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UK



UNIVERSITIES UK/GUILDHE ACCOMMODATION CODE OF PRACTICE FOR STUDENT HOUSING

11TH MARCH 2025

PREFACE: INTRODUCTION TO THE UUK/GUILDHE ACCOMMODATION THE CODE OF PRACTICE (THE 'CODE')

Background

Licensing of rented properties - general

The **Housing Act 2004** introduced a system of licensing for rented residential property. The aim of licensing is to protect occupiers of higher-risk properties and the areas in which those properties are situated. There is particular emphasis on the licensing of 'houses in multiple occupation' (HMOs), which often house vulnerable people and are perceived to be poorly managed.

HMOs of a 'prescribed description' with 5 or more occupants are subject to the 'mandatory HMO licensing' regime, which is of national application. The current prescribed description of HMOs that are subject to mandatory licensing in England is in The Licensing of Houses in Multiple Occupation (Prescribed Description) (England) Order 2018 (SI 2018 No. 221).

Local authorities have the power to designate some or all of their area as being subject to 'additional HMO licensing', such that HMOs with fewer than 5 occupants in that area may need to be licensed. Local authorities also have the power to introduce 'selective licensing' in some or all of their area, to cover properties occupied by a single household.

Licensing of student accommodation managed or controlled by a specified educational establishment

Students rely heavily on HMOs as a source of affordable housing. It is important that they have at least the same level of protection as any other renter. The Housing Act 2004 recognises that purpose-built student accommodation (PBSA) already offers students and the surrounding neighbourhood a high level of protection, as long as the building is well managed.

Buildings that are occupied mainly by students in full-time further or higher education at a specified educational institution are exempted from the licensing regime provided the building is managed or controlled by that institution or some other body specified in regulations made by the secretary of state¹. The licensing exception only applies to members of this Code and members of the ANUK/Unipol Code of Standards for Larger Developments for Student Accommodation Managed and Controlled by Educational Establishments.

Licensing of student accommodation not managed or controlled by a specified educational establishment

The cost to students of mandatory HMO licensing would be disproportionate to the benefit students would gain from licensing if they lived in well-managed PBSA buildings.

The Licensing of Houses in Multiple Occupation (Prescribed Description) (England) Order 2018 (SI 2018 No. 221) requires a mandatory licence for an HMO which is a self-contained flat but "not a purpose-built flat situated in a block comprising three or more self-contained flats". Thus, private-sector PBSA is exempt from mandatory HMO licensing in England as long as it is in a block of three or more flats. (Flats in converted buildings will still need to be licensed.) Private-sector PBSA is not exempt from additional HMO licensing or selective licensing. The applicable scheme for the local authority area will set out whether or not private-sector PBSA in its area needs an additional HMO or a selective licence.

¹. Paragraph 4, schedule 14, Housing Act 2004

Purpose of The Code

The Code's purpose is to support its members in the delivery of safe, efficient and sustainable student accommodation and provide a practical and relevant alternative to licensing under the Housing Act 2004. It achieves this by setting rigorous standards, ensuring compliance and sharing best practice.

A range of experienced sector practitioners, policy experts, students' representatives and other stakeholders collaborate towards continuous improvement. The Code enables members to provide student accommodation that is of at least as good a standard as local authority-licensed housing but tailored to the needs of the sector.

How it works

The Code is designed around the particular characteristics of student accommodation and covers topics such as health and safety, buildings maintenance, and managing the relationship between the accommodation provider and its occupiers.

Members are expected to have, and maintain up to date, an understanding of their obligations and to exhibit competence in all aspects of their student accommodation operation. Statutory compliance is a given, but The Code recognises that how members achieve compliance may differ. The Code is a framework for checking compliance and competencies rather than a reference work, manual or checklist of how to operate student accommodation. The Code gives guidance on matters where a member is expected to go above and beyond the legal minimum but in general it does not state as Code requirements things that a member is required to do by law anyway.

The Code is underpinned by a suite of documents, procedures and deadlines which are all available to view and download on The Code's website (www.acop.ac.uk).

Establishments joining The Code agree to participate in an accreditation system which combines periodic self assessment (for continuing self-improvement) and independent audit (to be submitted to The Code administrator).

The Code works closely with other approved accreditation schemes to share best practice and operates according to the four core values of accreditation, as outlined by **Accreditation Network UK (ANUK)**.

They are:

- **The Declaration.** To ensure accountability, the housing supplier or manager must make a declaration of commitment to a set of processes or standards (normally both). The declaration should be re-affirmed regularly: normally once every three years.
- **Verification.** An accreditation scheme must verify that those who sign up to meet standards are doing so. To maintain both provider and occupier confidence there must be a regular and transparent process that checks on compliance and issues a report. Where any shortcomings are identified, the provider must agree to an improvement package. The verification process must be public, realistic and achievable. A complaints system alone is not sufficient to ensure compliance with the standards: compliance needs to be actively monitored.
- **Continuing Improvement.** Accreditation should not merely be about meeting standards. The notion of continuing improvement sets the mental tone for accreditation: it is about doing better from a base standard and accepting that there is always room for improvement in management outputs.
- **Complaints.** There must be a proper complaints process that should be simple, inclusive, transparent, rapid and known.



Governance of The Code

The Code is administered by **College and University Business Officers (CUBO)** on behalf of **Universities UK (UUK)** and **GuildHE**. There are two standing committees that support the proper functioning of The Code. These are the Compliance Assurance and Scrutiny Board (CAS) and the Governance Board (GB).

CAS oversees The Code's operational management, drawing together members' audit reports and, through its scrutiny panel, reviewing members' audit submissions. It reports to the GB on its findings. CAS also receives feedback from members and other stakeholders in The Code. It can make recommendations to the GB about a member, about policy generally, or regarding updates to The Code.

The GB's role is to oversee the strategic development and operation of The Code. The GB conducts and publishes an annual review of The Code taking account of members' experiences, audit findings, complaints, compliance issues and reports from other bodies.

Terms of reference, membership and meeting schedules can be found for both committees on The UUK/GuildHE Accommodation Code of Practice website (www.acop.ac.uk).

The committees must obtain government approval before any changes in the substantive content of The Code will have effect. However, CAS and GB have the authority to make changes to The Code's processes and practices independently of government.

Scope of Code Membership

The Code is open to applications from any educational establishment prescribed by order² made by the Secretary of State pursuant to paragraph 5(4) of Schedule 1 to the Local Government Finance Act 1992. The applicant does not have to be a member of UUK or GuildHE.

Ownership and management structures in PBSA can be complex, with a variety of different organisations and models operating alone or in partnership across the sector. There may sometimes be more than one organisation managing or having control of a building. To determine whether a body manages or has control of student accommodation, consult the definitions in [section 263 of the Housing Act 2004]. The Code uses a framework to identify whether or not an establishment manages or controls accommodation and this is reproduced at Annex A.

Membership is for the organisation, rather than individual persons within the organisation. Accreditation is building-specific.

This version is approved for England only but is also approved under separate Regulations made by the Devolved Administrations.

Funding of The Code

Members pay a membership fee, calculated according to the number of bedspaces for which they seek accreditation. Membership fees are set at a level to cover the day-to-day operational costs of The Code. Any surplus is used for investment in delivering approved strategic aims.

² In England this is the Council Tax (Discount Disregards) Order 1992 in England. For devolved administrations, consult locally.



Benefits of Membership

- The Code is a cost-effective alternative to paying HMO licensing fees and the significant associated administrative costs of applying for and renewing licences.
- Members have the assurance of knowing that their financial contribution to The Code is targeted directly at maintaining and improving standards in their sector, whereas licence fee income may be used across the whole of a local authority's area for a range of housing purposes.
- The Code supports HEIs and FEPs by assuring students, their families and other stakeholders that their accommodation is safe, secure and supports student wellbeing.
- The Code provides its members with access to a range of expertise, support, training, best practice guidance, communities of practice and conferencing.

Verification and Compliance

Before becoming a member, a body wishing to join The Code must submit up-to-date details of the buildings they wish to be accredited, accompanied by an independent audit of the buildings' state of compliance with The Code, their response to any issues they have identified and relevant action plans. Members are required to have an independent audit of their Code compliance at least once every three years. The audit findings, accompanied by appropriate remedial action plans, must be submitted to The Code. The Code monitors progress against these action plans.

Members must keep details of their accredited buildings up to date and notify The Code of any material changes.

Members are also required to submit details to The Code of complaints they receive regarding matters covered by The Code.

It is the organisation which is the member of The Code. Responsibility for compliance ultimately rests with the head of the member organisation. Members must have a senior competent person with the relevant skills and experience to take general overall responsibility for Code compliance. It is expected that the leaders of the member's accommodation teams, and associated specialist services will take day-to-day responsibility for their respective operational areas under this Code and report to the senior competent person.

Student Complaints Process

Code members are required to have a formal internal complaints process for accommodation matters and actively publicise it to their current and prospective students.

The Code does not prescribe the complaints procedure, because one size does not suit all. However, The Code does take the view that an effective complaints procedure will usually comprise the following:

- **Stage 1:** The initial complaint is made in writing to, and dealt with by, the relevant institutional department (usually accommodation services).
- **Stage 2:** If the complaint remains unresolved, or the complainant is unsatisfied with the response, then the complaint can be escalated to the relevant person or department as outlined in the procedure.



● **Stage 3:** If the complaint remains unresolved, or the complainant is unsatisfied with the member's response at Stage 2, the complainant is informed about any external body having the appropriate jurisdiction to review their complaint, such as the Office of the Independent Adjudicator for Higher Education (OIAHE).

An effective complaints procedure will inform complainants that they can seek support and advice from their students' union and will refer the student to relevant guidance from any external body which has jurisdiction to resolve the complaint.

The Code's role in complaints is one of monitoring and overseeing how its members aim to reduce causes for complaint and how the member deals with complaints if and when they arise. The Code does not handle complaints from students. If a student raises a complaint directly with The Code, The Code will refer the complainant to the relevant member's complaints process.

Member institutions are required to complete and submit a 'complaint return' to The Code each year. The complaint return must inform The Code administrators of any complaints that have reached Stage 2 and/or Stage 3. If there are any such complaints, the member must keep The Code administrators updated as to their progress until those complaints have been resolved.

In addition, The Code administrators liaise regularly with the OIAHE. This monitoring and liaison role enables The Code administrators to recommend improvements to individual members and the sector generally, based on what is learned from complaints raised across the sector and how they are handled. It helps to ensure that updates to The Code remain relevant and support the process of continuing improvement across all aspects of student accommodation provision.

Penalties for Non-Compliance with The Code

As The Code seeks to introduce a culture of continuing improvement, the standards within it should be seen as a minimum to be exceeded rather than a target to be met. The Code recognises that compliance will be demanding: it is meant to be. The Code also recognises that the quality of provision will differ among members for a number of reasons. The Code will react to non-compliance but will seek to enforce compliance in a proportionate and constructive way.

Examples of non-compliance include:

- Failure to meet the administrative requirements of The Code (e.g. lack of communication, failure to submit documentation by prescribed timelines or non-payment of relevant fees)
- Audit findings and/or a lack of suitable responses to them which are indicative of a persistent management failure.
- Complaints made by students and/or their representatives which are not properly addressed and are indicative of serious or persistent management failure.

The above examples are merely indicative. Non-compliance with The Code is exactly that: a failure to comply with The Code. The consequences for non-compliance will vary, depending on the circumstances. A member may be asked to make change and/or be asked to explain their failings and/or be subjected to penalties and/or be expelled from The Code.

If a member is excluded from The Code, The Code will notify the member, their students' union and their local authority explaining why verification has been withdrawn. The decision will also be published on The Code's webpages.

Exclusion of an institution from The Code will be brought to the attention of the Ministry of Housing Communities and Local Government. This may result in their removal from the schedule to current regulations and therefore the loss of 'specified status'. This means the educational establishment would become subject to any HMO licensing that applies.³

What follows is the UUK/GuildHE Accommodation Code of Practice (The 'Code')

3. As of the date of publication this means specified in the Student Accommodation (Codes of Management Practice and Specified Educational Establishments) (England) Regulations 2024 (S.I. 2024/947)

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SECTION 1: CODE ADMINISTRATION AND COMPLIANCE

Eligibility For Code Membership

- 1.** The applicant must be a specified educational establishment or an educational establishment of a specified description⁴ with management or control of Purpose-Built Student Accommodation (PBSA) in the United Kingdom. Applicants may apply to have one or more PBSA buildings registered under this Code.
- 2.** The question of who manages or controls PBSA can be complex because there is a variety of different organisations and models operating in the student accommodation sector. This Code uses a framework to identify whether an educational establishment has management or control of a building. The framework is reproduced in Annex A.
- 3.** Before an educational establishment applies to join this Code, it must be able to demonstrate that every building for which it seeks Code accreditation is Code compliant.
- 4.** If an existing member acquires management or control of an additional building, that building must be brought to a standard of Code compliance before the member applies to register it with The Code.
- 5.** Individual houses or flats rented by an educational establishment from the private sector for the purpose of sub-letting to students are outside the scope of this Code and are not eligible for accreditation if:
 - the educational establishment's lease is for a term of 3 years or less; and
 - the property is not suitable for housing more than 10 occupants; and
 - the property is an 'off-street' property, which is to say it is not part of a larger building or complex owned by the same private-sector landlord.
- 6.** Any member with management or control of a student accommodation building that is not yet, or ceases to be, included in the list of specified educational establishments set out within the schedule to regulations must obtain all applicable licences for that building from its local authority and comply with the conditions of those licences⁵.

4. As of the date of publication this means specified in the Student Accommodation (Codes of Management Practice and Specified Educational Establishments) (England) Regulations 2024 (S.I. 2024/947)

5. As of the date of publication this means specified in the Student Accommodation (Codes of Management Practice and Specified Educational Establishments) (England) Regulations 2024 (S.I. 2024/947)



Applying For Code Membership

- 7.** Applications for membership are made by the educational establishment. Applicants must submit the following to The Code administrators, using the prescribed documents, deadlines and processes published on The Code Management System from time to time:
 - details of the applicant's Code team, which must include a lead administrative contact, at least one other administrative contact, one escalation contact (at director level or above) and one contact responsible for organisational governance.
 - details of all buildings the applicant manages or controls within the scope of this Code for which the applicant is seeking accreditation.
 - the result of an independent compliance audit against Code standards of all the in-scope buildings for which accreditation is sought.
 - the applicant's management response to the audit findings.
 - a covering letter from the head of the applicant establishment; and
 - the applicable fees.
- 8.** All buildings for which the applicant is seeking accreditation must be within The Code's scope and must meet Code standards at the time the application is made. Applications for membership or accreditation will not be accepted on the basis of plans or undertakings to achieve Code standards at a future point in time.
- 9.** Existing Code members should refer applications relating to additional buildings to The Code's Compliance, Assurance & Scrutiny Board.
- 10.** Where an applicant has previously been refused membership, or been expelled from The Code, the applicant will need to comply with all applicable Code standards but should pay particular attention to demonstrating compliance with the issues that led to their earlier rejection or expulsion.
- 11.** Upon receipt of an application, The Code's Compliance, Assurance and Scrutiny Board (CAS) will review it and make a recommendation to The Code's Governance Board (GB). The applicant's key contact will then receive a letter from the GB setting out its decision.

Duties Of Ongoing Compliance

- 12.** Members must always:
 - follow the prescribed documents and processes of this Code.
 - comply with all applicable Code deadlines as published on The Code Management System from time to time; and
 - comply with any member-specific deadlines notified to the member by The Code administrator.
- 13.** Members must ensure that each of their accredited buildings continuously meets The Code's standards and must notify The Code administrators if at any time a building ceases to be Code compliant.



- 14.** At least once every 12 months, and immediately following any material change, members must send to The Code an up-to-date list of:

 - their Code buildings and
 - their Code team

having due regard to the Mergers and Changes Policy of The Code's website (www.acop.ac.uk).
- 15.** At least once every 12 months, members must send The Code a summary of any 'Stage 2' and 'Stage 3' complaints relating to the member's operation of The Code and/or accommodation covered by The Code. Student complainants' details must be anonymised.
- 16.** At least once every 12 months, members must undertake a self-audit against The Code's requirements. These audits need not be submitted to The Code but may be required from time to time to demonstrate a member's resolution of previous compliance review findings and ongoing Code compliance. It is recommended that the member retains their self-audit records for period of at least 6 years. Members may choose self-assessment, conduct a peer review or use a suitably experienced external auditor to undertake this process in a way they deem most appropriate to their institution. Details of the annual self-audits must be submitted to the auditor who carries out the three-yearly review (see paragraph 18).
- 17.** Members must pay the applicable Code fees without deduction on or before the date they fall due.
- 18.** Every 3 years, members must undertake a Code compliance review, to be completed by independent internal or external auditors using The Code's prescribed documentation, deadlines and processes. Compliance reviews may be carried out by a member's in-house audit team, as part of a consortium, or by an externally provided internal audit service.
- 19.** The triennial audit must include at least one on-site visit by the auditor. Auditors may take account of a member's opinion as to which residences should be visited, but selection of which buildings to visit remains in the auditor's discretion. The auditor must have due regard to their independence, objectivity and materiality and must take care to ensure coverage across all properties covered by this Code as part of any long-term audit programme.
- 20.** Members' Audit Committees (or equivalent) must make adequate provision for the triennial independent compliance audits and ensure sufficient resources are included within their audit plans each year not only for the triennial reviews themselves but also for all associated follow-up actions and proper preparation for the next audit.
- 21.** Members' Audit Committees (or equivalent) should see the full reports from the independent triennial audit and not just a summary. They must review the report and submit minutes of their review meeting (or a briefing note) to the member's board of governors in preparation for submitting the member's triennial compliance audit report to The Code. It is the member's responsibility to ensure the triennial compliance audit is carried out in good time before the submission deadline so that these steps take place, and the audit findings are given full and proper consideration.
- 22.** Following a triennial compliance audit the member must submit a report to The Code which outlines the audit's findings, management responses and the member's action plan for resolving any issues that have emerged. Action plans must include appropriate, specific timescales for rectifying problems and any appropriate mitigating actions that can be taken. The plan must identify the personnel responsible for implementing the plan. The report must be submitted in the format and by the deadline prescribed in The Code Management System and will be reviewed by The Code's Scrutiny Panel.



- 23.** The Scrutiny Panel will examine the member's triennial compliance submission alongside other information received by the CAS (such as complaints returns). After examination it may:
- determine that no further action is needed.
 - seek further assurance of compliance.
 - make directions to the member on steps to be taken; and/or
 - determine that the member is no longer in compliance with The Code and make recommendations to the GB for appropriate action.
- 24.** Where a triennial compliance audit makes recommendations, the member must provide CAS with updates, within prescribed deadlines, on the progress and implementation of those recommendations. The prescribed deadlines will be not later than the next following triennial compliance audit and progress against fulfilling recommendations from a previous audit must form a core part of the subsequent audit.
- 25.** Members must embrace this Code as an institutional (rather than departmental) compliance responsibility and must be able to evidence this. The governing bodies of member establishments are accountable for their institution's management and operation of The Code. It is recommended that a senior person with relevant competencies has overall responsibility for co-ordinating and ensuring operational management and compliance. The senior competent person must be supported by a Code team (see paragraph 7) whose participants will oversee The Code's operation in their respective areas of competence and deal with day-to-day compliance.
- 26.** Member establishments must ensure that all relevant staff are appropriately trained to deliver The Code standards for which they are responsible, and members must be able to evidence how they achieve and maintain staff competence.
- 27.** Members establishments must regularly consult their students' union (or, if there is no union, appropriate student representatives) and invite them to be fully involved in audits, complaints and other procedures integral to the functions and administration of this Code.
- 28.** Members' institutional Audit Committees (or equivalent) must include the member's management of its student accommodation under this Code within their overall assessment of institutional risk.
- 29.** Members must ensure that all their accommodation covered by The Code complies with all applicable statutory requirements and they must be able to evidence this. Statutory compliance means not only ensuring that the accommodation has all statutory permissions and certification, is safe and is fit for habitation. It also means that the accommodation must be managed in a way that complies with the law on equality, data protection, modern slavery, occupiers' rights and other people-related matters. Members must keep proper written records of and be able to evidence statutory compliance in relation to the original build as well as any maintenance, repair, refurbishment or alteration or change of contents. Statutory consents or approvals and statutory certificates must be available for inspection.
- 30.** Members must inform The Code as soon as practicable after becoming aware of any proposed or actual legal or regulatory enforcement action concerning their Code-registered accommodation. The member must report to The Code the steps the member is taking or proposing to take and, if The Code requires, keep The Code updated on the progress and outcome of proceedings.



- 31.** From time-to-time accommodation may become unfit for habitation (for example in the case of fire, blocked drains or burst pipes). Members must have in place suitable service level statements for repair and maintenance and keep records to assess how well they are meeting the target service levels. If repair or maintenance work is outsourced, the contractor must enter into a service level agreement with the member to ensure service levels are met. If any residents are prevented from using their room, or from using other amenities reasonably required for using their room as living accommodation, the member must without delay provide a reasonable alternative to mitigate the impact on residents. If a building becomes unfit for habitation, or there is some other incident that significantly impacts the amenity of living accommodation, the member must inform The Code at the earliest opportunity of the reason for this and the steps the member is taking to support the affected resident(s). If required, the member must keep The Code updated on the progress and outcome of the incident until reinstatement. An incident is significant if it affects many students or if it affects only one or a few students but is expected to last a long time.
- 32.** FEPs are subject to legislation with regard to housing students aged under the age of 18 that is not directly applicable to HEIs. Where that legislation applies, the FEP must comply with the legislation and in other respects must ensure that their management practice is compatible with this Code. Where an HEI has residents under the age of 18, the HEI should have and keep under review an Under 18s policy that is fit for purpose in its context (for example, taking account of whether the member houses families with young children or offers summer school provision).

Complaints

- 33.** Members must have an appropriate complaints process that (a) takes account of this Code and (b) is suitably integrated into wider complaints mechanisms in the member institution. It must be actively publicised to students and allow for and support student representation.
- 34.** In addition to the annual summary referred to at paragraph 15, Members must update The Code administrators monthly on progress the member has made to resolve complaints about Code matters that were not fully resolved within three months of the complaint first being made.
- 35.** Members must submit an annual summary of any 'Stage 2' and 'Stage 3' complaints (see paragraph 15), and this return will be reviewed by the CAS. If there are causes for concern, the CAS may seek further information and/or recommend appropriate actions to the member or the GB.
- 36.** Where The Code has been made aware of potential non-compliance through means other than a complaint, The Code may investigate further and recommend appropriate actions to the member or to the GB.
- 37.** If an FEP is a member of this Code but is not a member of the scheme run by the OIAHE, The Code has jurisdiction to hear a student's complaint insofar as it concerns Code compliance. The student must first have followed the member institution's internal procedures to their conclusion. Complaints to be heard by The Code should be directed to the member's Code team in the first instance, who should check that the complaint is one that may properly be referred to The Code. The Code will not hear complaints that do not involve any Code matters. The Code may in its reasonable discretion refuse to hear complaints if they involve issues other than The Code as well as Code matters. Members must make students aware of this part of The Code's role, where applicable.

Non-Compliance With The Code

- 38.** Members must take all reasonable steps to monitor and maintain their compliance with The Code.
- 39.** If a member becomes aware of non-compliance, they must without delay report the matter to The Code, take steps to return to compliance as soon as practicable and minimise the likely impact of non-compliance on residents in the meantime.
- 40.** The Code may also become aware of potential non-compliance through complaints raised by third parties. If The Code raises a non-compliance issue with a member, the member is expected to be pro-active in making and implementing suggestions for remedying any non compliance. CAS may make suggestions or directions of its own which the member must act on in order to return to a state of full compliance.
- 41.** In appropriate cases the CAS may report non-compliance to the GB for formal action.
- 42.** In addition to any compliance requirements imposed by CAS, the GB has the authority to impose a range of sanctions and penalties on members who fail to comply with The Code. In cases of serious or persistent management failure, and after consultation with technical expert(s) where appropriate, the GB may take the decision to suspend or expel a member from The Code.
- 43.** If it expels a member, The Code will formally notify the member, the member's students' union and the member's local authority. The Code will publish details of its decision on The Code website. The member will then need to consider whether it needs to be licensed by the local authority in order lawfully to continue having management or control of the accommodation.
- 44.** Expelled members are eligible to re-apply for membership in the same way as first-time applicants, but they must demonstrate compliance with The Code, and they must expect particular rigour on matters which led to their earlier removal from The Code.
- 45.** A decision of the GB to expel a member, or to refuse to re-admit a member, may be appealed in accordance with The Code's Compliance Policy which can be found on the website (www.acop.ac.uk). Pending the outcome of a successful appeal, the member will remain excluded from The Code.

Advertising Code Membership

- 46.** Within one month of joining, members must advertise their membership of The Code in all relevant online and physical promotional material about their accommodation.
- 47.** Members must provide all residents, upon the signing of their accommodation contract, at induction talks and during occupancy, with information regarding The Code and the process for making complaints if they believe their accommodation does not comply with The Code.
- 48.** The Code may take such action as it sees fit against institutions who represent themselves as members of The Code at a time when they are not or represent buildings as being accredited under The Code at a time when they are not.



Information Regarding Future Supply

- 49.** In order to better understand the future of PBSA supply, members must submit annually, using the prescribed documents, deadlines and processes from The Code Management System the number of additional beds they expect to be added or subtracted from their portfolio for the next academic year and by what mechanism this change will occur (e.g. new-build, refurbishment, redevelopment, sale/purchase etc). This information is to be submitted no later than the deadline notified by The Code.

SECTION 2: LANDLORD AND TENANT RELATIONSHIP

Marketing Accommodation

50. All advertising and promotional material, in whatever medium, must be accurate and not misleading.
51. The member must have an appropriate mechanism in place to update material in a timely manner whenever details change and must keep records of such updates and when they were made for a period of 6 years after the end of the academic year to which the material relates.
52. Members must not, alone or in partnership, advertise or otherwise promote accommodation in buildings that are eligible to be – but are not - accredited by an approved student accommodation Code of Practice for the purposes of the Housing Act 2004.
53. Before concluding a contract for accommodation with a prospective resident, members must make all the following information available to the applicant:
 - The total number of rooms available in the member’s portfolio at each location, and the number available in each location by accommodation type (e.g. single room in traditional halls; single en-suite room in cluster flat; studio; family).
 - For each accommodation type in each location:
 - The available contract period(s)
 - Catering arrangements (including any meal plans or meal cards)
 - The minimum amount the resident will be committing to pay in rent or licence fees (a) for the duration of the whole contract period and (b) expressed as a weekly amount.
 - A clear statement of what is and what is not included in the rent or licence fee, including:
 - Details of any compulsory charges in addition to the rent or licence fee, which may lawfully be imposed (such as charges for utilities and/or telecommunications)
 - Details of any charges for optional facilities such as catering, gym, leisure facilities, transport, laundry, postage
 - Details of accommodation where adjustments have been made to improve accessibility.
 - Details of accommodation suitable for families or students with dependants or with carers.
 - For each building, details of:
 - Staffing arrangements, office or reception opening hours and how to get support for issues associated with the accommodation.
 - Cleaning arrangements (including nature and frequency of cleaning provided by the member and students’ responsibilities for their own and shared cleaning).
 - The applicable approved Code of Practice.



Travelling between the accommodation and important facilities such as study centres, city centres, medical centres and other support services, having regard to the needs of walkers, wheelchair users, cyclists, public transport and private vehicles and availability of vehicle storage.

Internet service, including:

Whether or not internet is included in the rent

Where in and around the accommodation internet is available

Whether the connection is wired and/or wireless

Terms of use, including limits on the number of devices

Average demonstrable fibre or broadband speed (achievable by at least 50% of the user base between the peak times of 8.00 pm and 10.00 pm)

Accommodation advertisements which include the service provider's speed-checking facilities, where possible

Details of any service level agreements relating to the internet

A warning that the internet is suitable for most study purposes but may not be adequate for gaming and other leisure activities.

- Arrangements for personal possessions insurance, including the main limits and exclusions of the member's policy or, if the member does not insure, the advisability of students obtaining their own possessions insurance.
- The member's allocation policy and any accommodation guarantee.
- Payment options, instalment amounts and times, and acceptable methods of payment.
- Any bursaries or discounts that may be available and the terms under which these are offered.
- The relevant procedures for application including any eligibility criteria.
- Clear guidance on how to make further enquiries about accessibility, dependants or other specific needs.
- A complete copy of the contract which the student will be asked to enter into must be available for download or in print a reasonable time before the student is asked to make a commitment.
- The contract must contain a clear statement of when the student will become contractually bound to pay for their accommodation and the terms (if any) on which the contract may be terminated by the member or by the student.

54. The information referred to in paragraph 53 must be provided in the most relevant place at the most relevant time during a student's application journey, having regard to the decisions they will need to make. It may be provided as part of the advertisement for the property, on



webpages during the booking journey, as part of an offer of accommodation, included in the contract which the student is invited to enter into, or by any other reasonable means. However, as all this information could influence a student's decision, it must be provided before the contract becomes binding.

Contracts

- 55.** Before a student is obliged to make any payment, the member must provide the student with written details of the contractual responsibilities of both the member and the student (either as a draft contract or as standard terms and conditions).
- 56.** The draft contract or standard terms and conditions may be provided through any medium but must be in a form and manner which is easily, directly and permanently accessible for the student.
- 57.** The accommodation contract must include a reference to the establishment's membership of this Code.
- 58.** The contract must clearly state whether it is an agreement for a tenancy or an agreement for a licence and must accurately reflect the underlying arrangement between the member and the student (for example, it should not purport to be an assured tenancy if it is not).
- 59.** Members must make sure that their contracts and any policies and procedures referred to within them:
 - are accessible.
 - are clearly worded and do not contain any unfair terms; and
 - do not contain any other terms or conditions that conflict with the occupant's statutory or common law rights.
- 60.** Members' contracts should make it clear to occupants what the possible sanctions are if the occupant should not comply with their contractual obligations, and any sanctions must be consistent with the requirements of this Code.
- 61.** Members must ensure that accommodation contracts do not purport to impose fines for failure to comply with the contract terms. This does not prevent members from claiming for losses actually suffered and/or expenses reasonably incurred as a result of the occupant's breach of contract. However, the amounts claimed must not put the member in any better position financially than they would have been in had there been no breach of contract; and claims for payment under the accommodation contract must not be used as a punishment or deterrent or to show disapproval.
- 62.** Members may refer incidents in student accommodation to the institution's central disciplinary function provided that the action or neglect complained of is a disciplinary offence under that institution's regulations and it would be appropriate (if the complaint is upheld) for the member to punish the student and/or deter re-occurrences and/or show disapproval of conduct.
- 63.** Members must be transparent about the likely consequences of failing to comply with obligations in the accommodation contract and must ensure that those consequences and any action actually taken against a student as a means of enforcing obligations in the contract is both fair and proportionate. Members must take particular care if linking academic sanctions to accommodation contracts (see the CMA guidance at <https://www.gov.uk/cma-cases/consumer-protection-review-of-higher-education>) and must not apply academic sanctions as a matter of course.



- 64.** Members must not, as a means of enforcing contractual payment obligations, interrupt or withhold services which are reasonably necessary for use of accommodation as a residence.
- 65.** The Member must give students a reasonable opportunity to read the terms of the contract before the student agrees to be bound by them. The Member must state clearly in any offer the deadline for acceptance of that offer and any pre-conditions that the student must satisfy (such as providing evidence of parental consent if a student is aged under 18 years).
- 66.** The Member must not require a student to pay any money before the Member offers the student accommodation. The only payments a Member may require a student to make as a pre-condition to acceptance of an offer of accommodation are (a) advance rent and/or (b) deposit or bond.
- 67.** Where a Member requires the applicant to pay a deposit (also known as a bond) to secure the student's contractual liabilities and obligations during the period of occupation, the Member must provide the student with clear written information on the following:
 - the amount to be paid.
 - by when it must be paid.
 - whether or not the deposit will be protected in an authorised tenancy deposit protection scheme.
 - whom to contact in the event of a query about the deposit.
 - when the Member may make a claim against the deposit and the process (which must be transparent) for doing that.
 - what the student can do if they disagree with a proposed deposit deduction.
 - that any deposit due to be refunded to the student at the end of their occupancy will be paid to them within 28 days of the end of their tenancy or licence (or, if later, within 28 days of the date they vacate); and
 - the student's entitlement to a clear statement of all deposit deductions if the deposit is not to be returned in full at the end of the tenancy or licence.
- 68.** Where a member requires the applicant to pay a deposit, the amount must not exceed the applicable statutory maximum and any deposit that is required by law to be protected in an authorised tenancy deposit scheme must be so protected.
- 69.** To the extent it is not covered by the accommodation contract, members must publish a clear and readily available policy outlining how they manage accommodation payment arrears, including the possibility of a student being sued for debt.
- 70.** Contracts must make it clear under what circumstances the member would be entitled to terminate the contract. Members must follow due process of law when seeking to evict a student from accommodation.
- 71.** The accommodation contract must be concluded (become legally binding) between the member and the student before the student goes into occupation.
- 72.** The member must provide the student with a written copy of the completed contract at the time the contract is concluded (i.e. when it becomes legally binding).



- 73.** The written contract may be provided through any medium but must be in a form and manner which is easily, directly and permanently accessible for the student and must be available in a range of formats on request.
- 74.** The written contract must clearly state the date on which it became binding or be accompanied by evidence of when the contract was concluded electronically and must be available in a range of formats on request.
- 75.** If a student loses their copy of the contract, the member must provide at least one further copy free of charge within a reasonable time of the student requesting it.

Repairs and Maintenance

- 76.** Members' obligations relating to repair and maintenance apply to all areas of their accredited buildings, whether individually let or for shared use.
- 77.** At the start of the occupancy period all accommodation and facilities must be equipped as described and be in a clean and habitable condition with no material defects.
- 78.** Before a student begins occupation, the member must provide the student with an inventory report that clearly sets out the contents of the accommodation and the current state of repair.
- 79.** Members must provide a method for occupants to identify and report disrepair, contents that they believe are missing, and anything else that differs materially from the inventory report. Members must communicate to occupiers clearly what the method is if this is not stated in the accommodation contract.
- 80.** Repairs and maintenance must only be carried out by suitably experienced and competent personnel who have appropriate qualifications for the work they are required to do. It should be apparent to residents that anyone carrying out repairs or maintenance, whether directly employed by or contracted to the member, is a member of an authorised workforce (for example by ensuring they wear badges or uniforms).
- 81.** Members must manage any workers (contracted or employed) to ensure that they:
 - remove all redundant materials and debris from site within a reasonable time of completing work; and
 - behave in a professional and courteous manner at all times and in accordance with the member's policies and this Code.
- 82.** Members must provide students with information on how to report a defect or fault including procedures for reporting an emergency and how to make a report outside normal working hours.
- 83.** Members must publish a service level statement or equivalent, setting out reactive maintenance services and target response times. The service level statement or equivalent must be appropriate, adequate and reasonable. Categories of repair should be prioritised (usually as emergency, urgent and non-urgent, but members can choose their own terminology). If response times differ according to location, the service level statement or equivalent must make that clear and set out all applicable target response times.
- 84.** Students must be kept informed of progress in rectifying any reported defect, in particular if the member anticipates any delay in meeting published target response times (e.g. if an initial visit is purely diagnostic or if batching of works occurs).



85. Members must record instances in which reported repairs are not completed within their published target response times, review annually and continuously try to improve service provision.
86. Where repair or maintenance work is necessary due to damage caused by residents and/or their guests, and the member wishes to recover the costs from the resident(s) in question, the member must notify the resident(s) of the amount claimed as soon as practicably possible and provide written evidence in support of the claim if requested.
87. When undertaking planned works, consideration must be given to the potential impact on residents and inconvenience / disturbance must always be kept to a minimum. Members should aim to plan works so that they avoid sensitive periods, such as exams. Members must give residents a minimum of 7 days' advance notice before carrying out planned maintenance or repair works. Members must aim to give residents a minimum of 24 hours' advance before carrying out urgent works, but notice may be shorter or waived completely if the circumstances require an immediate response for the purposes of safety or security.
88. The accommodation team must produce a calendar before the start of each academic year, working with cross-departmental colleagues as appropriate, that identifies sensitive periods where planned works should be avoided.

Landlord Access

89. Where a student has reported the need for a repair, the member must notify the student that someone will be coming to their room or flat and may enter to carry out the repair whilst the student is not there.
90. Where access is required to an occupant's room or communal areas within a flat for purposes other than repair or maintenance, the member must give each affected occupant at least 48 hours' advance notice of the date, time, estimated duration and purpose of the visit except where access is required:
 - in the case of an emergency.
 - where entry is lawful and necessary for the purposes of carrying out an arrest or executing a warrant of the criminal justice system (but not warrants issued to civil court enforcement officers).
 - to abate a nuisance; or
 - when the member has serious concerns for the welfare of an occupier.
91. Members must give occupiers a reasonable opportunity to answer the door before using pass keys. Members must be able to show that they make reasonable adjustments to their entry policies for occupiers with a disability that affects how they respond to uninvited entry into their environment.
92. Where regular and pre-planned access is required (e.g. to provide a periodic cleaning service or planned preventative maintenance) details of the access and the services to be provided must be stated in the information provided to students before they become contractually bound. If it is necessary to re-schedule these arrangements (apart from occasional temporary variations for operational reasons), and this is permitted in the accommodation contracts, then members must give residents at least 48 hours' advance notice of the new arrangements, either by notice or in correspondence.



- 93.** Where a member's staff or contractors have entered a resident's room during their tenancy or licence, the member must keep a record of the date, time and purpose of access. The record should show what, if any, work has been carried out. Items should not be removed unless the accommodation contract lawfully permits. If anything, has been removed this must also be recorded. A copy of the record must be provided to the occupant within a reasonable time of their request. The member must provide the occupant at the earliest opportunity with details of its plans to carry out any follow-up access or activity.

Addressing Conflicts

- 94.** Members must demonstrate the steps they take to build and maintain a positive living community within residences which promotes welfare and avoids unnecessary conflict.
- 95.** Members must show that they have, and follow, procedures to address anti-social behaviour and that those procedures have regard to issues of equality, diversity, health and wellbeing.
- 96.** Prior to contract, and again prior to occupation, members must make residents aware of the member's code of behaviour and disciplinary procedures (or similar), and how it deals with any incidents of reported inappropriate conduct or behaviour.
- 97.** Where disputes arise with or between occupants, relevant managers must ensure that:
- they accept contact from occupants (or their authorised representatives) by any appropriate method, including telephone calls, e-mail or face-to-face discussions.
 - they respond reasonably and promptly to all such contact in accordance with the member's procedures.
 - the response they make confirms the actions they propose to take and the overall timetable they aim to achieve.
 - the response clarifies if there are any actions requested by the occupant that the member cannot or will not take (such as immediate removal of a person from a flat) and explain why.
 - any settlements, or agreements, reached are recorded and honoured within a defined period of the settlement being agreed.
 - the closure of disputes is recorded to provide a clear audit trail of the actions taken to resolve the dispute.
 - they maintain courteous, professional relations with occupants at all times during any dispute.
 - they deal only with matters that are within their powers and expertise and that they signpost students to sources of independent advice and support, such as from their students' union.

Information For Students at Start of Occupancy

- 98.** Members must have an accessible means of providing relevant information shortly before or at the start of occupancy so that students feel welcomed, are clear about their responsibilities and know where to get further help if they need it.

- 99.** The means of providing relevant information may take the form of an induction, briefing, e-induction process or the provision of pre-arrival welcome literature.
- 100.** The information provided should include:
- all core contractual matters.
 - where to find this Code and what it is for.
 - relevant contact details that will be useful or necessary for occupants to have.
 - relevant advice, or a signpost to it, on a range of issues including health and safety (e.g. fire evacuation procedures), wellbeing matters, security, conduct, behaviour and guidance on communal living.
 - complaints procedures.
 - practical information such as arrangements for receiving post and parcels.
 - useful sources of information, advice and guidance within the university, the student's union and other agencies.

References

- 101.** If an occupant or former occupant requests a member to provide a reference to another accommodation provider, the member must provide it free of charge within 3 weeks of receiving the request.
- 102.** References must be factual and relate to the individual's performance of the obligations in their accommodation contract. In general, members should avoid stating opinions, but it is acceptable for a member to state whether or not the member would be happy to have the occupant return to live at their residence.

Post and Mail

- 103.** Members must have in place suitable arrangements for the receipt and collection/distribution of mail and parcels addressed to students. Students must be advised of any arrangements for forwarding or redirecting mail and parcels after they have vacated.
- 104.** If mail or parcels are delivered to a central point, they must be stored securely until collected by the addressee (or, where appropriate, their return to sender).

Laundry

- 105.** All occupants must be provided with appropriate facilities, or services, for the washing and drying of clothes. There must be an appropriate ratio of facilities to students to prevent excessive waiting times.

- 106.** Where a laundrette is provided as an amenity for students, the member must ensure the facilities are kept in reasonable working order and cleanliness. Repair reporting processes must include the ability to report disrepair of shared amenities. Where laundry facilities are provided by a third party the member must ensure that it has in place appropriate mechanisms for the reporting of issues and requests for repair to the third party and monitor the third party's performance against service level agreements.

SECTION 3: HEALTH AND WELLBEING

Information Provision

- 107.** Members must provide relevant information in an accessible form to all residents in Code registered buildings about student advice and support services (e.g. health and wellbeing, financial, housing, harassment, discrimination, sexual misconduct and disability support) and how to access them. The information provided must include reference to services provided by the university, the students' union and other relevant agencies.
- 108.** Members must provide information on how to register with local GP practices or with their own medical services and encourage all residents to register as soon as possible.
- 109.** Members must ensure that residents have information on how to access emergency support (both during and outside usual working hours) including contact details and the procedures they must follow.

Policies

- 110.** Members must have in place appropriate policies and procedures to support and safeguard residents who are experiencing health or wellbeing issues. Members' accommodation teams must contact the relevant officer/department in their establishment if they believe a resident to be at risk in a way that the establishment can manage. Members must encourage students to access relevant external support services such as the police or the NHS in appropriate circumstances and may contact such an external service on the student's behalf if the student appears not to be capable of making their own decision in that regard.
- 111.** Members must have and publish a Student Privacy Notice/Statement detailing what personal data is collected, how it is used, who it can be shared with, and for what purpose. Purposes should include student safeguarding, supporting wellbeing and dealing with a crisis, to make sure that the member is able to carry out its obligations under this Code.
- 112.** The member should review at appropriate intervals its policies and procedures relating to the processing of personal data, having regard to its obligations under this Code, and be able to demonstrate this.
- 113.** Where a member has entered into a nominations, lease or other relevant agreement with a non educational establishment provider of accommodation, members must:
 - put in place an appropriate information-sharing agreement with the partner/s regarding student welfare matters.
 - have a named individual within each partner organisation who serves as a contact in the event of a crisis or emergency.
 - share with the partner provider all relevant student welfare information and service signposting that they share with residents in their owned and managed accommodation; and
 - encourage partner providers to share welfare information and service signposting with their student residents.



- 114.** Members must take reasonable steps to identify a named contact for all other PBSA developments in which their students are living.
- 115.** Members must ensure that a record of accommodation incidents/crises and associated narrative outcomes is securely maintained and is only shared in accordance with their data sharing protocols.

Training

- 116.** All staff likely to be involved in the response to an incident arising in Code accommodation must have sufficient knowledge of and access to the member's policies and procedures to enable them properly to support students experiencing health or wellbeing issues. Appropriate numbers of relevant personnel must be trained in responding to incidents, whether or not an incident amounts to a crisis, and members must ensure that students receive the necessary support from the appropriate service(s).
- 117.** Members must ensure that relevant personnel have an awareness of, and access to information about, common types of mental health conditions and the services or support available to students experiencing those conditions. Through training and information, members must help staff to signpost appropriate services/support for occupants who may be experiencing a health or wellbeing issue.
- 118.** Members must provide all relevant staff with specific training on health and wellbeing crisis management to help them respond to incidents if they arise. As a minimum, this training must cover:
 - what practical actions should be taken at the time of the incident to ensure the immediate safeguarding of those involved.
 - what help and assistance can be offered to the occupants and staff affected by an incident.
 - what processes and actions should be implemented to involve the relevant services who can manage and resolve the incident.
 - what practical actions should be taken after the incident to review the incident response and provide longer-term support for those who were involved.
- 119.** Members must train all relevant staff to recognise where their responsibilities begin and end so that timely and competent assistance is given by the most appropriate person available to give it. Members must strike a reasonable balance between direct intervention and referral to external agencies, so that students and staff are not put at any greater risk than the situation necessarily presents.

SECTION 4: EQUALITY AND DIVERSITY

Policies and Strategies

- 120.** Policies and procedures for the allocation and management of accommodation must have regard to all applicable equal opportunities law and be consistent with the member's central policies on equality and inclusion. As a minimum, members must have policies and procedures in place regarding:
- the design and adaptation of accommodation for disabled students
 - accommodation for care workers
 - the provision of relevant auxiliary aids
 - personal safety for students with relevant disabilities in the event of an emergency.
- 121.** Members shall not charge more for a room that is adapted for and used by a disabled student than the lowest price for a comparable room in the same specific residential building.
- 122.** Where a development has car parking available, members will give priority of allocation to students with mobility impairment.
- 123.** Members must have a written equality access strategy in place that takes an 'Equality by Design' approach. Before implementing any change to accommodation systems, processes, services or buildings, the member must make an equality impact assessment and give proper consideration to its public sector equality duty.
- 124.** Members should be able to demonstrate that at regular intervals during every development or change programme, and on completion of it, the member reviews its impact statements and compares the progress to date against the strategy, and makes reasonable adjustments where new weaknesses and opportunities are identified before during or after the programme.
- 125.** Members must ensure that relevant accommodation staff are appropriately trained on and have access to their establishment's relevant policies and processes relating to equality, diversity and inclusion to ensure that no student or group of students is put at a substantial disadvantage because of a protected characteristic when compared with others who do not share that characteristic.
- 126.** Members must be able to demonstrate effective skills for resolving disputes among their resident students which may involve one or more protected characteristics.

SECTION 5: OCCUPANT SATISFACTION

- 127.** Members must invite and gather feedback about how well they are serving their student residents. Members are encouraged to carry out a satisfaction survey of their occupants at least once a year in order to meet this requirement.
- 128.** Resident feedback should be capable of being measured against previous years and should therefore be sought at approximately the same time each year. The member should address both qualitative and quantitative elements of the student experience including (as a minimum):
- Staff responsiveness to occupants' communications.
 - Awareness that their educational establishment is a member of this Code.
 - Reporting and rectification of repairs.
 - Mail and parcel handling arrangements.
 - Level of amenities where provided (e.g. catering services, internet access, gym).
 - Adequacy of facilities provided (to include as minimum: bedrooms, kitchens, bathrooms, laundry and communal areas).
 - Mental health and wellbeing support.
 - Safety and security.
 - The environment and sustainability.
 - Overall levels of satisfaction measured using a Net-Promoter-Score model.
 - Information related to the student's arrival at the accommodation.
 - Whether the accommodation met expectations.
 - Rent levels and value for money.
- 129.** The results of resident feedback must be analysed, published with key learnings, effectively communicated to students and used to inform further improvement activities.
- 130.** If a member does not carry out an annual survey, it must be able to demonstrate to auditors that it has good reasons for deciding not to do so. The member must also evidence its alternative annual mechanism(s), developed in consultation with the member's students' union, for gathering, analysing and communicating occupant satisfaction data in a way which is used to support continuing improvement.

SECTION SIX: SUSTAINABILITY

Policies and Strategies

- 131.** Members must have and keep under review a written environmental sustainability strategy that covers all residential accommodation under its management or control.
- 132.** Members must develop and implement a written environmental sustainability strategy in relation to any new build or significant accommodation refurbishment. On completion of the project, the outcomes should be measured against the objectives of that strategy and any lessons learned should be shared as applicable and carried forward to future projects.
- 133.** When developing or changing any systems, processes, services or residential buildings in ways that are likely to have an adverse impact on the environment, relevant environmental impact assessments must be undertaken, such that the implications of the development or change can be understood and any negative impact avoided, minimised or offset.

Utilities Efficiency

- 134.** Members must have an appropriate policy in place outlining their approach to minimum temperatures for space heating within residential accommodation managed or controlled by them.
- 135.** Adequate lighting, hot water and ventilation must be provided, as appropriate to each residential area, including bedrooms, social spaces, kitchens, circulation spaces (e.g. corridors, staircases, entrance lobbies) and showers/bathrooms. Heating in all residential areas must meet the minimum requirements set out in the member's relevant policy.
- 136.** Unless exempt, members must (a) ensure their residential buildings meet the Minimum Energy Efficiency Standards ('MEES') from time to time in force and (b) provide an Energy Performance Certificate ('EPC') to prospective occupiers free of charge at the appropriate time.
- 137.** Where a building accredited under this Code should have a display energy certificate, the member will ensure that the current display energy certificate is on view at all times.
- 138.** Members must have and implement a strategy to minimise energy consumption and wastage during the periods of time when accommodation buildings are vacant and be able to demonstrate the strategy's effectiveness.
- 139.** Members must fit all their developments with installations and appliances that operate at a reasonable level of energy efficiency.
- 140.** Members must have a policy or procedure in place to ensure that whenever heating, water, lighting or other energy-using appliances and parts are installed, repaired or replaced, the member uses the most efficient yet sustainable options available (e.g. energy efficient LEDs, water-saving devices, low-flow shower heads, appliances with an energy efficiency rating of C or higher).

Staff Training

- 141.** All accommodation job roles must include a responsibility for supporting environmental and social sustainability in residences.



- 142.** Accommodation staff must be trained on environmental and social sustainability and actively encouraged to incorporate these learnings into everyday practices in their roles and amongst student residents.

Student communications

- 143.** Members must be able to demonstrate how they encourage residents and staff to be environmentally responsible in their consumption of energy and water in residences.
- 144.** Members must ensure that within 7 days of taking occupation each resident has access to information in printed or electronic form on how to use their heating and hot water systems efficiently.
- 145.** Student accommodation portals and noticeboards must include dedicated areas for sharing information on sustainability, which may include relevant events, information on EPCs, information on heating and water systems, and reminders about how students can contribute to the member's sustainability goals.
- 146.** At least 1 month, but not more than 2 months before the expiry of their accommodation contract members must provide residents with information which includes:
- guidance and/or signposting on their rights as renters in the Private Rented Sector.
 - relevant information such as the role of EPCs in the Private Rented Sector; and
 - information on how to reduce waste at the end of their stay, such as where they can donate or recycle items, and how to dispose of any other waste responsibly.
- 147.** All accommodation staff and residents must be made aware of local active travel options and public transport and encouraged to use them as alternatives to private motor vehicles.

Catering

- 148.** Where residences are catered, members must have and continue to develop a policy on sourcing food and managing food-waste in a sustainable manner and demonstrate that they have a variety of healthy options available.

Refuse and Recycling

- 149.** Residential developments must be provided with adequate refuse disposal facilities suitable for the number of occupants.
- 150.** Where waste facilities for the building are used by more than 10 occupants a waste disposal plan must be prepared for the building and be made freely available to occupants on request.
- 151.** Occupants must be informed, not later than 24 hours after moving into the building, of the arrangements for waste disposal, storage and collection.
- 152.** Where a member's local authority operates a recycling and/or food-waste disposal scheme, the member's waste disposal plan must conform to the relevant requirements of the applicable scheme.
- 153.** Suitable arrangements must be in place for the timely collection and removal of waste from the site.



SECTION SEVEN: LATE BUILDINGS AND ACCOMMODATION GUARANTEES

Supporting and Communicating with Students

- 154.** Where the building programme for a new development or refurbishment is running late and rooms and/or the common parts serving them are unlikely to be ready for occupation and use as advertised, members must, at the earliest opportunity:
- inform everyone who has booked a room, in realistic terms, about the delay and/or inconvenience they are likely to experience and what support (such as alternative accommodation) will be put in place.
 - give students the option to delay their start date or take a place in alternative accommodation (either as a permanent solution or a temporary solution until the room they have booked is ready).
 - provide students with contact details at the university (and anywhere else, such as the students' union) where they can obtain further help and information.
 - contact any other relevant parties (including the students' union) to outline what action they are taking.
 - reflect any delay or temporary loss of amenity in all subsequent marketing material.
 - provide regular updates to students who have booked a room, for example if there is any further delay or what temporary accommodation the university has secured for them.
 - notify the affected students of any modification to their payment arrangements, what expenses will be paid for or reimbursed, and the need for students to provide the member with invoices or receipts when claiming expenses.
- 155.** If a room is not ready for occupation on the date that the occupancy agreement begins, members must endeavour to provide suitable and safe alternative accommodation as close as possible (in amenity and location) to the original accommodation. Members must engage with affected students to ensure that alternative accommodation will reasonably enable students to access their study, employment and social spaces.
- 156.** If contracted accommodation is not (or is unlikely to be) ready for occupation at the start of contracted period and the member is unable either to provide suitable and safe alternative accommodation or agree a late start date that is acceptable to the student(s), the member must promptly give the affected student(s) written notice of this fact and offer to release the student(s) from their contract.
- 157.** Members must give students the option to cancel their accommodation contracts if, four weeks after the contracted start date:
- the student continues to be housed in temporary alternative accommodation; or
 - the student continues to postpone their arrival date because the reserved accommodation or a reasonable permanent substitute is not available for occupation.



- 158.** Where this Code requires a member to give students the option to cancel, the member must allow the student(s) a reasonable opportunity to consider their options (say, 7 days). Members must not make any charge for students who do wish to cancel in these circumstances.
- 159.** Payment arrangements must be modified as follows if a student has booked accommodation in an accredited building and the accommodation will not be ready for occupation on time.
- If the student is postponing their arrival, rent will not be payable until the accommodation and the common parts serving it are fit for beneficial occupation and use.
 - If the student will occupy alternative accommodation, the member may charge an appropriate rent, but this must not be higher than the original rent.
 - If arranging alternative accommodation requires the student to enter into a contract with another provider, the member must (a) clearly explain the arrangement to the student, (b) release the student from their existing contract when the student enters into the new contract and (c) ensure the rent payable by the student for the alternative accommodation is no higher than the student agreed to pay the member and no higher than the rent payable for similar accommodation to the alternative provided. If the alternative provider requires more rent, the member must agree with the alternative provider and with the student to pay the difference.
 - If a substitute room does not include similar meal provision or catering facilities to the accommodation that was booked, members must ensure the cost to the occupant of feeding themselves is not higher than it would have been if the contracted accommodation had been provided. (Members have discretion on how to achieve this, such as a rent reduction, or reimbursement of meal costs at specified outlets).
 - If a student spends more than seven days in temporary accommodation without laundry facilities, members must pay, or reimburse the student for, laundry costs that the student reasonably incurs whilst they are living in the alternative accommodation.
 - When a student transfers from temporary alternative accommodation arranged by the member to the accommodation they booked (or to a longer-term alternative), the member must either provide an appropriate service to move all the student's belongings or pay, or reimburse the student for, the student's reasonable removal costs.
 - If a student incurs other reasonable additional out-of-pocket expenses as a result of being housed in alternative accommodation (for example, higher travel costs than they would have incurred if the building had been ready on time) members must promptly reimburse the student for those expenses.
- 160.** Where the booked accommodation included Wi-Fi, members shall ensure the alternative accommodation has a similar service which is free of charge to the student.
- 161.** Members must consider the needs of any person with a disability, and make reasonable adjustments where needed, to ensure that the alternative accommodation provision does not place them at a substantial disadvantage when compared with others who do not share that disability.
- 162.** Members must not unfairly limit or exclude their liability to students whose contracts they are not able to meet. Members should have a protocol that explains, to students who might be eligible, how to make a claim and any applicable deadlines or limitations. Before finalising any offer of compensation for affected students, the member must take into account all reasonable representations made by students and the students' union.



Accommodation Guarantees

- 163.** Members' accommodation guarantees must be clearly defined and realistic, so that it is only in exceptional circumstances that a member cannot meet its guarantee. Members must have in place contingency plans to address such situations. These plans should include providing students with assistance in finding and booking suitable alternative accommodation and must involve the member working with the students' union or other student representative body to support students who are affected.

SECTION 8: HEALTH AND SAFETY GENERAL REQUIREMENTS

- 164.** Members must modify, maintain and repair their residential buildings so that there are no category 1 hazards (as defined in section 2(1) of the Housing Act 2004). There must be no category 2 hazards that would be likely to result in enforcement action by the local authority.
- 165.** If the building is in a local authority area where minimum amenity standards apply, the building should meet the applicable local authority standards.
- 166.** Members must ensure that the residences and contents they provide meet all applicable requirements of health and safety legislation. Members must be able to evidence appropriate risk assessments and implemented management actions throughout their residential estate. In cases where a member relies on a relaxation or exemption (such as a might apply to a listed building, for example) the member must be able to evidence their entitlement to such a relaxation or exemption and show what alternative measures they have considered and implemented to ensure the health and safety of those using and visiting the building.
- 167.** Without reducing in any way, the general obligation to provide a healthy and safe environment, members must in particular assess the risk of significant foreseeable events such as fire, outbreak of disease or major breakdown of services/equipment and have procedures for dealing with them. The assessment and the procedures to follow if such an event occurs must be documented (e.g. in risk registers) and readily available for inspection.
- 168.** Students must be given clear advice and information on what action is to be taken in the event of an emergency e.g. how to access first aid provision, relevant contact details and mechanisms for reporting incidents and raising health and safety concerns.
- 169.** It must be a requirement in every tenancy or licence agreement for the student to maintain a reasonably safe environment for the workers who may have to enter the premises e.g. ensuring that cables to personal electrical equipment are safe.
- 170.** Members must have a business continuity plan in place for accommodation they manage or control. They must review the plan annually and stress test it, taking into account any newly emerging risks. The business continuity plan must be freely available as part of site policies and procedures. Appropriate staff must be made and kept aware of their responsibilities under the plan and given clear guidelines as to how, where and when the plan is to be activated.

SECTION NINE: HEALTH AND SAFETY MISCELLANEOUS

Kitchen Facilities

- 171.** All occupants must be provided with appropriate kitchen or pantry facilities which have been designed and installed having due regard for safety, industry practice and any local authority standards or guidelines. Users' instructions for all equipment provided by the member must be readily available.
- 172.** Kitchen facilities and kitchen equipment provided by the member must be kept in good repair and maintained in safe working order. In self-catering properties, there must be adequate and appropriate facilities for the preparation, cooking and storage (including cold storage) of food for the number of students who will need to use them.
- 173.** If there are any applicable local authority or planning permission standards or conditions, relating to kitchen provision and facilities for the preparation and storage of food, the member must meet them (or, where newly introduced, show that the member has a programme of work to achieve compliance within the next 12 months).

Bathrooms

- 174.** These areas must be provided with adequate ventilation and slip-resistant flooring. All sanitaryware must be in good working order and free from cracks and breaks. All toilets must have a fitted toilet seat. Showers must have either a suitable curtain or screen.
- 175.** All occupants must have ready access to a toilet, handwashing and bath or shower facilities and there must be sufficient provision of such amenities for the number of students who will need to use them. Where the building is in an area where the local authority has minimum standards for such provision, the member must comply with those standards (or, where newly introduced, show that the member has a programme of work to achieve compliance within the next 12 months).
- 176.** All en-suite facilities situated in occupants' rooms must be properly separated from sleeping and other areas, with adequate provision of natural or mechanical ventilation.

Furnishings and Storage

- 177.** Décor must be maintained in reasonable condition.
- 178.** All furnishings and furniture provided as part of the occupancy agreement must be clean and in reasonable condition at start of occupancy.
- 179.** All bedrooms must have, as a minimum, curtains or blinds, a bed, adequate storage space for clothes and personal effects and an area that is adequately equipped for study purposes.
- 180.** Unless they are provided in the bedroom, all occupants should have ready access to a shared adjoining area with a chair or sofa and a recycling and/or waste receptacle.

SECTION 10: ENVIRONMENTAL HEALTH AND COMMUNAL AREAS

- 181.** All planting and fences around residences must be well maintained and designed to minimise opportunities for concealment of intruders. Principal pathways and car parks must be hard paved (or have another suitable surface) and must be illuminated appropriately for the environment.
- 182.** Grounds must be cleared of rubbish and litter on a regular basis and kept tidy. Students must be encouraged to avoid causing, or adding to, litter. Consideration must be given to the provision of waste / recycling and cigarette disposal facilities.
- 183.** Policies on snow and ice clearance must be made available for residents in appropriate locations and must specify expected clearance times, including any different timings for different locations. Where residences adjoin the public highway, they must display advice regarding the local authority's responsibilities for snow and ice clearance.
- 184.** The member must demonstrate they have a management plan so that residential areas are kept free from pests and vermin and that they and the occupants keep properties well maintained and clear of rubbish to deter any potential infestation. Members must make the importance of reporting any suspected infestation clear to occupiers and give information on how to do this. Members must be able to give anticipated response times for reacting to a range of common infestations.
- 185.** Members must ensure that:
 - all areas are provided with adequate safe lighting, which is checked and maintained to ensure continued effective operation; and
 - where light switches are automated, they are set to allow sufficient time for occupants to reach their rooms, or to exit the building, before switching off.

SECTION 11: SAFETY AND SECURITY

Buildings

- 186.** Accommodation managed or controlled by members must be securable against intrusion. Members must carry out, review and update a security risk assessment of buildings registered under this Code, to include not just the enclosed spaces but a building's immediate surrounds and any communal space for residents' use within those surrounds. Particular attention must be paid to access control, surveillance of site perimeter and securing ground-floor and basement windows.
- 187.** All main entrances, flat entrances (where applicable) and individual bedroom doors must be lockable. Apart from authorised staff:
- the main entrance door must be accessible by all students living in the building.
 - flat entrance doors must be accessible by all students living in the flat; and
 - bedroom doors or studio entrances must be accessible only by the student occupant(s) of that room or studio.
- 188.** If there is a door that connects separate flats or units within a single building, this must be lockable and control of the lock must normally be only with authorised staff, rather than students (exceptions may include a student and their carer sharing adjoining connected rooms).
- 189.** To deter theft from and intrusion into student accommodation, all basement, ground-floor and first-floor windows must be of sound construction and fitted with a lockable system capable of being secured/opened from the inside without the use of a key.
- 190.** All windows above ground-floor level must be of sound construction and fitted with stops to prevent over-opening. Members should carry out periodic inspections to check whether any window restrictors have been tampered with.
- 191.** External doors and door frames to buildings must be well maintained and of strong, solid, safe construction and fitted with a secure locking system capable of being opened from the inside without the use of a key. If an electronic system is installed, it must be programmed to open in the event of a power failure or the sounding of a fire alarm.
- 192.** If an intercom entry system is fitted, it must not allow access to the building without the occupant being able to establish the identity of the caller. Members shall make information available to students about the risks of giving access to purported deliveries or callers they do not know.

Staff

- 193.** All personnel acting for or on behalf of the member (whether members of staff or contractors) must have photographic identification on display whilst at a building covered by this Code. Members must keep a record of all personnel who go into a bedroom or studio whilst the student is not there. The record may be kept by the member centrally, or there may be a record kept at each building.



- 194.** Members should undertake appropriate due diligence before allowing personnel access to buildings covered by this Code, having particular regard to any likely unsupervised contact with residents under the age of 18 or adults believed to be at risk. Members are expected to have a policy (formulated under the legislation applicable to their institution) which covers the level of vetting required, according to the role to be assigned to any personnel. The policy must make it clear that it includes contractors and their employees as well as personnel employed directly by the member or its subsidiaries.
- 195.** The procedures regarding the issuing of keys/access cards (including the replacement of lost keys) must be clear and transparent and arrangements for access in the event of lost keys etc. must be set out in the students' welcome pack or equivalent.
- 196.** All external security personnel (those who are not directly employed by the member) must be appropriately trained and qualified for their role, and the member must be able to show that they have checked this. If a licence or registration is required to lawfully carry out a particular function, the member must have checked that the applicable current licence or registration is in place.
- 197.** In-house staff (those who are directly employed by the member) undertaking safety and security duties must be provided with training and development commensurate with their role and the duties they are required to undertake.
- 198.** Training and development of relevant personnel is a continuing obligation to be carried out in conjunction with the member's ongoing assessment of safety and security matters, changes in industry practice and emerging safety and security legislation.

Emergencies

- 199.** Members must have in place a robust method for emergency communication with residents to enable the member to issue emergency notifications and guidance to students if needed. Members must make sure residents are aware of how notifications and guidance will be issued in the event of an emergency.
- 200.** Members must advise and from time to time remind students of the procedures to follow in the event of a personal emergency, such as how to summon an ambulance, as well as in large scale emergencies such as a fire that requires a building to be evacuated.
- 201.** Members must provide regular and consistent information to students on crime prevention and how to report a crime or report suspicious behaviour.
- 202.** Advice and information must be provided to students as part of an induction process and must thereafter be clearly and readily available to students preferably through a variety of media.

CCTV

- 203.** If a building covered by this Code is monitored by CCTV, statutory warning signs must be displayed in the foyer or on the external entrance to the building. It is good practice to repeat warnings in areas of the building where CCTV is in use.
- 204.** Members must be able to demonstrate that CCTV has been installed and is being operated in accordance with applicable legislation and codes of practice.



- 205.** Personnel whose duties include the operation of CCTV must be appropriately qualified for that function.
- 206.** Wherever bedroom windows are in the line of sight of CCTV cameras, they must be masked electronically for reasons of privacy (it is acceptable to view behind the mask, with the resident's consent, in the event that the window itself is a suspected crime scene).
- 207.** If CCTV covers the areas immediately surrounding accommodation units, trees and foliage must be suitably trimmed to ensure it does not interfere with intended lines of sight for the cameras.

Security Plans

- 208.** All buildings must have an adequate security plan appropriate to the nature of the building and its location. The plan must be made available for inspection within a reasonable time of an occupier's request. The plan must detail an appropriate level of management and practice, which must be followed to maintain reasonable and adequate security standards. The plan must stipulate as a minimum:
 - content and frequency of general security information and advice to be supplied to occupants.
 - specific security information for occupants of ground-floor rooms
 - how the accommodation will be monitored and controlled from a security perspective
 - expectations of the occupiers in terms of maintaining building security (which must also be communicated to occupiers).

SECTION TWELVE: LIFTS

- 209.** All equipment used for lifting, including passenger lifts, must be fit for purpose, appropriate for the task, safe to use and suitably marked. Members must be able to demonstrate compliance with all applicable legislation relating to lifts, including thorough and up-to-date risk assessments.
- 210.** Members must ensure that a thorough examination of lifting equipment is carried out periodically by a competent person. The competent person must have the appropriate practical and theoretical knowledge and experience and must be independent from the person who performs routine maintenance. The intervals between thorough examinations must not be longer than the applicable statutory period for the equipment in question.
- 211.** Members must keep a record of every thorough examination for the applicable statutory retention period. Members must make inspection records available within a reasonable time of receiving a request to see them from residents, The Code administrator or any competent authority.
- 212.** If there is a serious defect, the member must immediately take the lifting equipment out of service and must repair or replace the defective equipment as soon as reasonably practicable.
- 213.** Members must take action as soon as reasonably practicable, and in any event within the inspector's recommended timescale, to rectify any defect discovered during inspection or thorough examination that does not require the lift to be taken out of action completely. Members must repair or replace the defective lifting equipment within any time for rectification specified by the competent person or maintenance engineer and must not use it after that deadline unless the defect has been put right.
- 214.** Routine maintenance must be undertaken to ensure that passenger and goods lifts are kept in good working order and that all aspects of the lift are functioning.
- 215.** Members must keep a log of any and all times when a lift or lifts are not in operation and the reasons for this. The log may be kept centrally by the member, or there may be a separate log for each building. It must be possible to analyse the performance of each lift, so that any which are out of action frequently can readily be identified, assessed and appropriate action taken.
- 216.** Fire-fighting lifts and evacuation lifts must be inspected at least as often as required by law and applicable defect reporting procedures to the local fire and rescue service must be followed. Records of periodic checks must be available for inspection on request.
- 217.** Emergency arrangements for any persons trapped in a lift must be made clear to those trapped, staff must understand their role in reacting to any such incident and a system must be operated that allows for the swift release of any trapped persons.
- 218.** Where a failed lift means an occupant with a disability can no longer obtain access to their room, alternative access and escape arrangements must promptly be made. This may include providing alternative accessible accommodation if the period a lift is (or is likely to be) out of action is more than 12 hours.

SECTION 13: ENERGY AND WATER

Utilities : General

- 219.** Except in the case of emergencies or essential maintenance, energy and water supplies and drainage must be maintained without interruption. The member must be able to show that all installations are properly maintained and inspected and/ tested in accordance with applicable statutory requirements and relevant British Standards.
- 220.** Where students need to operate the controls of gas or electrical appliances provided by the member, clear instructions for their safe and efficient use must be provided close to the location of the appliance and students must be informed of how to request help if they cannot get the appliance to work.

Gas

- 221.** All means of use and supply of mains gas (and any alterations or repairs to them) must comply with all relevant legislation from time to time applicable to premises used for domestic or residential purposes or as sleeping accommodation.
- 222.** All gas appliances must be inspected and serviced annually by a Gas Safe-registered engineer (who must have the appropriate qualifications for the appliances in question) and verification of this inspection and servicing must be displayed in areas readily accessible to users of the appliances.
- 223.** Where gas appliances are located in a separate building from the residential accommodation, verification of the annual gas safety check and service must be displayed in areas readily accessible to users of the appliances.
- 224.** Clear written instructions for the safe use of all gas-fired central heating and hot water systems must be provided to occupants.
- 225.** Buildings must comply with any applicable regulations for the installation of carbon monoxide alarms.

Electrics

- 226.** All new and amended electrical installations must conform to the latest edition of BS 7671 : Requirements for electrical installations (also known as the Institution of Engineering and Technology (IET) Wiring Regulations) which at the date of this code is BS 7671:2018+A2:2022 and any person (who must be suitably qualified and competent) working on an installation must follow all relevant Guidance Notes for the standard.
- 227.** Members must ensure that all electrical installations are inspected and tested by a qualified and competent person at an interval of at least every 5 years and obtain an electrical installation condition report (EICR) from that person which gives the test results and sets a date for the next inspection and test. Members must make the EICR available to the person carrying out the next following inspection and test, which must be carried out by the date set in the EICR.



- 228.** Where an EICR shows that remedial or further investigative work is necessary, members must have completed this work within 28 days of the EICR or within such shorter period as may be specified in the EICR.
- 229.** Members must have a Portable Appliance Testing (PAT) policy which adequately ensures that any and all member-supplied electrical equipment which has the potential to cause injury is maintained in a safe condition.
- 230.** All portable appliances supplied by the member (for use by students or staff) must be inspected and maintained in accordance with the member's current PAT policy and instructions for the safe use of all member-supplied electrical appliances must be provided to the occupants.
- 231.** The member must make students aware of the PAT policy, which must set out clearly any arrangements or requirements which the member has in place for the testing of students' own electrical equipment.
- 232.** Members must have a procedure in place for dealing effectively with any potentially hazardous personal electrical equipment or any electrical equipment which is not being used in a safe manner. Members must make students aware of the procedure.
- 233.** Lighting throughout the building should at all times be capable of attaining the appropriate level for the area in question as recommended from time to time by the Chartered Institution of Building Services Engineers.

Water

- 234.** All premises must be provided with an adequate supply of hot and cold water through appropriately marked taps. There must be an adequate and readily accessible supply of wholesome drinking water. Any cold-water supply that is not drinking water must be clearly identified as such.
- 235.** Hot and cold water services must be installed, monitored and maintained safely and in accordance with applicable legislation and public health requirements.
- 236.** Members must follow, and be able to demonstrate compliance with, current applicable statutory codes of practice and statutory guidance for the control of legionella bacteria in water systems.
- 237.** All wastewaters must be removed via an appropriate trapped connection to the sewerage system, which itself must comply with all applicable statutory requirements. Members must have in place an effective procedure for dealing with blockages and responding to requests for repair or maintenance of wastewater disposal systems.

SECTION FOURTEEN: FIRE SAFETY

General

- 238.** Members must comply with all applicable and current fire safety legislation.
- 239.** Members must ensure that each building accredited under this Code has a fire risk assessment in place.
- 240.** Members must ensure that each building's fire risk assessment is reviewed regularly by a suitably competent person so as to keep it up to date and must keep records to demonstrate compliance. 'Regularly' may vary according to the building in question, but it should be at intervals of not less than once every 12 months and additionally on the occurrence of any major changes to the building or to fire safety legislation or practice. If a fire risk assessment recommends that it be reviewed within less than 12 months, the review must be carried out by the recommended date.
- 241.** Where a fire risk assessment requires remedial or additional action to be taken, or such action is identified during a fire risk assessment review, the member must without delay formulate an action plan. The action plan must include clear and proportionate timelines for completion of all items identified. The member must begin work as soon as practicable and continue to monitor implementation of the plan until all actions have been completed.
- 242.** Members must ensure that there is a fire safety policy in place which is communicated to residents and staff. The policy must identify how fire safety arrangements in the member's residential buildings are effectively planned, organised, controlled, monitored, and reviewed.
- 243.** Where a building has automatic fire detection and warning systems, those systems must comply with applicable British Standards (BS 5839 at the date of this edition of The Code).
- 244.** Members must ensure that all fire safety installations and systems are adequately maintained by a competent person in accordance with the relevant legislation, British Standards and manufacturer's instructions.
- 245.** Members must ensure all escape routes and emergency exits are kept clear from obstruction at all times. Members must have in place effective procedures for prompt, safe and lawful removal of obstructions. Emergency routes and exits must be adequately illuminated.
- 246.** Members must provide information on the building's emergency procedures to residents no later than the day they take occupation. Residents must be notified of any change to emergency procedures in good time before those changes are implemented. Members must display emergency and evacuation procedures prominently around the building and replace any displays which are worn, defaced or cease to be relevant.
- 247.** Members must inform residents of the function and importance of fire doors, explain which fire doors (if any) are part of an automated system, what to do if they suspect a fire door is not functioning, and the possibility of disciplinary proceedings if fire doors are tampered with. Members must keep records of inspections of fire doors.

- 248.** Members must ensure that all applicable staff and residents are aware of the procedure for the safe evacuation of the building and action to take in the event of fire alarm activation or on discovery of a fire. Members must use reasonable endeavours to carry out at least one fire evacuation drill for each residential building during the first term of each academic year. Where this is not reasonably practical due to the number of residential buildings involved, the member may stage fire drills over a longer period as part of a risk-based programme.
- 249.** Members must ensure that there are adequate arrangements in place for identifying and supporting residents who need additional or alternative means of being alerted to a fire or other emergency and for identifying and supporting residents who need assistance to leave a building safely. These arrangements must be documented, and relevant personnel must be trained in the use of any personal or general emergency evacuation plans. After a fire drill or actual emergency, the personal emergency evacuation plans should be evaluated and any necessary adjustments made.
- 250.** Members must ensure that where fire safety remedial works are carried out, disruption to residents is kept to a minimum without compromising safety. Residents should be informed of the works insofar as it impacts on them, in a timely manner. Where significant disruption is expected, suitable alternative accommodation should be offered.
- 251.** Members must manage the risk of fire safety proactively, having regard to the issues that frequently occur in student accommodation and emerging concerns in the sector, such as (but not limited to): covering smoke or heat detectors, activation of fire alarms without good cause, tampering with fire doors or other safety equipment, negligence when cooking, unsafe appliances, smoking and the use of incense or candles.

Fire Safety Remediation and Improvement

- 252.** If fire safety improvement or remediation works are required, members must use reasonable efforts to carry out the works at a time that is least likely to disrupt students' studies.

GLOSSARY

ANUK	Accreditation Network UK, the body behind 2 of the approved codes of practice under the Housing Act 2004. ANUK is administered by Unipol Student Homes (company number 03401440)
CAS	This Code's Compliance Assurance and Scrutiny Board. The functions of the CAS are outlined in the preface of this Code.
CMS	The Code Management System used by The Code and its members to collect, store and retrieve templates, and other documents that underpin this Code, as well as information and guidance.
CUBO	College and University Business Officers – an association co-ordinated by Professional HE Services Ltd (company number 08080702)
EICR	Electrical installation condition report
FEP	Further education provider
GB	This Code's Governance Board. The functions of the GB are outlined in the preface of this Code.
HEI	Higher education institution
HMO	House in multiple occupation.
OIAHE	The Office of the Independent Adjudicator for Higher Education
PAT	Portable appliance test
PBSA	Purpose-built student accommodation – usually larger buildings specially built, or in some cases converted, for use as student accommodation.
UUK	Universities UK/GuildHE
EPC	Energy performance certificate
MEES	Minimum energy efficiency standards

INTERPRETATION

- 1.** References to ‘this Code’ or ‘The Code’ are references to this Universities UK/GuildHE Accommodation Code of Practice for management of student housing.
- 2.** In this Code ‘must’ is used for mandatory requirements; ‘should’ is used for recommended actions and ‘may’ permits a member to use its discretion.
- 3.** A reference to legislation includes Acts of Parliament, Regulations, Orders, Directives, Statutory Codes of Practice, byelaws and Statutory Guidance for the time being in force. ‘Statutory’ refers to something prescribed by legislation.
- 4.** Where reference is made to a British Standard, the reference includes any amendment or variation to, or replacement of, that Standard introduced after the date of this Code.
- 5.** A reference to a governing body, supervisory authority, association or similar includes a reference to any body, authority or association that takes over its functions after the date of this Code.
- 6.** The words ‘occupant’, ‘occupier’, ‘resident’, ‘student’ and ‘tenant’ are mostly used interchangeably for variety. Where a wider or narrower interpretation is intended (for example, not all residents will necessarily be students) this should be clear from the context.
- 7.** Where Code requirements apply to “all buildings”, “all accommodation” or similar, they apply only to buildings registered with this Code unless explicitly stated otherwise.

APPENDIX A

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

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

	Available	Who	Provider	Points	Educational Establishment	Points
Marketing	1	Both	Yes	1	Yes	1
Rent Collection	1	Both	Yes	1	Yes	1
Occupancy Agreement	6	Both	Yes	6	Yes	6
Hard Facilities Management	2	Both	Yes	2	Yes	2
Soft Facilities Management						
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
Residential Relations	2	Both	Yes	2	Yes	2
Residential Cover	1	Both	Yes	1	Yes	1
Total Points				18		18

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





UUK/GuildHE Accommodation The Code of Practice

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