

Code of Standards for Larger Developments

for student
accommodation
managed and controlled
by educational
establishments

Finalised for approval on 20th February, 2006

2007

CODE OF **STANDARDS** FOR LARGER DEVELOPMENTS



The National Code of Standards for Larger Developments

for student accommodation managed and controlled by educational establishments

2007

Introduction

This Code is specifically designed for student accommodation that is occupied solely or principally by persons for the purpose of undertaking a full time course of further or higher education at the establishment providing the accommodation.

The Code establishes a set of standards with particular relevance to developments tenanted by students. It covers all developments managed and controlled by educational establishments except head leased properties.

Student Accommodation has particular needs and procedures relating to its ongoing management and this Code reflects this.

The purpose of the National Code is to enable educational establishments and students to agree a transparent and useful set of undertakings about how they wish to do business with one another.

The criteria in the Code have been chosen to reflect a balance of common sense obligations and responsibilities between the managers of student accommodation and tenants and set benchmark standards which are achievable by managers without significant expenditure of time and money and without prejudice to their respective legal rights.

Compliance with the Code will ensure that:

- Both managers and tenants enjoy the benefit of good standards of housing management and practice.
- Misunderstandings and disputes are reduced.
- Where problems do occur they are promptly resolved.

In all cases the fact that an educational establishment has agreed to comply with the Code will be made explicit on letting and marketing materials and tenant information and the Code will be actively and positively promoted amongst students.

The Code enjoys the support of the National Union of Students (NUS), the Office of the Deputy Prime Minister, The Accreditation Network UK (ANUK), the Chartered Institute of Environmental Health Officers (CIEH), and UniversitiesUK, its secretariat is based at Unipol Student Homes. The customer service reputation of those that maintain compliance will be enhanced in contrast to those that either choose not to operate within such a Code or fail to honour their agreement to work within it.

Adoption of the Code by an establishment is entirely **voluntary**. Making a commitment to abide by the Code is a serious matter and a failure to meet such a commitment is a breach of faith. The National Code Committee of Management undertakes a number of verification and compliance tests for the purpose of ascertaining compliance with the Code and tenants can complain where they feel a breach has occurred.

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

Many student accommodation 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.

The answer to each question attracts a number of points. The points are loaded to reflect the importance of each item as determining control and management. *For the purposes of determining eligibility to sign this particular Code, the educational establishment must have the higher score.*

The scoring system and guidelines for answering the questions can be found in annex 1 at the end of the Code.

Head Leased Properties

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

Legislative Implications

By agreeing to abide by this Code, educational establishments may be exempt from HMO Licensing under the Housing Act 2004, subject to Regulations made under paragraph 4 of Schedule 14 of the Housing Act 2004.

Section 233 of the Housing Act 2004 provides that the appropriate national authority (the Secretary of State in England or The National Assembly for Wales) may by order approve a code of practice (whether prepared by that authority or another person) laying down standards of conduct and practice to be followed with regard to the management of houses in multiple occupation or of accommodation excepted from the definition of HMO for all purposes of the Housing Act 2004 other than Part 1. Approval of a code under Section 233 of the Housing Act 2004 does not have the effect of making a breach of that code an offence nor does breach create a civil liability. However, the code may be used as evidence of good practice by a court or tribunal. The Code itself in no way compromises any legal action that either the tenant or the educational establishment may wish to take separately: it provides an additional voluntary layer of rights and responsibilities.

There is a discretion for the appropriate national authority to exclude from the definition of an HMO, for the purposes of licensing, a university or other higher education establishment-managed or controlled accommodation (under section 254(5) and Schedule 14, paragraph 4 of that Act. They may be excluded on the basis that each establishment and its buildings so excluded would be managed in conformity with a code of practice approved under section 233.

This is a code which, subject to approval under section 233, is intended to apply to student accommodation managed or controlled by educational establishments that may be excepted from the definition of HMO for all purposes of the Housing Act 2004 other than Part 1.

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

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THE CODE OF STANDARDS FOR LARGER DEVELOPMENTS

EQUAL OPPORTUNITIES

- 1.0 Managers will ensure that all accommodation allocation procedures comply with any existent equal opportunities policies that apply to their educational establishment. Where these do not exist, the educational establishment will ensure that no person or group of persons applying for accommodation will be treated less favourably than any other person or group of persons because of their race, colour, ethnic or national origin, gender, disability, appearance, age, marital status, sexual orientation or social status.
- 1.01 As part of its commitment to assist those with disabilities, it is agreed that charges for rooms adapted for use by students with disabilities do not exceed the normal room rate for that development.

MARKETING PRIOR TO LETTING PROPERTY TO TENANTS

Managers will ensure that:

- 2.00 All property details are reported accurately without misrepresentation to prospective tenants. This will include details provided in prospectuses, brochures and Websites;
- 2.01 All prospective tenants are informed about any contractual terms under which the property is offered, including those relating to any fees payable in addition to rent, such as booking fees, utility charges, deposits, insurance, Web or telephone costs;
- 2.02 Where a booking fee is charged that fee is a standard published fee for all tenants and information will be provided on: the cost of the fee, the nature of the reservation being made, arrangements for cancelling the booking and returning the fee, the point at which the fee would not be returned if a tenancy was not entered into, the manner in which the booking fee will be returned to the tenant when a tenancy is entered into. In all cases a receipt will be given to a tenant for the booking fee and the conditions of levying and returning, or not returning, that fee will be stated on that receipt;
- 2.03 No other monies for deposits or rent are demanded prior to the signing and exchange of any letting agreement;
- 2.04 All tenants are provided with a written copy of the letting agreement at the time they sign that agreement or at the time that they pay any booking fee or deposit;
- 2.05 Any contracts used do not include terms that are in breach of the Unfair Terms in Contracts Regulations 1999;
- 2.06 Where a building is new, or undergoing refurbishment and the building programme is running late and where this may result in pre-let rooms not

being ready for occupancy, the manager informs the future tenant at the earliest possibility of this likelihood and its consequences for them;

- 2.07 In the event that a room is not ready for occupation on the date that the tenancy begins then a suitable alternative room is provided, by the educational establishment, in an adjacent building or, in any event, in a building within half a mile of the original development. The replacement facility must provide an equivalent level of services and amenities previously contracted for. If an alternative room is not available on the terms above then a hotel room will be secured and any amount paid for rent during the period of temporary occupancy will be refunded to the tenant by the educational establishment. If no self-catering facilities are provided in any accommodation offered then breakfast and one other meal will be provided, or arrangements for receiving these meals will be provided.

Rent Liability

Managers will ensure that:

- 2.08 Prospective tenants are issued with a clear statement of the rent due to be paid, including the dates, amounts and methods of payments due to be made during the contract;
- 2.09 Prospective tenants are issued with written receipts for all monies received, whether in payment for rent, deposit, utility or service charges. Where any transactions are undertaken in cash a written receipt will always be provided by the manager.

Contact Details for Staff and Student Care

Managers will ensure that:

- 2.10 the name, address and any email address of those responsible for the management function of the building, together with a standard notice affirming membership of this Code (supplied at the time of signing) will be clearly displayed on a fixed notice board located either in the entrance lobby or a common facility in the development. If there is no main lobby then this will be affixed to the wall at the bottom of the main stairwell to the building;
- 2.11 The name and contact details of all staff involved in the management of the development will be provided to tenants at the commencement of their tenancy, including the times that they will be available and specifying their duties.

Student care is an important part of the care package supplied to students by educational establishments. The establishment will ensure that:

- 2.12 A residential presence will be maintained in any development which houses in excess of 150 students and, where the development is larger there will be a minimum ratio of 1 residential presence for every 250 student occupants;

- 2.13 The residential presence can be a member of staff, or maybe a student, living in the premises for the period of a normal student tenancy.
- 2.14 Staff have a clear understanding of what their role is and what their duties are. Those details will have been provided to them at the point of engaging with those duties either in the form of a job description, personal specification or an agreement between the educational establishment and the person concerned. Those duties will also be made clear to student residents living within the building.
- 2.15 Staff receive at least 1 day structured training prior to commencing their responsibilities and establishments should ensure that this training includes information on who to contact in other agencies, statutory services and resources within the establishment itself. Also included in the training should be information about anti-social behaviour: how to identify it, respond to it and refer issues to others who can deal with this.
- 2.16 Staff have access to back-up from on-call staff in the event of a significant emergency and are provided with names and contact numbers of those staff.

State of Repair

Managers will ensure that:

- 2.17 All tenants are provided with an up-to-date inventory of their room/flat that indicates the state of repair of fixtures and fittings at the time their tenancy commenced. If no inventory is issued, no deductions from deposits will be made at the end of the tenancy in respect of the condition of the furniture and fittings. Where a standard furniture kit is available in all rooms in a development, a list of fixtures and fittings can be provided which would allow for deposit deductions in respect of items that are found to be missing from the room at the end of the tenancy period.

DURING THE TENANCY

Ensuring Possession

Managers will ensure that:

- 3.00 Statutory notices requiring possession are served on existing tenants in order to mitigate any delay or hardship that may be caused to the manager or incoming tenants.

Access

Managers will ensure that:

- 3.01 Where access is required for routine inspections, each affected tenant receives notification of the date, time and purpose of the visit not less than 24 hours in advance, except in circumstances where issuance of such notice is impractical; and that tenant privacy and entitlement to quiet enjoyment is respected. Where a regular cleaning service is provided this notice is inapplicable so long as cleaning staff access the

tenant's premises in line with information given at the commencement of the tenancy regarding the provision of cleaning services;

- 3.02 Where a building is under snagging and defects procedures being undertaken by the builder and work needs to be carried out on a regular basis tenants are informed of this and the timescale for the programme of works, in advance of those works. Where practical, the contractors and their subcontractors will be escorted by a representative of the educational establishment to ensure that access is properly ordered and that work being undertaken is not unduly disruptive of occupants. Contractors should not enter against tenants wishes unless required to do so by the owner because of an emergency;
- 3.03 Business is pursued in a professional, courteous and diligent manner at all times.

Fines

Managers will ensure that:

- 3.04 Tenants are not subject to an internal fining system within their tenancy arrangements. Costs of any damage caused by tenants will be deducted from any deposit held or by other means sanctioned by law.

Repairs and Maintenance

Managers will ensure that:

- 3.05 Tenants are provided with information about how to report any repair/maintenance issues and to whom these should be addressed;
- 3.06 The development is maintained in a way that complies with all statutory and local authority regulations relating to HMOs and/or purpose built developments;
- 3.07 Any repair or defect works that are required meet with the following performance standards
Priority One – Emergency Repairs – are completed within 24 hours of a report of a defect. These would be any repairs required to avoid a danger to health, a risk to the safety of residents or serious damage to buildings or residents belongings;
Priority Two – Urgent Repairs – are completed within five working days of report of the defect. These would be any repairs which materially affect the comfort or convenience of the residents;
Priority Three – Non-Urgent Repairs – are completed within 28 days of a report of a defect. These would be any repairs not falling within the above categories;
- 3.08 Maintenance and servicing programmes, such as gas appliance servicing, window and guttering cleaning, exterior and interior painting, are carried out in a planned and cyclical manner and with due regard to the convenience of tenants;

- 3.09 In a building with more than three floors, notice of external window cleaning and painting is given not less than 24 hours before those activities commence;
- 3.10 Where a dispute arises between the manager and tenant/s as to when a repair has been reported then the date on which the repair was reported to the manager in writing will be the accepted date;
- 3.11 Contractors will remove all redundant materials and debris from site on completion of works in a reasonable time and will behave in a professional and courteous manner at all times.

Cleaning and Maintenance of Communal Areas

Managers will ensure that:

- 3.12 Full details of the times for cleaning and maintaining communal areas are provided to tenants in writing or displayed on appropriate notice boards within the development.

Furniture and Storage Space

Managers will ensure that:

- 3.13 All study bedrooms contain a bed, adequate clothes storage space, a desk, chair, and curtains which are hung properly;
- 3.14 All furnishings and furniture are clean and in reasonable condition at the commencement of the tenancy and comply with the relevant fire safety legislative requirements relating to furniture and furnishings – Furniture and Furnishings (Fire) (Safety) Regulations 1988.

Kitchen Facilities

Managers will ensure that:

- 3.15 Shared kitchens are designed and installed having regard to safety and are of such layout and size and equipped with such facilities so as to adequately enable the storage, preparation and cooking of food and comply with any standards required by the local authority for this type of development.

Toilet and Personal Washing Facilities

Managers will ensure that:

- 3.16 Adequate WC, wash basin, and bath and/or shower facilities are provided, and in compliance with any standards laid down by the Local Authority for this type of development;
- 3.17 All WCs situated in tenants' rooms are properly compartmentalised, with adequate provision of natural or mechanical ventilation;
- 3.18 When a room is described as *en suite* this means that it has a bath/shower, wash basin and toilet which form a self contained amenity for the exclusive use of the tenant occupying that room and that this

amenity is accessible without recourse to any corridor or passageway used by other occupants.

Laundry Facilities

Managers will ensure that:

- 3.19 Facilities are provided for the washing and drying of clothes. Where a launderette is provided the ratio of Washer/driers to tenants should be no greater than 1:75 and consideration should be given to the possibility of machine malfunction.
- 3.20 Where a laundrette is provided within a development and that facility is provided as an amenity in the particulars of the letting at the point of establishing a tenancy, details of the organisation responsible for the management and ownership of the laundrette are displayed and information on how to report repairs supplied to the tenants. If the facility is not accessible 24 hours a day then tenants will be informed about opening times.

Mail deliveries

Managers will ensure that:

- 3.21 Tenants are informed of procedures for the distribution of incoming mail and where it can be collected from. Tenants must be able to access their mailbox from a secure area, preferably accessible from within the building.
- 3.22 Where mail is not delivered through a letterbox into the room or flat of occupancy, then mail is delivered in conveniently located, lockable, secure, mailboxes;
- 3.23 Where the manager of the building is responsible for the distribution of mail, this is delivered on all normal Monday to Friday working days, not more than 24 hours from the time of the mail being delivered at the building. Mail received over public holidays and weekends must be delivered not later than 24 hours after a normal working day occurs. The manager is not required to take delivery of parcels and larger items of mail, but in these circumstances notification that such items can be collected from a central depository must be given within the timescale above. Where a manager accepts parcels then notification of these items must be given to tenants within the timescale above;
- 3.24 Tenants are informed of any mail forwarding arrangements not less than 14 days before the end of any tenancy. It is not necessary for managers to agree to forward mail but this must be made clear to tenants, in advance. Where no forwarding service is offered, undelivered mail must be returned to the sender with the notification "gone away" on each item.

HEALTH AND SAFETY

Housing Health and Safety Rating System

Managers will ensure that:

- 4.00 In consultation with the Local Authority, buildings are maintained in compliance with the requirements of Part I of the Housing Act 2004 (see appendix 3 dealing with the Housing Health and Safety Rating System)

Gas Appliances and Supply

Managers will ensure that:

- 4.01 All means of use and supply of mains gas and alterations and repairs to gas installations must comply with the current Gas Safety (Installation and Use) Regulations;
- 4.02 All gas appliances are serviced annually by a Council of Registered Gas Installers (CORGI) engineer and verification of this servicing within the development/flat is provided to each tenant;
- 4.03 Clear written instructions for the safe use of all central heating and hot water systems are provided to the tenants.

Electrical Installations and Appliances

Managers will ensure that:

- 4.04 They possess a current Periodic Inspection Report (based on Appendix 6 of BS 7671) showing that all electrical installations are in satisfactory condition. The inspection must be carried out by a competent electrical engineer (preferably National Inspection Council for Electrical Installation Contracting or Electrical Contractors Association) to show that the installation is safe and satisfactory and had been tested within the last 5 years;
- 4.05 All repairs and improvements to electrical installations comply with the current edition of the Institute of Electrical Engineers Wiring Regulations and meet with BS 7671;
- 4.06 Reasonable steps are taken to ensure that all electrical appliances provided by them are functioning effectively, in accordance with manufacturers' operational instructions, and in a safe manner. Portable Appliance Testing (PAT) would be one satisfactory method of ensuring this, another would be to install circuit breakers. Appliances must be regularly visually inspected for wear and tear by the managers and any defects remedied. Tenants are provided with information about how, and to whom, any defects should be reported;
- 4.07 Instructions for the safe use of all electrical appliances are provided to the tenants and isolator switches properly labelled;
- 4.08 When a room is described as having central heating, this comprises of a heater that can be controlled within the room or flat, adjustable by a timer that allows control over a minimum 24 hour period. An electric

panel heater with an on/off or booster switch that allows a preset period of use may be regarded as electric heating.

Energy Efficiency

Managers will ensure that:

- 4.09 All Developments built before 2002 are provided with a reasonable level of energy efficiency installations;
- 4.10 Tenants are given advice on how best to heat the accommodation and use hot water in an energy efficient way when using the facilities provided.

Fire Safety

Managers will ensure that:

- 4.11 All developments are provided with properly maintained fire safety installations, and instructions for their use, necessary to enable the tenants to safely evacuate the building in event of a fire where this is required. These will be provided with fire safety measures in accordance with current legislation and may include by way of example:
 - a fire escape route with a minimum of 30 minutes fire resistance
 - an automatic fire alarm system
 - an emergency lighting system sited to protect the route of escape

The design and detail of the measures are determined in accordance with a fire safety risk assessment and in consideration of the local authority's HMO standards;

- 4.12 Fire alarm and detection systems are maintained in proper working order, systems are tested regularly, and an annual inspection and test of the entire system is carried out by a suitably qualified engineer;
- 4.13 A log book or certificate is kept containing information on when the testing and inspection of the fire alarm system was carried out and by whom;
- 4.14 Documentation is available to certify that the fire alarm and emergency lighting systems have received annual checks and are in proper working condition;
- 4.15 Tenants are provided with clear written guidelines on the fire safety procedures, including details of the safety measures installed, why they are there, how they operate and what to do in the event of a fire;
- 4.16 Notices containing this information is displayed in all rooms and communal areas;
- 4.17 All exit routes within the building, such as hallways, landings and staircases, so far as they are under the control of the landlord and as far as reasonably practical, are maintained safe and unobstructed to enable evacuation of the dwelling in the event of fire.

Security Measures

Managers will ensure that:

- 4.18 External doors to the building are of strong, solid, safe construction and fitted with a secure locking system capable of being opened from the inside without use of a key (if an electronic system is installed then it will be programmed to open in event of a power failure). Door frames should be of a strong construction and well secured;
- 4.19 Any intercom entry system, where installed, prevents access to the building without the tenant being able to establish the identity of the caller;
- 4.20 Ground floor and upper storey windows accessible from ground level are of sound construction and fitted with a lockable system capable of being opened from the inside without the use of a key. Occupants of ground floor rooms will be provided with specific security information;
- 4.21 The building has a security plan detailing an appropriate level of management to maintain security standards and this plan can, on request, be shown to tenants. The plan should also stipulate what security information will be supplied to tenants.

The Environment

Managers will ensure that:

- 4.22 All developments are provided with adequate refuse disposal facilities for the number of occupants;
- 4.23 Where waste facilities are used by more than 10 tenants then a waste disposal plan exists for the building which can be consulted by tenants, on request. Tenants must be informed, not later than 24 hours of moving into the building, of waste collection arrangements. Where the local authority operates a recycling scheme, the waste disposal plan will conform to the relevant standards for recycling refuse.
- 4.24 The perimeter of all developments and any surrounding grounds are maintained in good order and are free of waste and litter as far as is reasonably practicable;
- 4.25 Where a garden area exists this is properly maintained and not be allowed to become overgrown. The path to and from all external doors will be kept in good repair and free from obstruction;
- 4.26 Where a garden or gardens exist these are retained as soft planted areas (this includes low maintenance gravelling with planting), although paths may be added. Plants and shrubs will be properly maintained and not be allowed to obstruct the pavements or other public areas surrounding the property;
- 4.27 Hedges and bushes are kept trimmed low wherever practical to avoid providing screening for criminal activities;

- 4.28 Neighbouring residents have access to and are eligible to use the complaints procedure (7.00 and 7.01). A neighbour is defined as a resident within the same or adjacent street within 200 metres of the property.

Communal Lighting

Managers will ensure that:

- 4.29 All internal and external communal areas are provided with adequate safe lighting;
- 4.30 Where light switches are fitted with automatic timers they allow sufficient time for tenants to reach their rooms or to exit the building before switching off;
- 4.31 No more than five lamps fail on external lighting before those lamps are replaced and no more than three lamps fail on stairwells and corridors before those lamps should have been replaced.

AT THE END OF THE TENANCY

Deposits

Managers will ensure that:

- 5.00 Deposits, where required, are administered efficiently and reasonably and are not withheld for any purpose other than for which they are levied;
- 5.01 Tenants are issued with clear written guidelines regarding the standard of cleaning and other arrangements that will be expected when the tenancy comes to an end;
- 5.02 Subject to paragraph 5.03, deposits are returned to former tenants within four weeks of the end of the tenancy;
- 5.03 Where monies from deposits have been retained to offset costs incurred, any remaining balance is returned within the timescale set out in paragraph 5.02 together with a written statement of account providing details of all and any deductions that have been made.

References

Managers will ensure that:

- 5.04 Following a written request from a former tenant, a reference will be provided.
- 5.05 Letters of reference are based on the performance of the named individual during the period of the tenancy only, or in the case of a joint tenancy those within the tenancy.

DISPUTES

Where disputes arise with tenants, managers will ensure that:

- 6.00 They respond reasonably and promptly to tenants or their representatives. Where a parent of a tenant is making a complaint then the tenant will confirm in writing that this constitutes their representative;
- 6.01 They make written response to any correspondence from tenants or their representatives within three weeks of its receipt;
- 6.02 Any settlements or agreements reached are honoured within three weeks of the settlement being agreed;
- 6.03 They maintain courteous professional relations with tenants during any dispute.

Complaints

Managers will ensure that:

- 7.00 Within four weeks of receipt of any written complaint from a tenant (or their representative) they rectify any breach of this Code of Standards or, where any allegations are contested, enter into correspondence with the tenants or their representative; (Appendix 2 describes the complaints resolution procedure)
- 7.01 Where such a breach is contested, or where rectification is not made in accordance with 7.00 above, they recognise the authority of a Tribunal which will determine whether or not a breach of the code has occurred and make recommendations accordingly. In the event that such recommendations are not followed by the manager then they will be deemed to be in breach of the Code and this fact will be made public to prospective tenants. The Tribunal will have the authority to exclude any owner from the Code.

Data Protection

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

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

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ANNEX 1

National Code of Standards for Larger Developments

For student accommodation managed and controlled by educational establishments

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

Many larger student accommodation 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
Tenancy -	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
Tenancy 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

The term "educational establishment" means just that and "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 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.

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

HardFM - 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 FM - 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 hours 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

Tenancy Relations - who would deal with tenant issues and support, for example, students wishing to leave, inter-tenant friction, noise and anti social behaviour, mental health problems

Residential Cover - who provides over night residential cover to deal with tenant 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 tenants 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.

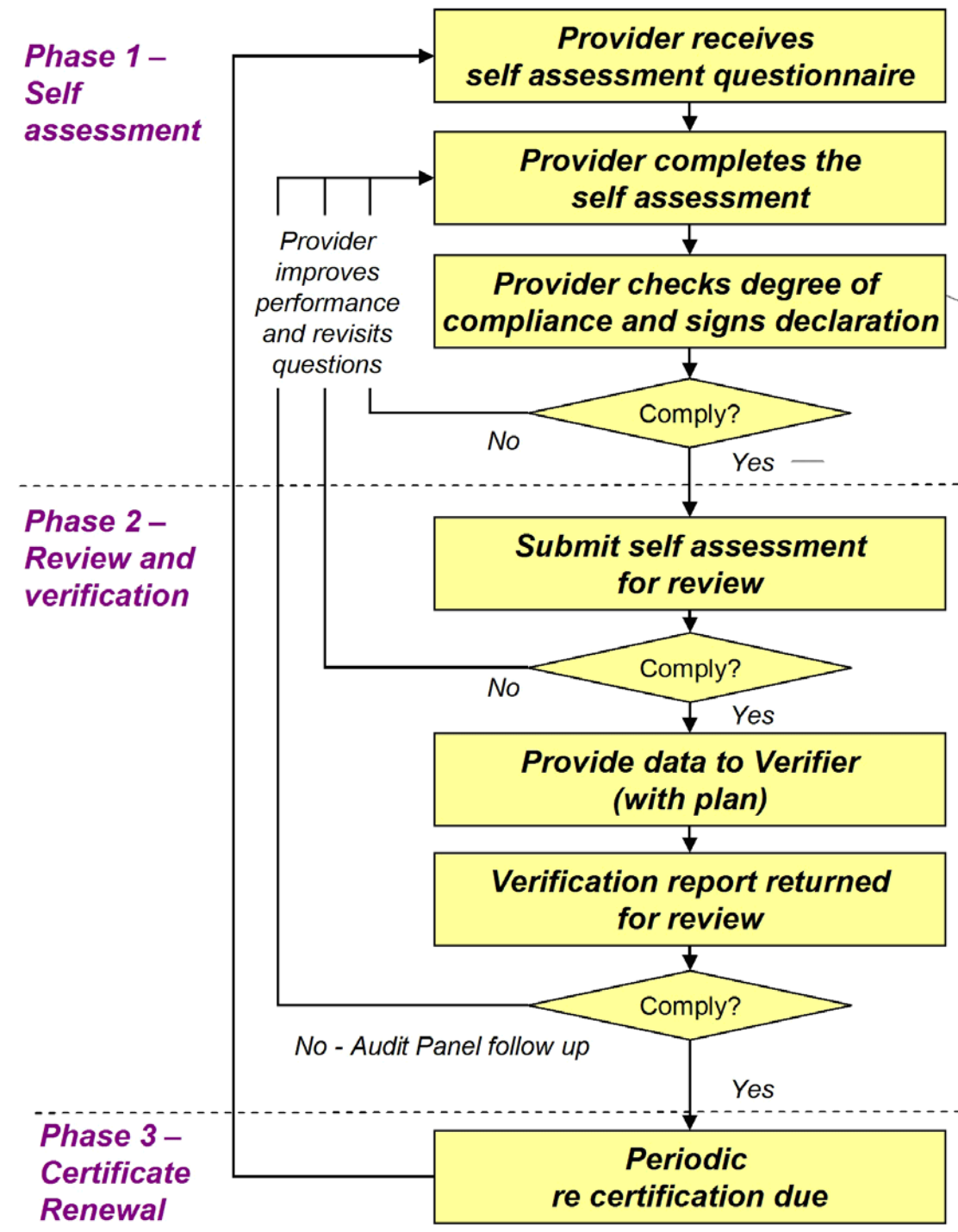
Determination of Whether Development is Managed and Controlled by an Educational Establishment

Name of Development/Area: **Blank**

	Available	Who	Provider	Points	Educational Establishment	Points
Marketing	1	Both	yes	1	yes	1
Rent Collection	1	Both	yes	1	yes	1
Tenancy	6	Both	yes	6	yes	6
Hard FM	2	Both	yes	2	yes	2
Soft FM						
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
Tenancy 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 development only if it scores the most points

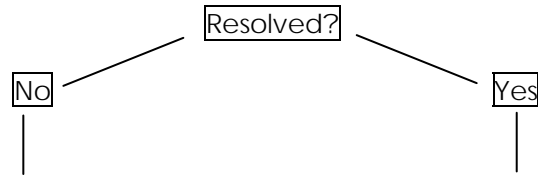
Appendix 1 - Audit and Compliance Framework



Appendix 2 – Complaints Procedure

A. Breach of Code alleged

B. Matter raised with accommodation provider

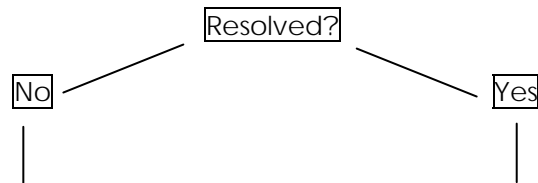


C. Formal Complaint submitted to National Code Administrator

No further action

|

D. NCA contacts provider outlining the complaint and requesting a response



E. Matter referred to Chair of Tribunal

No further action

F. Chair considers the complaint and has two possible courses of action:

Chairs Ruling - Chair decides, in consultation with Vice chairs, if case is serious enough to be referred to the full tribunal. If not the Chair makes the ruling and details appear on the website

Full Tribunal – Complaint is heard by panel consisting of a maximum of nine people – Chair, two members of the consortium (at least one from the National Union of Students), three owner representatives, one person from the local authority, one person from the local student union, one person from the educational establishment (where appropriate). Owner and tenant/s will attend to state their case. Tribunal's decision will be posted on the website and remain in the public domain for three years

Appendix 3 – Housing Health and Safety Ratings System

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

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

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

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

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

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

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

Schedule 1 - Educational Establishment Developments Signed-Up to this National Code (England) as of 30th June 2006

Educational Establishment	Name of Development
Blackpool & Fylde College	Fleetwood Nautical Halls of Residence
Bradford College	Doris Birdsall Halls
Bradford University	Bradford Hall
	Kirkstone Hall
	Longside Hall
	University Hall
Chichester College	Blackboy Court
	St Christophers Close
	Westgate Halls
Hillcroft College	Powell House
Leeds Metropolitan University	Kirkstall Brewery
	Sugarwell Court
	Woodhouse Flats
London Metropolitan University	The Arcade, Islington
	James Leicester Halls, Islington
	John Bell House, Tower Hamlets
	Tufnall Park Hall, Islington
Loughborough College	New Gables
Nottingham Trent University	Brackenhurst Residences
	Canterbury Court
	Clarendon Court
	1-9 College Drive
	Gervase Residence
	Gordon House
	Fletcher Terrace
	Mill House
	Seeley House
	21 Waverley St
Plumpton College	Main Building
	New Hostel
Rodbaston College	Campus Accommodation
The Royal Veterinary College	Northumberland Hall, Hatfield
	Odiham Hall, Hatfield
	College Grove, Camden, London
University of Chichester	Charlotte House, Bognor Regis
	The Dome, Bognor Regis
	Longbrook, Bognor Regis
	Smith Halls, Bognor Regis
	Havenstoke Close, Chichester
	New Bishop Blocks, Chichester
	Old Bishop Blocks, Chichester
	Pinewood House, Chichester
	Standard Blocks, Chichester
University of Hertfordshire	College Lane, Hatfield
	De Havilland Campus, Hatfield
University of Leeds	Bodington Hall
	Bretton Campus, Wakefield
	Charles Morris Hall
	10/10a Springfeild Mount
	12 Springfield Mount
	14 Springfield Mount

	32 Springfield Mount
	Clarence Dock
	Devonshire Hall
	The Orchards
	Coach House
	Ridgefield House
	Ruse House
	Grosvenor Court
	Springhill House
	Elmfield House
	Ellerslie Hall
	10 Clarendon Place
	17 Clarendon Place
	27 Clarendon Place
	15-19 Lyddon Terrace
	37-41 Lyddon Terrace
	Henry Price Residences
	Leodis Residences
	Lupton Residences
	Lyddon Hall
	13-21 Cromer Terrace
	25 Cromer Terrace
	27-31 Cromer Terrace
	Montague Burton Residences
	North Hill Court
	North Hill House
	Oxley Residences
	Sentinel Towers
	Shimmin Flats
	St Marks
	Tetley Hall
	Burton Grange
	Burton Lea
	Heathfield Cottage
	Moorfield Lodge
	Moor Grange
	38 Moor Road
	The Lodge
	20 Clarendon Place
	28 Clarendon Place
	30 Clarendon Place
	52 Clarendon Road
	27a Cumberland Road
	3 Kingston Terrace
	11 Lyddon Terrace
	13 Lyddon Terrace
	33 Lyddon Terrace
	35 Lyddon Terrace
	11 North Grange Mount
	8 North Hill Road
	12 North Hill Road
	14 North Hill Road
	18 North Hill Road
	7-11a Springfield Mount
	16 Springfield Mount

	18 Springfield Mount
	20 Springfield Mount
	22 Springfield Mount
	24 Springfield Mount
	26 Springfield Mount
	28 Springfield Mount
	30 Springfield Mount
	White Lodge
	8 Wood Lane
	14 Rokeby Gardens
	13/17 Shaw Lane

National Code of Standards for Larger Developments - For student accommodation managed and controlled by educational establishments

DECLARATION

We (Educational Establishment)

of (Establishment's Address)

Telephone contact number:

Website:

E-mail Address:

declare that:

I/we wish to join the Code of Standards for Larger Developments from January 1st 2007 - 31st December 2007 and that we agree to meet all the terms and conditions of the Code and abide by the regulatory mechanisms and complaints procedure as stated in the Code.

I/we wish to declare that our developments listed on the attached schedule meet with the terms and conditions of the Code

I/we agree to meet the cost of joining the Code at 0.87p (plus VAT) per bed space (NB the minimum fee for membership is £250, inc VAT), and accept that my registration covers from the period below (as dated) to 31st December 2007 (cheques should be made payable to Unipol Student Homes).

I/we wish to declare that our developments (as listed on the attached schedule) meet with the terms and conditions of the Code.

I/we accept that it is an important part of the Code to inform tenants of our membership and each tenant will be provided with either an A5 leaflet on collecting their keys (or before) or an A3 poster will be displayed at the foot of any relevant stairwell or foyer (both are available from the National Code Administrator).

Signed:

Dated:

Name (please print):

Position in Company:

Telephone contact number:

Website:

E-mail Address:

The ANUK/Unipol National Code of Standards for Larger Developments is administered by Unipol Student Homes on behalf of the Code Consortium and the Committee of Management. Telephone 0113 243 0169 and ask for The National Code Administrator for further information or general enquiries. For financial enquiries please select option 3 on 0113 243 0169 for the finance section, 155-157 Woodhouse Lane, Leeds LS2 3ED, www.unipol.leeds.ac.uk
Registered Charity No 1063492
VAT Registration No 69884549

National Code of Standards for Larger Developments – for student accommodation managed and controlled by educational establishments

DECLARATION – SCHEDULE OF PROPERTIES

Name of development	Address (including postal code)	Description of Development (number of bed spaces and number of separate buildings)	Contact Information for the Development (name, telephone number, E-mail address Website)

Signed:

Name (please print):

Position in educational establishment:

Telephone contact number:

Website:

E-mail Address

For more than three developments please copy this sheet as required. Each separate sheet should be signed.