

# **ANUK/Unipol Code of Standards for Larger Developments for student accommodation managed and controlled by educational establishments**

**5 September 2024**

## Introduction

This Code applies specifically to accommodation that is occupied solely or principally for persons for the purpose of undertaking a full time course of further or higher education at the institution providing the accommodation.

This Code establishes a set of management standards for all residential developments managed and controlled by educational establishments (with the exception of head leased properties) and specifies appropriate controls to ensure that the particular needs of students are delivered effectively and fairly.

**This National Code offers educational establishments and students a framework to agree a transparent and useful set of undertakings about how they wish to provide an accommodation service that acts in the best interests of students.**

The Universities UK/GuildHE Code of Practice for the management of Student Housing also sets out to offer similar arrangements and higher educational establishments are encouraged to review both Codes and adopt the Code which provides most value.

A third related Code also exists, specifying the requirements for the provision of student housing by non-educational establishment providers <https://www.nationalcode.org/Handlers/Download.ashx?IDMF=4fd2035c-1bed-4838-be1b-a2f7fc7c2796>.

The criteria in this ANUK Code have been chosen to reflect a balance of common sense obligations and responsibilities between the managers of student accommodation and occupants and set benchmark management standards which are achievable and realistic. None of the above Codes prejudice any legal rights.

## Principles behind the Code

This Code does not seek to be overly prescriptive in setting requirements for the management of student accommodation but rather to specify the key areas within the provider - occupant relationship which require positive and effective management.

This Code requires each participating establishment to define, document and make readily available:

- The standards it sets out to meet against each aspect of this Code's requirements;
- How the achievement of these standards will be measured, or otherwise monitored;
- Appropriate records to objectively demonstrate that these standards meet the requirements of occupants and other key stakeholders as well as complying with relevant legislation.

This approach is designed to enable all further and higher education establishments, irrespective of the nature of their portfolio, to adopt this Code as a framework to further improve their service.

### Benefits of Membership

- Managers and occupants will jointly benefit from the implementation of good standards of housing management and practice.
- Misunderstandings and disputes will be reduced.
- Where problems do occur they can be resolved promptly and efficiently.

In all cases an educational establishment's commitment to comply with this Code will be made explicit on letting and marketing materials, and other occupant information, and the Code will be actively and positively promoted amongst students.

This Code is fully supported by the National Union of Students (NUS), Ministry of Housing Communities and Local Government (MHCLG), The Accreditation Network UK (ANUK), the Chartered Institute of Environmental Health Officers (CIEH), College and University Business Officers (CUBO), The Association for Student Residential Accommodation (ASRA), Association of Managers of Student Services in Higher Education (AMOSSHE), and UniversitiesUK. The secretariat of this Code is based at Unipol Student Homes.

Adoption of this Code by an educational establishment is entirely **voluntary** and the National Codes' Committee of Management ensures that verification and compliance tests are carried out at an appropriate frequency to determine an establishment's compliance with the requirements of this Code.

Occupants may also complain directly to the Code's secretariat where they feel a breach of this Code's requirements has occurred and be assured that their complaint will be dealt with professionally and objectively.

### Determination of Whether a Residential development is Managed and Controlled by an Educational Establishment

Many student accommodation residential developments are undertaken in partnership between a provider of services and an educational establishment and **this Code only applies to those properties that come clearly under the management and control of the educational establishment.**

In order to determine whether a building is managed and controlled by an educational establishment, a framework of questions has been developed.

The scoring system and guidelines for answering the questions is included in appendix I to this Code.

### Legislative Implications

By agreeing to abide by this Code, educational establishments may be exempt from the licensing requirements of the Housing Act 2004 ("the Act") (except Part 1) which

apply to houses in multiple occupation (“HMOs”). Establishments may be excepted from the licensing requirements by regulations made under paragraph 4 of Schedule 14 to the Act.

More details of the legislative implications of compliance with the Code are included in appendix II to this Code.

This Code assumes an educational establishment's compliance with all statutory requirements as contained within housing, building, planning, equality and diversity, data protection and other relevant legislation, as well as adoption of good practice principles.

## **Terms and definitions**

Many terms used within this Code may be open to interpretation and appendix III clarifies the intended meaning of these within the context of this Code to ensure consistent adoption of this Code's underlying principles.

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The secretariat for the ANUK National Code of Standards and the Committee of Management is based at Unipol Student Homes, 155-157 Woodhouse Lane, Leeds LS2 3ED and the National Code Administrator can be contacted there.

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## The requirements of the ANUK/Unipol Code

### SECTION 1. GENERAL

Member educational establishments make a commitment to ensure that:

- 1.0. Business is pursued in a professional, courteous and diligent manner at all times;
- 1.1. This Code is used throughout their educational establishment as a framework for self-assessment and they will use the outcome of these assessments to continuously improve the services they provide to occupants;
- 1.2. They take all reasonable steps to ensure that their staff are conversant (as appropriate to their job role) with all aspects of this Code and have an up-to-date working knowledge of the educational establishment's legal responsibilities and obligations;
- 1.3. The person/persons designated as the responsible manager at a site will complete the online training course within eight weeks of being appointed;
- 1.4. They respond to an enquiry from the National Codes Administrator or their nominee within five working days.

## **SECTION 2. EQUALITY AND INCLUSION AS IT RELATES TO THE PROVISION OF ACCOMMODATION SERVICES**

Managers will ensure that:

- 2.0. The educational establishment will develop an equality access statement, or equivalent, in respect of their managed and controlled accommodation;
- 2.1. All procedures for the allocation of accommodation comply with any equality and inclusion policies that apply to their educational establishment and in accordance with the law, in particular the provisions of the Equality Act 2010;
- 2.2. The educational establishment will ensure that no person or group of persons applying for accommodation will be treated less favourably than any other person or group of persons in accordance with the legally protected characteristics;
- 2.3. As part of an enhanced commitment to supporting disabled students, educational establishments shall not levy charges for rooms adapted and used by any disabled students which exceed the average room rate charged by the educational establishment across its full range of rents;
- 2.4. An assessment is carried out, if appropriate, to determine the specific needs of the individuals concerned and where these needs are reasonable, as defined within the Equality Act 2010, they are fulfilled in accordance with clauses 2.0, 2.1, & 2.2. Educational establishments will comply with legal requirements to make reasonable adaptations;
- 2.5. Any necessary adaptations for disabled students are completed within a reasonable timescale of them being requested and approved;
- 2.6. Staff involved with the delivery of the standards required by this Code with regards to equality and inclusion are appropriately trained (within their role) within 12 weeks of commencing employment;
- 2.7. When developing or changing any systems, process, services or residence buildings, in a way that might limit equal access to services and facilities, relevant equality impact assessments are to be undertaken to ensure that the educational establishment meets all relevant provisions of the Equality Act 2010;

- 2.8 A written equality access strategy, or equivalent, is to be developed in relation to any new build or significant accommodation refurbishment, such that those works can be shown to observe the objectives of that statement;
- 2.9. The educational establishments will endeavour to match applicants' accommodation needs in terms of their gender identity;
- 2.10. All occupants must be provided with access to toilets, showers and changing rooms in their accommodation that accord with the gender they identify with.

### **SECTION 3. MARKETING PRIOR TO LETTING**

Managers will ensure that:

- 3.0. All property details are reported accurately without misrepresentation to prospective occupants, including details provided in prospectuses, brochures and on websites;
- 3.1. An appropriate mechanism is in place to update such publicity material in a timely manner, should details of specific properties change;
- 3.2. All prospective occupants are informed about any contractual terms under which the property is offered, including those relating to any fees payable in addition to rent, such as utility charges, deposits, insurance, web or telephone costs;
- 3.3. The occupancy agreement should include a reference to the fact that the educational establishment is a member of this Code;
- 3.4. All occupants are given a written copy of their occupancy agreement at the time they sign or at the time they pay advance rent, holding deposit or deposit. For occupancy agreements entered into on-line, students should be able to download the full terms and conditions of the agreement at the time they make the application. Members must make this facility clear to students up-front. If a student asks in writing for a paper copy of an agreement, the educational establishment must send one within five working days;
- 3.5. Occupancy agreements do not contain any unfair terms as defined in Part 2 of the Consumer Rights Act 2015, including academic sanctions due to an accommodation-related debt, and should comply with the Tenant Fees Act 2019.

#### **Rent Liability**

Managers will ensure that:

- 3.6. Prospective occupants are issued with a clear statement of the rent due to be paid, including the dates, amounts and methods of payments due to be made during the term of the occupancy agreement;



- 3.7. Prospective occupants are issued with receipts for all monies received, whether in payment for rent, deposit, utility or service charges.

### **Accommodation Guarantees and Location of Alternative Accommodation**

Managers will ensure that:

- 3.8 They have in place contingency plans to address situations where they are unable to deliver on any accommodation guarantees made to students and that, in such circumstances, they ensure that affected students are made aware of this at the earliest opportunity, along with being provided with assistance to secure suitable alternative accommodation;
- 3.9 Where the location of the alternative accommodation requires the students to incur additional public transport costs to get to their place of study, then they will:
- Reimburse these resulting costs from the accommodation, unless transport is being provided for free;
  - Ensure that the students have access to student support services and relevant information;
  - Make payments to all affected students on the same basis as in clause 3.32 of this Code;
  - Notify their students' union of the fact that alternative accommodation is being provided and where it is located.

### **Contact Details**

Managers will ensure that:

- 3.10. The educational establishment's membership of this Code is clearly communicated to all occupants by the display of a standard notice within the building, or a central reception area, and by displaying the Code logo on the establishment's accommodation website(s) (in accordance with the Provision of Services Regulations 2009 – <https://www.legislation.gov.uk/ukdsi/2009/9780111486276/contents>);
- 3.11. The systems in place to ensure occupants' security, student care and general student welfare are clearly defined, communicated to occupants and regularly tested to ensure that they operate effectively;
- 3.12. These systems ensure that the names and contact details of all staff involved in the management of the building (and the wider

residential development, if appropriate) are provided to occupants at the commencement of their occupancy, clearly specifying the times they will be available and their responsibilities. Occupants will be informed when any relevant changes occur to the role of staff;

### **Staff and Student Care**

Managers will ensure that:

- 3.13. An appropriate residential presence is provided in any residential development which houses in excess of 150 students (where the residential development is larger there is a minimum of 1 residential presence for every 250 student occupants) and the purpose of this residential presence is made clear to occupants living within the building;
- 3.14. Staff providing such a residential presence clearly understand their role and responsibilities and receive an appropriate level of structured and pre-planned training prior to commencing their duties;
- 3.15. The content of the training has been developed following an analysis of the training needs of staff providing the residential presence and the educational establishment can demonstrate the effectiveness of the training that has been provided;
- 3.16. Such staff are also provided with the names and contact details of additional support so that they can be called upon in the event of an emergency.

### **Wired Network Connection and/or Wi-Fi Provision**

Managers will ensure that:

- 3.17. In marketing (and in in-occupancy information), Members shall make clear for the benefit of occupants and prospective occupants:
  - Whether Wi-Fi is included in the rent or at an additional cost;
  - Exactly what sort of provision is being made available to users, especially where the 'free' elements cover only a base service and a charge is made for enhancement of this;
  - Details of where within and around the development Wi-Fi coverage is available;

- 3.18. Where the Wi-Fi network has a limit on the number of different wireless devices that can be registered on the network, this should be made clear in all relevant information and marketing materials;
- 3.19. Where a numerical speed claim for broadband service is made, it should be possible to demonstrate that the speed (which should be described as an 'average') is achievable for at least 50% of the relevant customer base at peak time (defined by Ofcom as between 8-10pm). The Member must state in terms easily understood by occupants the likelihood of the broadband service not being able to meet their service expectations. Speed checking facilities, for example those provided on internet service provider (ISPs) websites, should be promoted in adverts whenever possible.

### **State of Repair**

Managers will ensure that:

- 3.20. There is a system in place which clearly informs occupants of the contents of the property and the state of repair of fixtures and fittings at the time their occupancy starts;
- 3.21. The system provides a method for occupants to identify and report contents, fixtures and fittings that they believe are either missing or in a poor state of repair;
- 3.22. The system also defines the method for making any deductions from deposits for items that are found to be damaged or missing from the room at the end of the occupancy.

### **Late Construction: Managing the Problem and Communicating with Students**

Managers will ensure that:

- 3.23 The educational establishment abides by the requirements of the New and refurbished buildings protocol (Appendix VIII to this Code), where:
- a building is new, or undergoing refurbishment and the building programme is running late; and
  - this may result in pre-let rooms not being ready for occupancy.

In these circumstances, the educational establishment is specifically responsible for:

- informing future occupants about:
  - o any delay or inconvenience they may experience;

o who in particular they can contact to get further help and information from;

- notifying the NCA of the position within one day of the occupants having been informed;
- informing the NCA within the same timescale what action they have planned;
- contacting any other relevant parties to outline what action they are taking within not longer than two working days after they have notified the NCA; and
- reflecting any delay or temporary loss of amenity in any subsequent marketing material;

3.24 If a room is not ready for occupation on the date that the occupancy agreement begins, the educational establishment shall provide suitable alternative accommodation in an adjacent building or, in any event, in a building within half a mile of the original development;

3.25 Where it is not possible to provide the alternative room in line with 3.24 above, the educational establishment shall endeavour to source this provision through other suppliers within:

- the same local housing authority area; or
- a 20-minute walk of the student's main study location. Where this is not possible, the Member should contact the NCA immediately for further advice;

3.26 Where rooms are not ready for occupation the educational establishment will:

- give the affected students seven days to decide whether they want to leave the contract. This notification will be in writing and the seven day period commences from the date that the student is informed that the relevant room is not ready for occupation on the planned date.
- not impose any financial penalty for cancellation on students who do decide to opt out;

3.27 When students choose to leave their contract (this would include entering into another contract for substitute accommodation) then the educational establishment's obligations will cease on that day;

3.28 Where rooms are not ready for occupation and the student chooses to wait to occupy their room, the educational establishment will:

- charge no rent for any period the room is unavailable and will only start billing students once they have moved in;

- where a student occupies a substitute room, may charge them an appropriate rent as long as the rent for the substitute room is not higher than the original rent;
- if the substitute room does not give access to appropriate self-catering facilities, will ensure the provision of appropriate meals that does not cost the occupant more than they would be paying under the original agreement;
- if a student spends more than seven days in the substitute accommodation, and no laundry facilities are provided, will pay any laundry costs that the student incurs;
- when an occupant transfers from the substitute room to the completed development, the educational establishment will either:
  - o provide an appropriate service to move all the occupant's belongings; or
  - o reimburse the occupant for appropriate removal costs;
- reimburse an occupant, in full, for reasonable additional out-of-pocket expenses that they incur as a direct result of taking up the substitute accommodation (for example, travel costs in excess of what they would in any case have had to pay against submitted invoices);
- where the occupant's original offer included access to Wi-Fi, shall ensure the supply of a similar service at the alternative accommodation, free of charge; and
- where rooms are being affected by delays, the educational establishment will notify all relevant educational establishments and their students' unions at the earliest opportunity;

- 3.29 Where a building is under defects procedures and building work needs to be carried out, the educational establishment shall inform occupants about the timescale for any works affecting them. The educational establishment will also provide the occupants the name, email address and phone number of a responsible person they can contact for any further information or in the event of any difficulties caused;
- 3.30 The educational establishment shall provide the NCA with copies of relevant correspondence sent to students in connection with their room being late;
- 3.31 If a student is unable to occupy the room that they reserved eight weeks after the beginning of the academic year, then the educational establishment will not charge them rent (including for temporary substitute accommodation) until they are able to occupy the room that they reserved. Students will also be given a further opportunity to leave their occupancy agreement with no financial penalty for cancellation (when 3.26 will apply);

- 3.32 From 1 September 2024, where a student's occupancy agreement is continuing the educational establishment will make the following payments per student in the circumstances described below:
- £200 for the initial inconvenience of not being able to occupy their chosen room (applicable even if the student leaves the contract);
  - £200 per week for the second to the fourth week that a room is late
  - £500 for each subsequent four weeks (pro-rata in respect of part weeks) that a room is late after that; and
  - £100 each time a notified moving-in date is postponed

## **SECTION 4. DURING THE OCCUPANCY**

### **Access**

Managers will ensure that:

- 4.0. Where an occupant has reported the need for a repair, access to their room for the purposes of maintenance is authorised unless the occupant provides specific instructions to the contrary. Records that their room has been entered, what work has been carried out and any further activities that are planned are also provided to the occupant;
- 4.1. Where access is required to an occupant's room or communal areas for other purposes, each affected occupant receives appropriate notification of the date, time, estimated duration and purpose of the visit, except in the case of access needed in an emergency situation;
- 4.2. Where access is required for routine inspections of the accommodation, and where an exclusive right of occupation is included within the occupancy agreement, occupants will be given at least 24 hours' notice of the date, time and purpose of the visit either in a notice or by direct correspondence;
- 4.3. Where regular and pre-planned access is required (i.e. to provide a periodic cleaning service) the details of the access and services to be provided are stated in the information provided when the occupancy agreement commences. If these arrangements are permanently rescheduled during the period of this agreement, then at least 24 hours' notice of the changed arrangements is provided to occupants, either in a notice or by direct correspondence, before any work commences.

### **Repairs and Maintenance**

Managers will ensure that:

- 4.4. As a general rule, developments should be maintained in accordance with any advisory standards of the local authority (available on its website) and in accordance with the management of HMO Regulations 2006 (SI 2006 No 372), and should also ensure no category 1 hazards under the Housing Health and Safety Rating System arise from any deficiencies
- 4.5. The educational establishment has documented, and communicated to occupants at the beginning of the occupancy

agreement, the system for reporting any repair/maintenance issues, including how complaints about outstanding or ineffective repairs can be made and to whom these should be addressed. In addition, the educational establishment will communicate with occupants during the process of undertaking any repairs that they have requested;

4.6. Maintenance activities and repairs meet, as a minimum, the following performance standards:

- Priority One – Emergency Repairs – are completed as soon as possible or in any event within 24 hours of a report of a defect. These would be any repairs required to avoid a danger to health, a risk to the safety of occupants or serious damage to buildings or occupants' belongings;
- Priority Two – Urgent Repairs – are completed within five days of report of the defect. These would be any repairs which materially affect the comfort or convenience of the occupants;
- Priority Three – Non-Urgent Repairs – are completed within 28 days of a report of a defect, unless the educational establishment has made a commitment to complete such repairs within a shorter timeframe; in which case they will be required to adhere to those. These would be any repairs not falling within the above categories;

4.7. Non-completion of reported repairs within the target timescales is recorded and appropriate action taken. In addition the satisfaction of occupants with the system of reporting and resolving repairs is regularly measured as described in section 7.0 below;

4.8. In the event that a dispute arises, the date that a repair is received by an appropriate person in a manner specified (which would include emails and texts) will be considered as the point at which the relevant repair timescales were triggered;

4.9. Maintenance and servicing programmes, such as gas appliance servicing, window and guttering cleaning, exterior and interior painting, are carried out in a planned and cyclical manner and with due regard to the convenience of occupants. Notice of such works will be provided in accordance with the access clauses 4.0 to 4.3 above;

4.10. Contractors are monitored to ensure that all redundant materials and debris are removed from site on completion of works within a



reasonable time and that their personnel behave in a professional and courteous manner at all times.

### **Cleaning and Maintenance of Communal Areas**

Managers will ensure that:

- 4.11. Appropriate details of the times for cleaning and maintaining communal areas are provided to occupants in writing, or displayed on appropriate notice boards within the residential development.

### **Furniture and Storage Space**

Managers will ensure that:

- 4.12. All occupants are provided with appropriate facilities within their rooms (or in self-contained adjoining areas) including a bed, storage space for clothes and personal effects, curtains, blinds or other methods to provide adequate privacy and an area equipped for study purposes;
- 4.13. All furnishings and furniture provided as part of the occupancy agreement are clean and in reasonable condition at the commencement of the agreement and comply with the relevant fire safety legislative requirements relating to furniture and furnishings – Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).

### **Kitchen Facilities**

Managers will ensure that:

- 4.14. All occupants are provided with appropriate kitchen or pantry facilities which have been designed and installed having due regard for safety, industry practice and any Local Authority guidelines;
- 4.15. Food storage and preparation facilities comply (or a programme of work is planned to achieve compliance) with any levels of provision that have been laid down by the Local Authority for residential developments of this type.

## **Toilet and Personal Washing Facilities**

Managers will ensure that:

- 4.16. All occupants are provided with appropriate WC, bath and/or shower facilities to comply (or a programme of work is planned to achieve compliance) with the levels of provision laid down by the Local Authority for residential developments of this type;
- 4.17. All en-suite facilities situated in occupants' rooms are properly compartmentalised, with adequate provision of natural or mechanical ventilation.

## **Laundry Facilities**

Managers will ensure that:

- 4.18. All occupants are provided with appropriate facilities for the washing and drying of clothes either within their accommodation, a shared laundrette with an appropriate ratio of machines to students to prevent excessive waiting times, or other suitable arrangements (such as a collection and delivery system for the cleaning of clothes) have been made;
- 4.19. Where a laundrette is provided as an amenity within a residential development, the educational establishment incorporates any requests for repair within their system defined in section 4.4 to 4.10 above;
- 4.20. The contact details of the organisation providing the services will be made available to occupants to enable them to report any "out of hours" problems directly.

## **Mail and Parcel Deliveries**

Managers will ensure that:

- 4.21. Occupants will be made aware of the procedures for the distribution of incoming mail and where it can be collected from.
- 4.22. Where mail is not delivered through a letterbox into the room or flat of occupancy, arrangements will be made for the mail to be delivered into a conveniently located secure area, preferably accessible from within the building;

- 4.23. Where the manager is responsible for the distribution of mail it will be:
- Delivered to occupants on all normal Monday to Friday working days;
  - Delivered within 24 hours of it arriving at the building; and
  - Delivered no later than 24 hours after the next normal working day when received over public holidays and weekends.
- 4.24. Occupants are notified of any mail forwarding arrangements not less than 14 days before the end of the occupancy agreement. Where the manager of a building does not agree to forward mail, this must be made clear to occupants in advance. Where no forwarding service is offered, managers must return undelivered mail to the sender with the notification 'gone away' on each item;
- 4.25. Occupants are made aware when they sign their occupancy agreement of whether the building will take delivery of parcels and large items of mail, and store them and what the conditions of accepting them are. Where this is not the case, arrangements will be made for deliverers to enter the site to leave information about any non-delivery, so that occupants can either arrange a collection themselves or arrange a delivery when they can collect the item(s). Where parcels are accepted:
- Managers must notify occupants within the timescales in clause 4.23 when they have an item available for collection;
  - Wherever possible, building managers should make provision for the temporary secure storage of a reasonable number of reasonably-sized parcels for collection by occupants.

## SECTION 5. HEALTH AND WELLBEING

### Information for Occupants on Support Services

Managers will ensure that

5.0. Irrespective of whether they provide accommodation through direct letting or as part of a nominations arrangement), educational establishments must provide occupants with information on:

- student support and sources of help relating to wellbeing and mental health issues. This information should be provided either on a prominently-sited noticeboard accessible to all residents; on an occupant website portal; digitally via email; or, ideally, all three; and
- how occupants can register with a local GP practice, or any other appropriate medical service. This information should also encourage occupants to register as soon as possible after they have moved in.

### Nominations Agreements

Managers will ensure that

5.1. Where they provide accommodation as part of a nominations agreement with a third party supplier then the educational establishment must:

- put in place an appropriate information sharing agreement with the relevant partner/s;
- have a named individual within each partner organisation who serves as a contact in the event of a crisis or emergency. They should also seek to identify a contact for all other accommodation developments in which their students are living.

### Formalising Contact with Relevant Agencies

Managers will ensure that

5.2. The educational establishment has developed and put in place, procedures to ensure that relevant organisations and services can be contacted in instances where managers have formed legitimate concerns that a student may either be at immediate

risk of harm or pose such a risk. Relevant organisations or services here include University mental health/counselling services, NHS crisis teams or mental health crisis teams; any educational institution with a legitimate interest; and the police. Managers will ensure that the disclosure of any sensitive personal data is made in accordance with UK data protection law and regulation, and the collection and processing of data will be contained within a privacy notice that is shared with, and available to, occupants. Wherever possible, managers should inform the occupant concerned that they have made such a disclosure(s). Managers should review these procedures annually.

### Training

Managers will ensure that

5.3. The educational establishment will provide appropriate training for accommodation managers to help them act appropriately in situations where an occupant's behaviour gives reasonable cause for concern. This training should take place within 12 weeks of a manager taking up their post. Managers will ensure that out-of-hours staff (i.e., anybody employed outside the 9am-5pm period) have access to information on common types of mental health conditions and the support available. Such training and information will help staff to signpost appropriate services/support for occupants who may be experiencing a health or wellbeing issue.

5.4. The educational establishment provides accommodation staff with specific training on crisis management to help them deal with incidents. As a minimum, this training will cover:

- What practical actions should be taken;
- What help and assistance can be offered to the occupants and staff affected;
- What practical actions should be taken after the incident.

Managers will ensure that a record of on-site incidents/crises and associated narrative outcomes is maintained; and

- How to make a basic assessment of risk.

## **SECTION 6. HEALTH AND SAFETY**

### **Housing Health and Safety Rating System**

Managers will ensure that:

- 6.0. Buildings are maintained so that the Local Housing Authority does not take action under Part 1 of the Housing Act 2004, as the result of any hazard identified under the Housing Health and Safety Rating System.

### **Gas Appliances and Supply**

Managers will ensure that:

- 6.1. All means of use and supply of mains gas and alterations and repairs to gas installations comply with the current Gas Safety (Installation and Use) Regulations;
- 6.2. All gas appliances are serviced annually by a Gas Safe registered engineer and verification of this servicing is displayed in the relevant communal areas;
- 6.3. Clear written instructions for the safe use of all gas fired central heating and hot water systems are provided to occupants;
- 6.4. Where gas appliances are located in a separate building from the development itself, verification of the annual gas safety check is posted in a prominent position within the development that is accessible to occupants;
- 6.5. Buildings will comply with the relevant regulations for the installation of carbon monoxide alarms.

### **Electrical Installations and Appliances**

Managers will ensure that:

- 6.6. All repairs and improvements to electrical installations comply with the current edition of the Institute of Electrical Engineers Wiring Regulations and meet with BS 7671;
- 6.7. The educational establishment possesses a current Electrical Installation Condition Report (EICR) (based on the current British Standard) showing that all electrical installations are in satisfactory condition and have been inspected within the last 5 years. The

EICR must be carried out by a competent electrical engineer (preferably accredited by NICEIC);

- 6.8. Reasonable steps are taken to ensure that all electrical appliances, provided by the educational establishment, are functioning effectively, in accordance with manufacturers' operational instructions, and in a safe manner;
- 6.9. Instructions for the safe use of all electrical appliances are provided to the occupants.

### **Communal Lighting**

Managers will ensure that:

- 6.10. All areas are to be provided with adequate safe lighting, which is maintained to ensure continued effective operation;
- 6.11. Where light switches are fitted with automatic timers they allow sufficient time for occupants to reach their rooms, or to exit the building, before switching off.

### **Fire Safety**

Managers will ensure that:

- 6.12. They comply with the requirements of the Fire Safety Act 2022 and that signage and information within residential buildings is accurate;
- 6.13. All residential developments are provided with properly maintained fire safety installations, and instructions for the safe evacuation of the building and action to take in the event of fire alarm activation, or discovery of a fire, are provided to occupants. Periodic action should also be carried out, and recorded, to test the effectiveness of the evacuation procedures;
- 6.14. The design of appropriate fire safety measures are determined in compliance with a fire safety risk assessment and the relevant requirements under the Fire Safety (England) Regulations 2023 and in consideration of the Local Authority's HMO standards;
- 6.15. Fire risk assessments will be reviewed annually by a competent person, as defined by the FRA Competency Council and will provide the NCA with a copy of the FRA within five days of them requesting one;

- 6.16. They provide the NCA with electronic copies of FRAs for all high-risk buildings of 18 metres and above and, where those FRAs are revised or changed, an up-to-date copy will be provided at least annually. FRAs will also be provided for any building that is subject to a verification visit;
- 6.17. Relevant buildings will be registered under the Building Safety Act 2023;
- 6.18. For high-risk buildings of over 18 metres, a copy of the FRA will be supplied to occupants within 10 days of a request being made;
- 6.19. Fire alarm and fire detection systems are maintained in proper working order and these systems are tested in accordance with the British Standard BS 5839-1:2017;
- 6.20. Records of this testing are available to certify that the fire alarm and emergency lighting systems have been checked in accordance with legislative requirements and are in proper working condition;
- 6.21. Occupants have access to clear written guidelines on the fire safety procedures, including details of the safety measures installed, why they are there, how they operate and what to do in the event of a fire. Notices containing this information are displayed in all rooms;
- 6.22. All exit routes, such as hallways, landings and staircases, and exits are maintained safe and unobstructed to enable evacuation of the dwelling in the event of fire;
- 6.23. Where buildings are over 11 metres in height, all fire doors in the common parts (along with the self-closing devices) will be checked quarterly, and checks of all flat entrance doors (including self-closing devices) that lead into the common parts will be undertaken annually;
- 6.24. Where appropriate, personal emergency evacuation plans (PEEPS) are used to document how people who have difficulty responding to a fire alarm or escaping from a building unaided would be evacuated in the event of an emergency, as well as to describe any arrangements that have been put in place to assist them moving around the building in general.



## **Fire Safety Remediation**

Managers will ensure that:

- 6.25. Where remedial works are taking place related to external wall systems and fire safety:
- Occupants should be informed of the nature of those works, the works programme (as it affects them) and the reasons for them in a timely manner;
  - Inconvenience caused to occupants should be minimised
  - Where inconvenience caused is judged to be significant, suitable alternative accommodation should be offered (and clause 3.26 shall also apply)

## **Security Measures**

Managers will ensure that:

- 6.26. All buildings have a security plan detailing an appropriate level of management to maintain security standards and this plan can, on request, be shown to occupants;
- 6.27. Buildings and individual flats or rooms have an appropriate level of security to prevent unauthorised access including:
- Securely constructed external doors and windows;
  - Secure locking systems;
  - Methods to determine the identity of a caller if access to a flat or room is via communal areas.

## **Emergency and Disaster Management**

Managers will ensure that:

- 6.28. An Emergency and Disaster Management Plan has been drawn up and is in place for all developments;
- 6.29. This plan is reviewed annually and tested with regards to risk;
- 6.30. Appropriate staff are aware of the plan (which should be freely available as part of site policies and procedures and these should be made available, with clear guidelines as to where and when the plan will be implemented) and what their part is in its implementation.

## **Business Continuity**

Managers will ensure that:

- 6.31. A Business Continuity Plan is in place and is reviewed annually.

## **Lifts**

Managers will ensure that:

- 6.32. All lifts provided within the accommodation for use by persons are thoroughly examined by a competent person at regular intervals in line with The Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) to ensure that any lifts are safe to use and that the reports of the examination are made available for at least two years;
- 6.33. Routine maintenance is undertaken to ensure that lifts are kept in good working order and that all aspects of the lift are functioning, to include: lighting within the cage, proper signage of floors, operating buttons and floor indicators;
- 6.34. A central log is maintained of any times when a lift or lifts are non- operational;
- 6.35. The local fire and rescue service will be informed when any fire-fighting lift is non-operational for more than 24 hours, in accordance with the Fire Safety (England) Regulations 2023;
- 6.36. Emergency arrangements for any persons trapped within the lift are made clear to those trapped, that staff understand their role in reacting to any incident and that a system is operated that allows for the swift release of any trapped persons;
- 6.37. Where a failed lift means an occupant with a disability can no longer obtain access to their room, alternative access arrangements will be made. In the event that overnight access is not possible then alternative accommodation will be provided throughout the period of duration.

## **Water Treatment**

6.38. Managers will ensure that they:

- Comply with relevant water treatment legislation;
- Follow the guidance on a risk-based approach to water risk assessments set out in *Legionnaire's disease: the control*

- of legionella bacteria in water systems: the Health and Safety Executive's Approved Code of Practice L8; and*
- Maintain testing and flushing records.

## **The Environment and Sustainability**

Managers will ensure that:

- 6.39. The Member has developed an environmental sustainability statement in respect of its managed and controlled accommodation;
- 6.40. When developing or changing any systems, processes, services or residence buildings in ways that might have an impact on the environment, relevant environmental impact assessments are undertaken, such that the implications of the development or change can be understood and any negative impact avoided or minimised and offset;
- 6.41. A written environmental sustainability strategy is developed in relation to any new build or significant accommodation refurbishment, such that those works can be shown to observe the objectives of that strategy;
- 6.42. All residential developments are provided with adequate refuse disposal facilities suitable for the number of occupants;
- 6.43. Where waste facilities are used by more than 10 occupants a waste disposal plan is prepared for the building, which can be consulted by occupants, on request;
- 6.44. Occupants are informed, not later than 24 hours after moving into the building, of the arrangements for waste storage collection;
- 6.45. Where the Local Authority operates a recycling scheme, the waste disposal plan conforms to the relevant standards for recycling;
- 6.46. Where applicable, rented accommodation complies with the latest Energy Performance of Buildings Regulations in respect of the production of Energy Performance certificates when buildings are rented out and the display of certificates in larger public buildings;
- 6.47. The perimeter of all residential developments and any surrounding grounds, are maintained in good order and are free of waste and litter as far as is reasonably practicable;

- 6.48. Where a landscaped area exists this is properly maintained, not allowed to become overgrown and the path to and from all external doors is kept in good repair and free from obstruction.

## **SECTION 7. OCCUPANT SATISFACTION AND CODE INFORMATION REQUIREMENTS**

Managers will ensure that:

7.0. A satisfaction survey of the occupants is carried out at least annually, covering both qualitative and quantitative elements including (as a minimum) the following:

- Staff responsiveness;
- Knowledge that the educational establishment is a member of this Code;
- Reporting and rectification of repairs
- Level of amenities provided (catering services, internet access, communal areas);
- Adequacy of facilities provided (kitchens, laundry, etc);
- Student care;
- Security;
- The environment and sustainability;
- Overall levels of satisfaction.

7.1. The results of these surveys are analysed, published, effectively communicated to students and students unions, and used to focus further improvement;

7.2. The educational establishment supplies the following up-to-date information to the NCA (not less than annually) as part of their Code obligations:

For each building:

- Name and postal address (with postcode);
- Number of storeys;
- Number of bed spaces;
- Name of the building manager (or equivalent) and contact details (email, postal address and phone number);
- Number of bed spaces let by year;
- Number of home and international students housed in each building by year.

This information remains confidential to the NCA but will be shared, on a non-identifiable basis, with the Office for National Statistics, the Department for Education and the Ministry of Levelling Up Housing and Communities.

## **SECTION 8. AT THE END OF THE OCCUPANCY AGREEMENT**

### **Deposits**

Managers will ensure that:

- 8.0. Where an educational establishment issues an assured shorthold tenancy, any deposit taken is held in accordance with the tenancy deposit scheme legislation, as set out in the Housing Act 2004 and regulations made under that act;
- 8.1. Where the occupancy agreement is not an assured shorthold tenancy, deposits are returned to former occupants within a defined and published period at the end of the agreement and within a maximum of 28 days. The occupants should also be notified of the fact that the deposit has not been protected and that, as such, the educational establishment is responsible for its safe return;
- 8.2. Where monies from deposits have been retained to offset costs incurred, any remaining balance, together with a written statement of account (providing details of all deductions that have been made), is returned to former occupants within 8 weeks, unless the situation has entered the disputes process.

### **References**

Managers will ensure that:

- 8.3. Following a written request from a former occupant, a reference is provided within 3 weeks of the request being made;
- 8.4. Letters of reference are based on the performance of the named individual and in relation to the period that they occupied the accommodation for.

## SECTION 9. DISPUTES AND COMPLAINTS

Managers will ensure that:

- 9.0. They accept contact from occupants (or their authorised representatives) by any appropriate method, including telephone calls, e-mail or face-to-face discussions; and provide occupants with a way to raise matters of concern in confidence;
- 9.1. They respond reasonably and promptly to all such contact in accordance with the educational establishment's published procedures, (or where these do not exist within a maximum of 14 working days). These procedures should be accessible on their website, giving contact details at the educational establishment and target times for responding to complaints. These procedures should also make reference, and link to, the complaints procedures of both the ANUK/Unipol National Codes and those of the Office of the Independent Adjudicator;
- 9.2. Students are advised of where they can seek independent advice from, such as their students' association/JCR/Union;
- 9.3. The response they make confirms the actions they propose to take and the overall timetable they aim to achieve;
- 9.4. Any settlements, or agreements, reached are recorded and honoured within a defined period of the settlement being agreed;
- 9.5. The closure of disputes is recorded to provide a clear audit trail of the actions taken to resolve the dispute;
- 9.6. They maintain courteous, professional relations with occupants at all times during any dispute;
- 9.7. Within 4 weeks of the receipt of any written complaint from an occupant (or their representative) they rectify any breach of this Code of Standards, or develop, and put in place, an action plan to address any wider issues that may have been raised;
- 9.8. Where any allegations are contested, enter into correspondence with the occupant/s or their representative;
- 9.9. Where such a breach is contested, or where rectification is not made in accordance with 9.1 above, they recognise the authority of a Tribunal which will determine whether or not a breach of the Code has occurred and make recommendations accordingly;

- 9.10. In the event that such recommendations are not followed by the educational establishment, they accept that they will be deemed to be in breach of the Code and this fact will be made public to prospective occupants. The Tribunal will have the authority to exclude any educational establishment from the Code;
- 9.11 The educational establishment will accept and, within set timescales, comply with any directives given to them by the National Codes Audit Panel, which oversees the operation of the Code's assessment and verification system.

Full details of the complaints procedure are included as appendix VI to this Code.

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**Data Protection**

*All information concerning educational establishments managing residential developments displayed on the website in relation to complaints received under this Code will comply with the principles of good practice for the handling of personal data. It will be fairly and lawfully processed, contain only adequate and relevant information about the complaint, accurately reflect the details of the complaint, remain on the website for no longer than three years, be processed in accordance with the data subject's rights, and will be held securely.*

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## Appendix I

### Determination of Whether a Residential Development is Managed and Controlled by an Educational Establishment

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Many larger student accommodation residential developments are undertaken in partnership between a provider of services and an educational establishment. In order to determine whether a building is managed and controlled by an educational establishment, a framework of test questions has been developed.

12 questions are asked: the answer can be yes, responsible, no, not responsible or both are responsible. The answer to each question attracts the number of points, as follows:

Marketing -	1 point
Rent Collection -	1 point
Occupancy Agreement -	6 points
Hard FM -	2 points
Soft FM	
Cleaning -	1 point
Security -	1 point
Repairs -	1 point
Health and Safety Routines -	1 point
Out of Hours Services -	1 point
Residential Relations -	2 points
Residential Cover -	1 point

The points are loaded to reflect the importance of each item as determining control and management.

There are a total of 18 points in all. The headings are scored according to an educational establishment or another provider. Whoever has the higher score determines who has control and management of the building. **For the purposes of determining eligibility to sign this particular Code, the educational establishment must have the higher score.**

**For a worked example of the method of determination see below.**

#### Guidelines on Questions

Provider means an organisation other than the educational establishment providing the duties and services.

*Marketing* - reflects who is responsible for promoting and letting the building. If the residential development is an underwritten or formal nominations arrangement this would clearly be the educational establishment. Informal arrangements between educational establishments and a private supplier, where the supplier is also marketing the building directly would result in marketing being undertaken by the provider.

*Rent Collection* - reflects who collects the rent.

*Occupancy Agreement* - This reflects who the student signs their agreement with, the educational establishment or another provider. This is an important matter since it sets the legal framework for the whole letting.

*Hard Facilities Management* - means the maintenance and replacement of the infrastructure of the building and its associated plant/equipment and buildings systems and can extend to the estate where the building is situated (including grounds and gardens).

*Soft Facilities Management* - means the services that are provided to the students occupying the building. There are seven questions related to aspects of those services:

- *Cleaning* - who undertakes the cleaning, either of the residences or the communal areas
- *Security* - who undertakes the security, particularly out of hours' security. Often this work is shared between a provider and an educational establishment, in which case points would be awarded to both
- *Repairs* - who undertakes any day to day repairs within the building
- *Health and Safety Routines* - who is responsible for health and safety routines: testing fire alarms, servicing safety equipment, undertaking a risk analysis of the building
- *Out of Hours Services* - who would deal with out of hour's emergencies in respect of the building, for example, a power outage, a plumbing leak. This does not cover out of hours services to students offered under tenancy relations or residential cover
- *Residential Relations* - who would deal with issues and support, for example, students wishing to leave, inter-student friction, noise and anti-social behaviour, mental health problems
- *Residential Cover* - who provides over-night residential cover to deal with student issues that occur overnight. This excludes security related matters dealt with above.

*Further guidance can be obtained from the Code Administrator at any time before applying the test questions above.*

Head leased properties, defined as small off street properties converted to accommodate 10 or less occupants and leased for not more than 3 years by an educational establishment from a private landlord, shall **not** be considered as being managed and controlled by the HEE and therefore will **not** be exempted from licensing.

This method of ascertaining management and control of a building has been adopted by both ANUK and UUK in order to provide a consistent and sensitive gateway that allows only educational establishments who both control and manage buildings to sign this or the UUK Code. The criteria will be reviewed periodically in the light of experience and more comprehensive guidelines will be issued where problem areas become apparent.

**Determination of Whether Residential development is Managed and Controlled by an Educational Establishment**

	Availabl e	Who	Provide r	Point s	Educational Establishmen t	Point s
<b>Marketing</b>	1	Both	yes	1	yes	1
<b>Rent Collection</b>	1	Both	yes	1	yes	1
<b>Occupancy Agreement</b>	6	Both	yes	6	yes	6
<b>Hard Facilities Management</b>	2	Both	yes	2	yes	2
<b>Soft Facilities Management</b>						
Cleaning	1	Both	yes	1	yes	1
Security	1	Both	yes	1	yes	1
Repairs	1	Both	yes	1	yes	1
Health and Safety Routines	1	Both	yes	1	yes	1
Out of Hours Services	1	Both	yes	1	yes	1
<b>Residential Relations</b>	2	Both	yes	2	yes	2
<b>Residential Cover</b>	1	Both	yes	1	yes	1
<b>Total Points</b>				<b>18</b>		<b>18</b>

The educational establishment manages and controls a residential development only if it scores the most points

## Appendix II

### Legislative implications of compliance with the Code

Section 233 of the Housing Act 2004 provides that the appropriate national authority (the Secretary of State in England or The National Assembly for Wales) may by order approve a Code of practice (whether prepared by that authority or another person) laying down standards of conduct and practice to be followed with regard to the management of houses in multiple tenancy or of accommodation excepted from the definition of HMO for all purposes of the Housing Act 2004 other than Part 1.

Approval of a Code under Section 233 of the Housing Act 2004 does not have the effect of making a breach of that Code an offence nor does breach create a civil liability. However, the Code may be used as evidence of good practice by a court or tribunal.

The Code itself in no way compromises any legal action that either the occupant or the educational establishment may wish to take separately: it provides an additional voluntary layer of rights and responsibilities.

The appropriate national authority has the power to specify educational establishments in regulations. The buildings of an educational establishment so specified which are occupied by persons for the purpose of undertaking a full time course at that educational establishment and where the buildings are managed and controlled by that educational establishment are not HMOs for the purpose of the Housing Act 2004 (except Part 1). This means that the buildings are excluded from the licensing provisions under Part 2 of the Act, for example. The power to specify establishments is under s254 (5) and paragraph 4 of Schedule 14 to the Housing Act 2004.

In considering whether buildings of such educational establishments should not be considered HMOs for the purposes of that Act (except for Part 1), the appropriate national authority may have regard to the extent to which the buildings are managed in conformity with any code of practice approved under s233 of the Housing Act 2004.

This is a Code which, subject to approval under s233, is intended to apply to student accommodation managed or controlled by educational establishments that may be excepted from the definition of HMO for all purposes of the Housing Act 2004 other than Part 1.

## **Appendix III**

### **Clarification of the terms used within the Code**

Many terms are referred to within the Code which may be open to interpretation by an establishment. In order to promote consistency of application and wider understanding the following paragraphs clarify the intended meaning of these terms, as used within the Code.

### **Accommodation guarantees**

Where an accommodation guarantee is made, this means a student will be provided with a room in the town or city of study. Where an accommodation guarantee relates to a room outside the town or city of study, this fact will be highlighted as part of the guarantee. In the case of London, accommodation located more than 40 minutes away by public transport would be considered as being outside the town or city of study.

### **Appropriate**

The level of provision which a reasonable person would expect to be included within an occupancy agreement.

### **En-suite**

When a room is described as en-suite this means that it has a bath/shower, wash basin and toilet which form a self-contained amenity for the exclusive use of the tenant occupying that room and that this amenity is accessible without recourse to any corridor or passageway used by other occupants.

### **Good state of repair**

An building, flat or item within a property (i.e. a cooker) would be in a good state of repair if it fulfilled its intended function properly and consistently without the need for any special knowledge, or equipment, needed by the normal user.

### **Head Leased Properties**

Head leased properties are defined as off street properties converted to accommodate 10 or less tenants and leased for not less than 3 years by an educational establishment from a private landlord.

### **Industry practice**

This is defined as the accepted common baseline of practice usually adopted by further or higher educational establishments for specific elements within the provision of student accommodation. Guidance on specific aspects of recognised industry practice can be obtained from the organisations that actively support this Code who are listed in the introduction.

### **Information sharing agreements**

These arrangements should outline clearly what personal; information the member wants to share and why. Members must seek to secure the consent of each occupant for such sharing as part of the overall contractual arrangements with them and the use of data/information must be shared with and be available to the occupant. Where such an agreement is not in place, or where the occupant has not given their express consent, no information sharing shall take place. Exceptionally, the member,

as data controller, may share personal information without consent, but only where they have satisfied themselves that they have legitimate reason to cite an exemption (s) provided for in the Data Protection Act 2018.

### **Managers**

This term, used throughout the Code, refers to the person or persons with day-to-day responsibility for the operation of the educational establishment's residential accommodation provision.

### **Normal working hours**

Between 9:00am and 5 pm Monday to Friday (excluding Bank Holidays).

Note some establishments may choose to provide longer normal working hours and any period outside the declared hours of normal working will be considered to be "out of hours".

### **Occupier**

This is the term used throughout the Code document to refer to the people residing in the building. Previously the term 'tenant' was employed, but this has been altered because in almost all cases the residents of buildings managed and controlled by educational establishments do not have the legal status of a tenant.

### **Properly (in the context of: maintained, installed, used etc)**

Installed or maintained in such a manner so that the normal intended function of purpose of the item is fulfilled.

### **Repairs**

Repairs are categorised to ensure that key aspects of maintenance are completed within an appropriate time.

### **Safe**

Reasonable provisions are in place to minimise possible harm or risk and reduce the threat of anticipated danger, harm, or loss.

### **Secure**

External doors to a building are of strong, solid, safe construction and fitted with a secure locking system capable of being opened from the inside without use of a key (and electronic systems should be programmed to open in event of a power failure). Door frames should also be of a strong construction and well secured.

Ground floor and upper storey windows accessible from ground level are fitted with a lockable system capable of being readily opened from the inside.

Occupants of ground floor rooms should also be provided with additional security information relevant to the location of their room.

### **System**

A sequence of pre-planned and documented processes that have been designed to achieve a specific outcome and keep records of the success, or otherwise, of these activities to enable improvements to be made in the future.

## Appendix IV – Membership and Self-Assessment Procedures Flowchart

## Appendix V – Self assessment and verification framework

The key principle behind membership of this Code is that all members will declare their compliance with the requirements of this Code through a self-assessment. This self-assessment will then be reviewed centrally and the key aspects independently verified.

The key principles behind this approach are:

Self-Assessment:

- Membership of this Code is voluntary however all members will complete a self-assessment questionnaire to assist establishments to identify and implement opportunities for improvement;
- A satisfactory self-assessment will admit the establishment to membership of the Code for a three year period;
- The educational establishment will declare their continued compliance with the Code annually (and update their original self-assessment to record any significant changes to working practices or systems) and provide this to the central administrative body;
- The self-assessment will be completed via an online portal and will require the educational establishment to submit an organisational assessment every three years, as well as a site-specific assessment ahead of any verification visit that is required.

Compliance with the Code will then be checked via a verification system, which for members of this Code will be carried out either by a member of an external team of verifiers OR via a peer to peer system (see below for details)

Peer to Peer Verification:

- Each participating establishment will provide the services of a part time verifier (with suitable skills and experience) without charge, other than travel and subsistence costs, to a central resource pool for at least 1 year of the 3 year membership cycle;
- The level of resource provided to this central pool by each member organisation will be agreed and based on the number of bed spaces within the participating establishment;
- This panel of verifiers will be provided with initial training and meet periodically to ensure consistency and the transfer of good practice;
- Establishments will have their self-assessments verified once every three years on a peer to peer basis by a team, selected from this verification panel;
- As a matter of principle a verifier will not verify their own establishment's self-assessment nor will they verify the self-assessment of an establishment that has verified their own establishment;
- Verification visits will re-score the self-assessment and if the two scores are within a defined tolerance the establishment will continue membership;
- Improvement actions will be required if significant deviations are identified and membership may be suspended until such improvements are carried out.



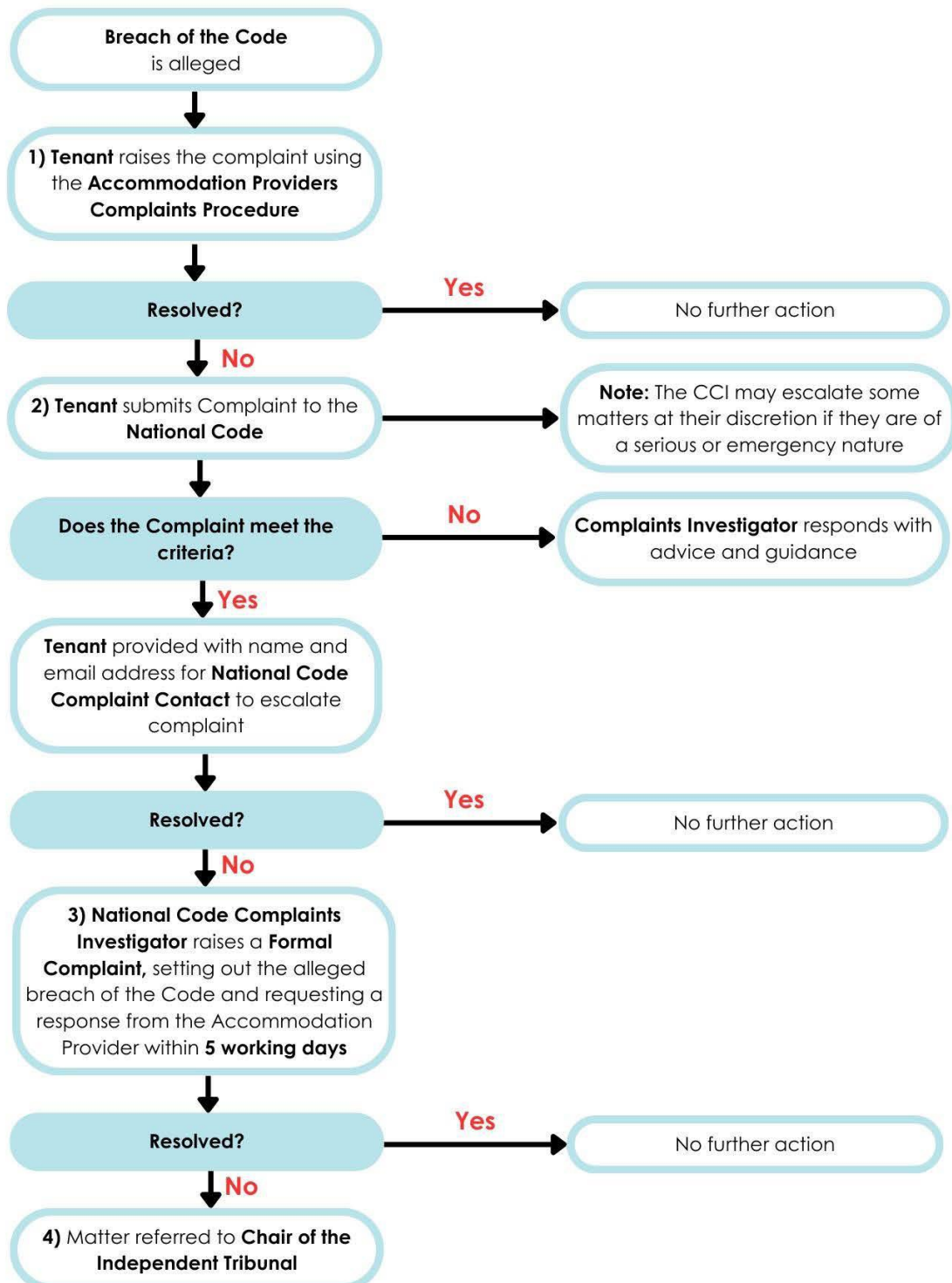
## Appendix VI – Complaints Procedure

Students who live in accommodation managed and controlled by an educational establishment signed up to the ANUK/Unipol National Code for Educational Establishments can choose to make a complaint either using that Code's complaints procedures OR, if the educational establishment provider is in England or Wales, via the Office of the Independent Adjudicator (OIA).

The flowchart (overleaf) depicts how the ANUK/Unipol Code's Complaints Process is operated. For details of the one operated by the OIA, use this link <https://www.oiahe.org.uk/>

The two complaints procedures are operated separately and, as such, it is not possible for students to lodge the same complaint through both. Students are therefore advised to seek guidance on which of the procedures to make use of.

## Complaints Procedure



## Appendix VII – Housing Health and Safety Ratings System

The condition of all housing is now subject to Part 1 of the Housing Act 2004 and the evidence based risk assessment process of the Housing Health and Safety Rating System (HHSRS), on which local authorities must now base enforcement decisions. This applies to all types of residential premises, whether or not any amenities are shared.

Following a complaint, or for any other reason, a local authority may arrange to inspect premises to determine whether a category 1 or 2 hazard exists.

HHSRS assesses twenty-nine categories of housing hazard. Technical assessment is a two-stage process, addressing first the likelihood of an occurrence and then the range of probable harm outcomes. These two factors are combined using a standard method to give a score in respect of each hazard. HHSRS does not provide a single score for the dwelling as a whole or, in the case of multiply occupied dwellings, for the building as a whole.

The scores from different hazards cannot be meaningfully aggregated. There is no strong evidential basis for aggregating hazard scores, and to attempt to do this would make far more difficult the assessment of likelihood and spread of harm of hazards. However, the presence of a number of individual category 2 hazards may be a factor in an authority's decision to take action.

Hazards are scored in bands, from band A, the most severe, to band J. The relationship between these bands and category 1 and category 2 is prescribed in Regulations made under the Act. Category 1 hazards are those rated in bands A-C. Category 2 hazards are those rated band D and lower. Category 1 hazards trigger a local authority's duty under section 5 to take the appropriate enforcement action. Category 2 hazards can be dealt with under the authority's discretionary powers, which are set out in section 7.

The 2004 Act gives local authorities powers to intervene where they consider housing conditions to be unacceptable, on the basis of the impact of health and safety hazards on the most vulnerable potential occupant. The 2004 Act puts authorities under a general duty to take appropriate action in relation to a category 1 hazard. Where they have a general duty to act, they must take the most appropriate of the following courses of action:

- serve an improvement notice in accordance with section 11
- make a prohibition order in accordance with section 20
- serve a hazard awareness notice in accordance with section 28
- take emergency remedial action under section 40 or make an emergency prohibition order under section 43
- make a demolition order under section 265 of the Housing Act 1985 as amended
- declare a clearance area by virtue of section 289 of the 1985 Act as amended.

## Appendix VIII – New and Refurbished Building Protocol

Under the terms of this protocol, Members are required to seek written assurances from both the developers and contractors of newly-built/refurbished student accommodation that the accommodation will be ready for occupation at the start of the occupancy agreement. They must seek such assurances at three waypoints in the run-up to the scheduled occupancy start date. The protocol sets out what action the Code member will take when they are notified that all or some parts of a development will not be available by the date of occupation.

Under the terms of this protocol, developers and contractors are required to provide, at each of the three waypoints, a date when a variety of aspects of the development will be ready for occupation/use. At these points, they are also required to indicate whether there is any possibility that these aspects will not be ready for occupation/use on the due occupancy date OR whether only partial occupancy/use will be possible.

### New and refurbished development protocol

All communications listed in the table below shall be in writing.

<b>Aspect</b>	<b>Result of a negative response at 8 weeks before occupation date</b>	<b>Result of a negative response at 6 weeks before occupation date</b>	<b>Result of a negative response at 4 weeks before occupation date</b>
No bedrooms will be completed.	The Member will inform everyone who has booked by this date of the possibility of rooms not being available and will make clear what action is being taken if this is the case.  All websites that are being used to advertise this accommodation will make any delay clear. The Code Member will report the delay on their own website.	The Member will inform everyone who has booked by this date of the possibility of rooms not being available and will make clear what action is being taken if this is the case. The member will stop taking further bookings.  All websites that are being used to advertise this accommodation will make any delay clear. The Code Member will report the delay on their own website.	The Member will inform everyone who has booked by this date of the possibility of rooms not being available and will make clear what action is being taken if this is the case. The Member will make-clear what alternative accommodation arrangements have been put in place and will cease taking any further bookings.
Only some bedrooms will be available for occupation.	The Member will report the delay to	All websites that are being used to	The Member will report the delay to those likely to be

	those likely to be affected and inform them of what actions might be taken if only partial occupation is available.	advertise this accommodation will make any delay clear. The Code Member will report the delay on their own website.	affected and inform them of what actions have been taken. The Member will stop taking further bookings.
No kitchens / bathrooms / living rooms will be completed.  Only some kitchens/bathrooms/living rooms will be capable of occupation	The Member will inform everyone who has booked by this date of this possibility and make clear what actions might be taken if these rooms are not completed.  As above	The Member will inform everyone who has booked by this date of this possibility and make clear what actions might be taken if these rooms are not completed.  As above	The Member will inform everyone who has booked by this date of this possibility and make clear what actions might be taken if these rooms are not completed.  As above
No landscaping of the site will be completed.  Only some kitchens/bathrooms/living rooms will be capable of occupation	As above  The Member will inform everyone who has booked the accommodation what implications this will have for them and any site access restrictions that this might lead to.	As above  The Member will inform everyone who has booked the accommodation what implications this will have for them and any site access restrictions that this might lead to.	The Member will inform everyone who has booked the accommodation what implications this will have for them and any site access restrictions that this might lead to.  As above

*Which of the following amenities will be available for use at the date of occupation?*

Launderette not available	As above	As above	The Member will report this in writing to everyone who has booked by this
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			date, making clear what alternative arrangements have been put in place.
Common room not available	As above	As above	As above
Reception area not available	As above	As above	The Member will inform everyone who has booked the accommodation about the implications this will have for them and any site access restrictions that this might lead to.
Internet not available	As above	As above	The Member will report this to everyone who has booked by this date, making clear what alternative arrangements have been put in place and any refunds that are to be given.
Lifts not available	As above	As above	The Member will report this to everyone who has booked by this date, making clear what alternative accommodation arrangements have been put in place. At this point the Code Member will cease taking any further bookings for rooms above the 10th floor.
Bike store not available	As above	As above	The Member will report this to everyone who has booked by this date, making clear what alternative arrangements have been put in place and any refunds that are to be given.
Car parking not available	As above	As above	The Member will report this to everyone who has booked by this date, making clear what

			alternative arrangements have been put in place and any refunds that are to be given.
Gyms not available	As above	As above	The Member will report this to everyone who has booked by this date, making clear what alternative arrangements have been put in place and any refunds that are to be given.

# National Code of Standards for Larger Developments - Educational Establishments

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## DECLARATION

We (name of educational establishment)

of ( Address)

Website:

Contact E-mail Address:

Acknowledge and agree that:

I/we wish to join the ANUK/Unipol Code of Standards for Larger Developments ("**the Code**") from the date of this declaration until December 31st 2026, and that I/we agree to meet all the terms and conditions of the Code and abide by the regulatory mechanism, complaints procedures and the role and authority of the Tribunal, as stated as part of the Code.

The subsisting Code stays in place until any new Code has been approved and issued by ANUK/Unipol and it is agreed that the obligation to adhere to any future subsisting Code, if not agreed by us in a new declaration, then membership is subject to a right of termination by ANUK/Unipol within two months of the declaration being sought.

I/we recognise that joining the ANUK/Unipol Code is a serious commitment to meet the standards set out in the Code. I/we agree to return a properly completed self-assessment to the National Codes Administrator (NCA) and once that has been received by the NCA then it is acknowledged and agreed that I/we cannot withdraw from membership other than through (a) the regulatory mechanisms as stated as part of the Code or (b) if I/we actually cease to provide relevant accommodation services and can evidence this to the satisfaction of the National Codes Administrator.

I/we also acknowledge and agree that where the Tribunal rejects an application for membership of the Code or revokes an existing membership then such information shall be in the public domain.

In consideration for being permitted to join the Code, I/we agree and undertake to pay the required fees, as determined annually by the National Code Committee of Management.

The Code fees for 2025 have been set at:

- £ 1.52 per bed space for existing Codes members externally verified;
- £ 1.02 per bed space for existing members that are not externally verified;
- The minimum fee payable is £1,145;
- £2,000 for new applicants (for the first 12 months, only, plus relevant membership fee.

All Code fees are subject to annual review. All Code fees and any other payments pursuant to this declaration are stated exclusive of VAT.

I/we agree and undertake to pay any applicable additional fees as follows:

a) a re-visit fee of £935 (ex VAT), plus travel expenses, per re-visit should it be deemed necessary for Unipol Student Homes (or a nominee) to undertake any re-visit to any of our developments as part of the verification procedures;



b) a fee of £830 per development towards the costs of verification visits made to developments where a change of operational management occurs;

c) a fee of £1,145 per development towards the costs of verification visits made to any newly-built developments and/or developments which are deemed to be late running;

d) the National Codes will aim to give a minimum of ten working days' notice of a visit. If the visit is changed less than two working days' before the visit then a fee of £450 will be charged. The same fee will be charged if the verifier is unable to enter the property at the appointed time. Verifiers are instructed to wait at the property for one hour after the appointed time, after which the appointment is considered broken and the £450 fee will apply;

e) any payments as may be required under Section 3 of this Code.

These fee will be invoiced and must be paid within 30 days.

Code fees will be invoiced on a single invoice per Member (unless supplementary fees are chargeable in which case a separate invoice will be raised). The invoice will detail the fees per development on a schedule. It is for individual Members to deal with how those fees are payable to Unipol but Unipol will no longer provide separate invoices per development.

If no payment has been received 60 days after the issuing of an invoice, this matter will be drawn to the attention of the next Audit Panel who may choose to suspend either the development or the Member involved until payment is made. The reason for suspension "non-payment of fees" will appear on the National Code website and be reported to relevant Local Authorities and MHCLG. On payment of the fees, the development or Member will be reinstated 30 days after payment has been made.

For new applicants, where membership is not awarded the first year's fee is non-refundable and is used to meet administrative costs.

I/we wish to declare that all of our relevant developments meet with the terms and conditions of the Code and that this includes all our student developments that are eligible for membership of this Code. I/we agree to inform the National Code Administrator of any additions or deletions from our portfolio within four weeks of the changes being made.

I/we accept that it is an important part of the Code to inform tenants of our membership and agree to place information about the Code on any website relating to our accommodation.

Upon acceptance of this signed declaration and payment of the first annual Code fee I/we will be a member of the Code and acknowledge and agree that upon any failure to make payments or otherwise comply with the provisions of the Code then membership may be suspended or terminated.

Signed:

Dated:

Name (please print):

Position in Educational Establishment:

Telephone contact number:

E-mail Address

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The ANUK/Unipol National Code of Standards for Larger Developments is administered by Unipol Student Homes on behalf of the Code Consortium and the Committee of Management. Telephone 0113 243 0169 and ask for The National Code Administrator for further information or general enquiries. For financial enquiries please select option 3 on 0113 243 0169 for the finance section.  
155-157 Woodhouse Lane, Leeds LS2 3ED

[www.nationalcode.org.uk](http://www.nationalcode.org.uk)  
Registered Charity No 1063492  
VAT Registration No 69884549

# National Codes of Standards for Large Student Developments

## DECLARATION - SCHEDULE OF PROPERTIES

Name of Development	Postal Address	Number of Bed Spaces	Number of Storeys	Contact Information (Building manager's name and their contact details – telephone number and email address – plus any separate website address	Number of Bed Spaces Let in Building as of January 1 <sup>st</sup> 2024	Number of Home and International Students housed in building as of January 1 <sup>st</sup> 2024

Name (please print):

Position:

Contact

Details:

Signed:

Date:

*For more than five building please copy this sheet as required. Each separate sheet should be signed*