text	14-21 days after due date
Prepare Notice to Quit (NTQ) letters	21 days after due date
Deliver NTQ to student/room	28 days after due date
Debt chasing by phone, e-mail, text	28– 56 days after due date
Room checks by Residence Officers	56 days after due date
Prepare possession letters	57 days after due date
Deliver possession letters	60 days after due date
Room checks by Residence Officers	61-63 days after due date
Documents prepared & sent to legal services	70 days after due date
Legal Services to request court hearing	77 days after due date

Once a court hearing has taken place and the case awarded a formal referral of the debt to third party debt collection agents (DCA) will be instructed.

Schedule five: Complaints

1. Introduction

In all cases, we would encourage you to informally address any complaints as soon as possible after the problem arises, either with the Residence Officer or Assistant Residence Officer. If it is not possible to resolve the issue locally, please put your complaint in writing (either by email or letter) addressed to the Internal Property Manager (email: unihalls@futurelets.co.uk) who will respond to you within 10 working days.

2. Principles

- 2.1 Complaints will be handled sensitively and confidentially. Information will only be released to those who need it for the purposes of investigating and responding to a complaint. Individuals named in a complaint will be made aware of the allegations to ensure that they have an opportunity to put their case forward.
- 2.2 The procedure will be clear, transparent and fair to all parties.
- 2.3 All complaints will be taken seriously, investigated thoroughly and can be made without fear of penalty.
- 2.4 All Students and representatives accessing the complaints procedure and all staff involved in investigating and responding to a complaint should act reasonably and fairly towards each other, respecting the process at all times.
- 2.5 Informal resolution will be promoted in as many cases as possible.
- 2.6 Coventry University will adhere to published deadlines; where this might not be possible the student will be kept informed and a revised deadline provided.
- 2.7 Where complaints are considered to be vexatious or frivolous, the University may terminate consideration of a complaint. Please see section 10.6 for full information.
- 2.8 Complaints will be monitored and where problems are identified, changes to practice will be effected.

3. Scope

- 3.1 What is and what is not a complaint?
 - 3.1.1 For the purpose of this procedure, a complaint is defined as something which has not been resolved informally
 - 3.1.2 There are issues that cannot be considered through Complaints Procedure.
These include:
 - (a) Those matters which are currently being considered by the Office of the Independent Adjudicator for Higher Education (OIA), a court or tribunal.
 - (b) Routine first time requests for information.
 - (c) An attempt to have a complaint reconsidered where the University has completed its procedures.

3.2 Who can use Complaints Procedure?

- (a) An individual Student
- (b) A group of Students. In such cases the group must nominate a spokesperson who will represent the group on all matters relating to the complaint. Please see section 10.7: General Provisions for full information.
- (c) Third parties acting for a Student. We would always encourage an individual wishing to make a complaint to deal with us directly. However, in cases where a complaint is received from a third party (including a parent/guardian), they will be asked to provide his/her written consent authorising Coventry University to deal with their representative.
- (d) Anonymous complaints. Complaints received from an anonymous source will be given consideration at the University's discretion. The University encourage any individual to raise a concern without fear of recrimination. A complaint made anonymously could impede the investigation and communication of the outcome.

In exercising discretion the following factors will be taken into account:

- the seriousness of the complaint;
- the likelihood of confirming the allegation from attributable sources;
- whether enough information has been provided to enable any further action;
- whether anonymity can reasonably be maintained.

If a Student finds the complaints process or the details of the complaint itself have caused them to feel anxious or stressed, s/he may wish to contact the University's Health and Wellbeing team www.coventry.ac.uk/study-at-coventry/student-support/health-and-wellbeing or the Students' Union Advice Centre (SUAC) www.cusu.org/support/advice for additional support.

4. Time limits

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

5. Informal resolution

- 5.1 The University offers individuals with an informal supportive route to resolving complaints. Licensees are encouraged to raise any concerns or queries at the earliest opportunity with Residence or Assistant Residence Officer.

6. Stage 1: complaints procedure

- 6.1 The complaint must be made in writing, preferably via an email to unihalls@futurelets.co.uk marked clearly as a complaint, which is available on University Accommodation website at: www.coventry.ac.uk/study-at-coventry/student-support/accommodation/contact-us

The complaint should include:

- full Student name;
 - email address;
 - details of the complaint being made;
 - steps taken to resolve the complaint so far.
- 6.2 The complaint should be written clearly and tell the University what the issues are and how the complaint could be resolved satisfactorily.
- 6.3 If the complaint covers a number of different issues, it would be helpful to separate them under different headings.
- 6.4 The Student shall receive a written acknowledgement from the University as promptly as is practical, normally within two working days. The acknowledgement will give an indication of the timescale for a response to be provided, normally 20 working days, and who is investigating the complaint.
- 6.5 The Student will also be asked to provide evidence, normally within 5 working days, to support their complaint.

Evidence might include:

- relevant emails;
 - photographs;
 - independent statements from witnesses;
 - contract/agreement.
- 6.6 In order to progress the investigation it may be necessary to obtain further information from the Student, which may require a meeting.
- 6.7 If a complaint is made about a staff member, that individual will be informed both that a complaint has been made and the nature of that complaint.
- 6.8 If the normal time limit (20 working days from the date of the written acknowledgement of the complaint) does not allow for a full or appropriate investigation and response to the complaint, the time limit may be extended and the Student will be notified.
- 6.9 Once a comprehensive investigation has been carried out, the Student will be advised in writing of the outcome.
- 6.10 This concludes stage 1 of the complaints procedure.

7. Stage 2: complaints procedure

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

7.2 The written request should include:

- the reasons why the Student remains dissatisfied by the outcome of the stage 1 complaint response;
- any new evidence;
- the outcome being sought.

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

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

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

7.6 This concludes the procedures.

7.7 A Completion of Procedures letter will be issued to the Student within 28 days.

8. The Office of the Independent Adjudicator (OIA)

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

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

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

9. Unreasonable behaviour

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

9.2 Examples of unacceptable behaviour might include:

- (a) Aggressive or abusive behaviour. This could include the threat or use of physical violence, verbal abuse or harassment towards staff. This is likely to result in the ending of all direct contact with the Student and could result in a report being submitted to the police.
- (b) Unreasonable demands. This includes instances where a Student continues to demand responses being provided within an unreasonable time-scale; insists on seeing or speaking to a particular member of staff; makes continual contact; repeatedly changes the substance of the complaint or raises unrelated concerns.
- (c) Unreasonable persistence. This could include a persistent refusal to accept a decision made in relation to a complaint; persistent refusal to accept explanations relating to what can or cannot be done about the complaint, and continuing to pursue a complaint without presenting any new information.

(d) Vexatious or frivolous complaints.

The University regards complaints to be vexatious or frivolous where:

- the complaint does not have any serious purpose or value or is not serious or sensible in attitude;
- is designed to cause disruption or annoyance or gives rise to disproportionate inconvenience or expense;
- has the effect of harassing any of the University's staff, or can be fairly characterised as obsessive or unreasonable;
- it is reasonable to assume that there is no intention for the complaint to be seen as serious or sensible but not to the extent that it can be considered vexatious or malicious. If the investigation of a complaint reveals the complaint to be vexatious or frivolous in nature, the University reserves the right to dismiss the complaint and to take disciplinary action against the Student. The Student will be notified of this decision in writing and will be issued with a Completion of Procedures letter.

10. Group complaints

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

11. Reasonable adjustments

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



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FutureLets 
Your key to successful living

FutureLets
Charles Ward 145, Coventry University,
Priory Street, Coventry, CV1 5FB

T: 024 7615 8158
E: unihalls@futurelets.co.uk
www.coventry.ac.uk/accommodation

**YOUR
RIGHT TO
A QUALITY
HOME** **THE
ACCOMMODATION
CODE** **STUDENTS**

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