

Gibson Chambers Accommodation Conditions of Occupancy 2023-24

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Introduction

The Conditions of Occupancy are the terms and conditions which form your Accommodation Contract with Union Theological College. By accepting your accommodation contract, you are agreeing to abide by the Conditions of Occupancy detailed in this document.

It is important that you read and familiarise yourself with this information and the **Resident Student Handbook** which contains further details on living in the Gibson Chambers.

Please note that this is a “Licence to Occupy” and not a tenancy agreement. Details regarding what this may mean to you are included below.

Administration and Residential Rules

1. Overall supervision of student accommodation rests with the Union Theological College Management Committee.
2. The College’s Conduct Regulations apply to all students regardless of where they are studying. Information relating to conduct and discipline specific to College residences is available in the Conditions of Occupancy

PLEASE NOTE: You are receiving these conditions as this forms your accommodation contract with Union Theological College (UTC). All aspects of Sections 1-3 below are applicable if you are living in UTC Accommodation.

1. OUR OBLIGATIONS

We aim to operate a safe and secure environment for all our residents.

We will inspect the condition of your room and communal areas during your stay to ensure compliance with health and safety policies (as detailed in section 2). Inspections are carried out after 10.00am and normally you will be notified at least 3 days in advance. Random inspections may also be undertaken with no prior notice.

We reserve the right to enter your room without your permission under exceptional circumstances and where there is deemed to be a potential risk to student safety. Examples include a fire or suspected fire, a serious electrical fault, suspected misuse of fire or other safety equipment, suspected possession of an illegal substance, suspicion of smoking/vaping, a flood or other emergency.

Your residential fees include the following:

- The provision of a wired internet connection and Wi-Fi;
- Utilities (heating, hot water and electricity);
- Weekly clean of communal corridors and public areas during core teaching periods;
- Television licence for communal areas (but not for devices in individual rooms).

Laundry facilities are also provided (further details regarding facilities, and fault reporting can be found at the laundry facility).

All mail received will be left in the mail box allocated to your room number. Any parcels or boxes will be held at reception, and a note of there being goods for you will be either left in your mail box, or an email informing you of its arrival will be sent, asking you to collect it from reception during office hours, and within 2 working days.

We have the right to move you to similar alternative accommodation for reasonable management reasons including but not limited to:

- Any alterations or building work being carried out at the accommodation.
- Your accommodation is deemed unfit for occupation.

Sub-wardens will be appointed by the college each year. The sub-wardens live on site, work in rota, and have responsibility and the authority to make decisions for the safe management of the college outside of office hours, including security, ensuring reasonable behaviour, and keeping staff aware of potential problems or difficulties.

A Pastoral Volunteer will also be appointed. The purpose of the Residents' Pastoral Support Volunteer position is to make pastoral support available to the residents during the normal term period of the academic year and to provide a liaison between the residents and the staff of Union College. The Volunteer will also liaise with the University Chaplain (when appropriate).

General Data Protection Regulation

Due to the number of students who receive funding from their parents/guardians for their residential fees, we find it helpful at times to discuss details of your accommodation fee account with them. In order to do this, we will require your consent. By applying for accommodation at the College you are giving implied consent for the college to do so. You can withdraw your consent at any time throughout the year by informing the College.

2. YOUR OBLIGATIONS

Deposit payment

When an offer of accommodation is made, part of the acceptance procedure requires a deposit payment of £250 by credit/debit card or bank transfer. Failure to provide this payment will result in the offer of accommodation being withdrawn.

Please note that this deposit payment is not a pre-payment and therefore is not included in the residential fees. The deposit is held for the duration of your stay and any damages/charges will be deducted from this. The College will endeavour to return the deposit balance within 28 days of the end of your contracted period, or, if you extend your stay, after you have finally vacated the room.

Induction

Shortly after arrival you must complete the UTC Accommodation induction process.

Residential Fees

You must pay your residential fees on time as outlined in your contract. If this becomes a problem during the year, contact the Operations Manager at accommodation@union.ac.uk at the earliest opportunity to discuss the matter.

Failure to engage with the Operation's Manager to agree a suitable plan to manage payment in respect of outstanding fees may result in access to your accommodation being denied until such times as you do engage.

Please note that an administration charge of £25.00 may be applied for each failed direct debit payment.

Failure to settle accommodation fees may result in you being asked to leave UTC accommodation and details of your account may be passed to the College solicitors for recovery of debt. This does not release you from the debt which will remain owing. In addition, you will forfeit your room deposit as an administration charge.

If you have outstanding accommodation fees debt, you will be ineligible to re-apply for UTC accommodation in the future.

Overdue fees

The accommodation fee must be paid in accordance with the payment schedule agreed with the Accommodation Team. If a student does not meet the payments agreed, and does not engage with the Finance Team to agree an alternative payment plan, action will be taken to recover the debt. Failure to engage with the Operations Manager or the Accommodation Team to agree a suitable plan

to manage payment in respect of outstanding fees may result in access to the student's accommodation being denied until such times as they engage.

Failure to settle accommodation fees may result in the student being asked to leave College accommodation and details of their account may be passed to the College solicitors for recovery of debt. If a student has outstanding accommodation fees debt, they will be ineligible to re-apply for College accommodation.

Other financial advice may be available by contacting your University Advice SU or Income and Student Finance staff at your Student Guidance Centre.

Accommodation fee payment options:

- (a)** Students accepting a contract of one semester or less are required to pay their residential fees in full prior to taking up residence.
- (b)** International students accepting a contract for 39 weeks may pay by one of the following four options:
 - i. Provide evidence of sponsorship or scholarship from a government or other official organisation, or
 - ii. Pay the total annual accommodation fee at or prior to check-in, or
 - iii. Pay an advance of 50 percent of their fee at or prior to check-in, the balance being payable on 1 February, or
 - iv. Pay by Standing Order: 25 percent of the total fees must be paid at or prior to check-in. An agreement of payment dates must be made, and normally proof should be provided of means to pay the remaining fee.
- (c)** All other Students accepting a contract for 39 weeks may pay by one of the following options:
 - i. Full payment at or prior to check-in.
 - ii. Direct debit – three direct debit instalments. Accommodation fees will be collected in 3 direct debit instalments on or around 1 November, 1 February and 1 May to coincide with student loan payment dates.
 - iii. Direct Debit – seven consecutive monthly direct debit instalments. Your accommodation fees will be collected in consecutive monthly direct debit instalments from 1 October to 1 April.

Requesting Release from your Accommodation Contract

The accommodation contract is a "licence to occupy", and not a tenancy, and therefore does not have a break clause or notice period allowing you to end the contract before the end date. The

accommodation contract commits you to your room and you are responsible for the residential fees for the duration of your contract (normally 39 weeks).

- If you are requesting a release from your accommodation only, please ensure you make an appointment with the Accommodation Team to discuss your options and to complete the relevant paperwork.
- You will still be liable for the fees until another student, not currently in contract with UTC Accommodation, takes up the room in your stead – an occurrence that becomes harder to bring about later in the year.
 - o It is your responsibility to find another student to move into your room as we do not always have students on a waiting list.
 - o A doctor's letter does not guarantee a release from accommodation.
 - o You are not permitted to sub-let your room under any circumstances.

A student excluded from accommodation under the Conduct Regulations or in respect of non-payment of fees, will be asked to vacate their room and will continue to be liable for residential fees for the term of the accommodation contract and will forfeit the deposit. Taking action as set out above will not preclude the College from pursuing repayment of any outstanding debt, for example by using a debt recovery agency.

Withdrawing from Accommodation due to withdrawal from your course

If you withdraw completely from Higher Education you must inform the Operations Manager, giving at least two weeks' notice. You must also provide UTC with a copy of the official University or College's withdrawal form issued by your school or department. As you will no longer be a student, you may be required to vacate your room. In every situation, a minimum of two weeks' notice should normally be given.

You will continue to be liable for residential fees until you have given the Accommodation Team your notice, have vacated your room and returned your key and/or fob, and, the room has been allocated to another student. Your deposit will be used to off-set loss of income.

If you, or the College, are in a position to offer your room to another student who is not currently in contract with UTC Accommodation, part of your deposit may be refunded to you. This is dependent on the length of time it takes for your room to be re-let to another student who is not currently in contract with UTC Accommodation.

The above is only applicable if fully withdrawing from Higher Education. It does not apply if you are changing course (or University), or moving from full-time to part-time studies.

You are not permitted to sub-let your room under any circumstances.

General Rules

1. Students wishing to apply for accommodation at UTC should apply via the application form available on the College website.
2. Students must notify the College of their home address and next of kin, and any change to these details during their period of residence in Gibson Chambers.
3. Accommodation offered by the College is dependent on the student accepting a licence agreement for the period of accommodation, paying a deposit and agreeing to a payment plan to cover the accommodation fees. Students should confirm their preferred payment plan prior to checking-in.
4. The deposit is refundable at the end of your contract but will be used to off-set any accommodation arrears or other sums due to UTC, for example damages to property.
5. UTC Accommodation will communicate payment dates for accommodation fees in line with the payment type selected as part of the offer of accommodation.

Guests of residents staying overnight at the College

1. Only the person/s registered to a room may stay overnight in that room.
2. For Health & Safety reasons, any resident wishing to have a guest visit and stay overnight must inform the Accommodation Team
3. The resident inviting a guest is responsible for ensuring the "Guest Policy" (Appendix 2) is fully adhered to.

NOTE: The resident will be responsible for the conduct and actions of their guest, and as such will be acting as their guarantor

Cleaning

It is your responsibility to make sure that your bedroom and communal areas such as kitchens are kept clean to maintain a hygienic and safe environment during your stay. The accommodation must be left in a clean and tidy condition and all keys/fobs returned at the end of the contracted period.

Fire safety

You must **NOT** misuse the fire alarm system or the fire equipment, as they are designed for emergency use only.

Deliberate interference with any fire equipment, including fire detection/ smoke alarm, fire extinguishers or fire blankets, fire doors and fire safety signs is a criminal offence in the UK. It also puts your life and the lives of your fellow residents at risk. Residents who tamper with any equipment may receive a written warning and fine of up to £500 following a disciplinary investigation.

Accidents

The College has a responsibility for the health, safety and welfare of its students, staff and visitors, and aims to provide a safe, healthy and high-quality learning and living environment. Students living in UTC accommodation must report all accidents, however small, to a member of College office staff, a Sub-warden or the Pastoral Volunteer. All students have a legal responsibility to take reasonable care for their own safety and that of others, including guests, and to comply with these guidelines. If you are taken to hospital through injury or illness and are required to remain there for a time, it is important to contact a member of staff as soon as possible.

Pets

Animals are not permitted in any part of the Gibson Chambers. The College has a policy that specifically addresses issues relating to assistance animals in College accommodation.

See Appendix 3

Therapeutic animals are not allowed to reside within UTC Accommodation

3. A LIVING AND LEARNING ENVIRONMENT

UTC Accommodation provides a safe and comfortable home for everyone and it is essential to be mindful and considerate of your neighbours. Union is proud of its multicultural diversity and it is important to remember that like you, everyone is here to study, gain independence, develop key skills and make friends for life. Many people living around you will be studying or sleeping at different times and we ask that you respect your fellow residents and the local community at all times.

Discipline

When you accept an offer to reside at UTC you also accept to be bound by the Regulations, part of which are Conduct Regulations. Students deemed to be presenting misconduct will be disciplined within the bounds of the Conduct Regulations. The disciplinary process may result in a fine and/or a written warning, or in your expulsion from the College or exclusion from College accommodation.

Should you be excluded from UTC accommodation, or be suspended/expelled from UTC, you will continue to be liable for residential fees for the duration of your contract. You may also face criminal charges which may affect your eligibility to practise your chosen career.

Lifestyle Accommodation

If you accept a contract for accommodation you are required to abide by the specific ethos of this accommodation. Students who do not abide by the lifestyle implied by the ethos of the College for their accommodation will face disciplinary action.

Harassment Policy

The college has a Harassment Policy, details of which can be found on the College website, therefore if you feel you are the subject of harassment or intimidation please speak to a member of staff immediately. Your accommodation contract obliges you or any guests to agree not to commit harassment or nuisance of any kind and always to act in a respectful manner.

Noise

Please keep noise to a minimum at all times, particularly after 11.00pm, to allow other residents to sleep or study. Please keep bedroom/kitchen windows closed in the evening and at night to prevent noise travelling to other accommodation/houses and beyond to adjacent residential streets. You can report a noise complaint anonymously at any time by calling reception. Any excessive noise caused

by you or coming from your accommodation/house will be kept on record and disciplinary action will be taken.

All residents should make themselves aware of the details of the Noise policy and procedures found in Appendix 1.

Alcohol

Consumption of alcohol is not permitted in College accommodation, which is designated as 'no alcohol'. If you fail to observe this rule, it may result in disciplinary action.

If you choose to consume alcohol outside of College premises, we expect you to do so in a responsible way and to be mindful and respectful of other students and the local community, particularly when returning from a night out.

Anti-social behaviour due to excessive alcohol consumption is not acceptable and may lead to a disciplinary investigation.

Smoking/Vaping/E-Cigarettes

In line with current legislation, the College enforces a no smoking policy throughout all of its buildings and premises, including your bedroom, common areas and outside your accommodation building. If you are caught smoking or vaping inside your building, you may face disciplinary action within the terms of this accommodation contract and the College Conduct Regulations.

Drugs

It is a criminal offence to possess, consume and/or deal in drugs. Any action which breaches drugs-related legislation will be regarded as a serious disciplinary matter and will be dealt with accordingly. If you feel that you have a problem with drugs, please contact the College Chaplain, who will be able to advise you of the support available to you. If you have encountered the consumption or dealing of drugs within College Accommodation, please inform a member of staff.

Health and Wellbeing

The College is committed to promoting a safe and supportive environment for students in which they can thrive and grow in independence, and which celebrates equality, diversity and inclusivity. Student health and wellbeing are fundamental to enabling a positive experience of University life. Therefore, it is imperative that you are pro-active in your self-care and engage with appropriate support services such as your G.P., Student Disability, Student Wellbeing Service and the College Chaplain.

The College can accommodate resident students with physical limitations. It is important that when making application you also inform the College of your limitations so that we can ensure that a room suitable for your needs can be allocated to you.

Car parking / Bicycle storage

Due to traffic congestion in Belfast and around the College, the College encourages students not to bring cars to Belfast. If you require your car, limited car parking is available at a charge for students living in accommodation and you may apply for a permit. This must be done when you complete your accommodation application. If you are allocated a permit for car parking within College grounds, the cost should be paid at induction.

As parking spaces are limited, permits are also limited in number and will be granted subject to parking being available. This restriction does not apply to residents with a registered disability that requires use of a vehicle.

Secure bicycle storage facilities are provided for those in the accommodation. Please note that bicycles must not be stored in hallways, corridors or in bedrooms.

While the storage is secure, the College can accept no responsibility for how personal items such as bicycles are stored. You must ensure that you have your own insurance which gives adequate cover for any and all loss or damage as neither the College nor its insurers cover or compensate for any damage or loss.

Your bedroom

We accept that there will be wear and tear in your room throughout the residential year. In order to avoid any damage, we would ask you not to change or alter the décor of your bedroom. Pictures and posters must only be fixed to the pin board. Any damage caused to furniture or fixtures and fittings, over and above general wear and tear, will be charged to the student(s) responsible. All defects /damages /faults requiring attention should be reported immediately.

Please ensure that precise information is provided regarding the location of any request or the details of any fault.

Charges

On departure, your room will be inspected and you are expected to have left it in the same condition as you found it when you arrived. You may be charged £50.00 for a bedroom cleaning fee and a further £25.00 for kitchen cleaning if it is not left in an acceptable condition. It is also your responsibility, alongside your fellow residents, to keep kitchens clean, safe and tidy including removal of rubbish, food waste and recycling to designated bin areas.

You must not duplicate or loan your key or access card to anyone else. There is a charge of £15.00 for every replacement key fob or door access card.

Electrical Equipment

You may bring items of electrical equipment for use in your room and testing of your equipment may be arranged from time to time to identify any fault, free of charge. Items which do not pass an electrical test will be removed from your room or the kitchen and returned to you when you check out of accommodation. Electrical equipment which is faulty can cause electric shocks or electrocution. In addition, electrical appliances are often the cause of fires, both due to faults or misuse with the equipment.

The total combined wattage of appliances in your room being in use at any one time must not exceed 1000W as this will overload the sockets.

Banned items

Students living within College accommodation come from many international backgrounds and a variety of beliefs, religions and values. It is not permitted to display any national flags, emblems or political slogans that may cause offence to others.

If an item that is considered to be dangerous or prohibited is discovered in accommodation, it will be removed by a member of staff and you may face a disciplinary investigation. Items which must not be brought into accommodation include, but are not limited to:

- Knives (apart from for kitchen use), firearms, replica firearms or swords, air guns, catapults, water pistols, water bombs, fireworks, helium or gas canisters;
- Weapons of any kind are banned and certain sports equipment, e.g. fencing foils or archery equipment, can be classified as offensive. You may only bring these into accommodation once the Operations Manager has had written confirmation, on an appropriate letter heading, that you are a member of the relevant club.

The following items are also prohibited:

- Animals, reptiles, fish, insects or birds. Assistance animals are permitted by prior arrangement and on presentation of appropriate medical evidence
- Electric heaters and electric blankets
- Loudspeakers
- Candles or incense

Complaints

We hope that you enjoy your experience living with us and that you will never have a reason to complain – but if there is something you are not happy with, we would like to put matters right as soon as possible. Please contact us either by visiting the office or by emailing accommodation@union.ac.uk and a member of the Team will contact you.

Communication

Throughout the year, the Accommodation Team may email you about resident meetings or with information regarding the accommodation. Please read this as it will keep you up to date with what is happening in your accommodation. The Team may also email you about other matters such as fees. It is, therefore, very important that residents check their email account every day – the email account that you registered with UTC in your contact details.

At times throughout the year we will send out surveys to ask about a variety of matters including service performance. Your response to these is very much appreciated and there are prizes drawn from those who take the trouble to reply. We take action based on your responses and we will communicate these changes throughout the year.

Appendix 1

GIBSON CHAMBERS NOISE POLICY AND PROCEDURE

1. Introduction

UTC Accommodation provides a safe and comfortable home where students can study, gain independence, develop key skills and make friends for life. Many students living in accommodation will be studying or sleeping at different times, therefore, students are asked to respect their fellow residents and the local community at all times. Students are expected to adhere to the Conditions of Occupancy which they agree to when they accept their offer of accommodation.

2. Anti-social Behaviour

The Student Charter clearly sets out your behavioural responsibilities as a UTC student and the College takes a pro-active role in dealing with anti-social behaviour. All students in College accommodation are expected to conduct themselves at all times in a manner which demonstrates respect for the College, its staff, fellow students and the local community.

When living in shared accommodation, students need to be aware of how their behaviour affects others. Anti-social behaviour causes disruption and distress for fellow students and neighbours living in the surrounding community and is a breach of the College's Conduct Regulations.

Noise from residential students has been highlighted in summary feedback as an issue by fellow residential students. This policy sets out the intervention and actions to be undertaken in the event of noise complaints.

3. Policy

Whether inside the accommodation or the grounds round the accommodation, noise levels must be kept to a minimum at all times, particularly after 11.00pm, to allow other residents to sleep or study. Residents are asked not to use speakers or play computer games loudly and to use headphones to prevent sound from travelling.

The accommodation is situated in a mainly residential area and students are expected to respect neighbours who may be elderly, have young children or have to get up early each day. We ask that all bedroom or kitchen windows are closed in the evening and at night to prevent noise travelling within the accommodation or beyond to adjacent residential areas.

4. Reporting noise issues

Residents are encouraged to report all instances of excessive noise or if they have been affected by anti-social behaviour. In all cases, complaints will be treated with discretion.

5. Breach of College Conduct Regulations

The creation of excessive noise is regarded as anti-social behaviour and is a breach of the College's Conduct Regulations

The following are examples of anti-social behaviour:

- Playing music, singing and loud conversation audible to those outside a room or flat.
- Unruly behaviour such as shouting or causing a disturbance in the street or within accommodation.

Incidences of noise or other anti-social behaviour can often be fuelled by excessive alcohol consumption. The College does not accept this as a valid excuse for inappropriate behaviour at any time or under any circumstances.

Noise levels in individual floors are monitored throughout the semesters. Any excessive noise caused by students or coming from their accommodation will be recorded and disciplinary action will be taken.

6. Procedure

A two-stage procedure will be followed in the event of noise complaints.

Stage 1

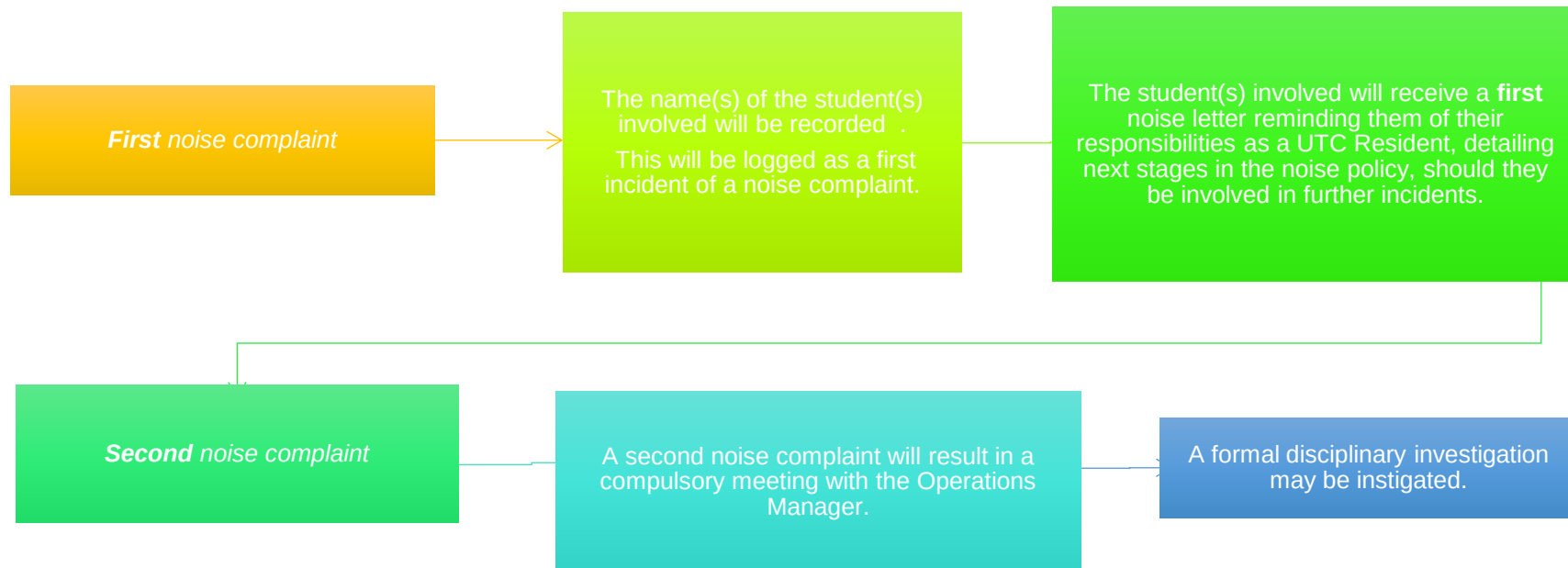
- In response to an initial noise complaint, the name(s) of the student(s) involved will be recorded by the Accommodation Team. This will be logged as a first incident of a noise complaint.

- The student(s) involved will receive a first noise letter reminding them of their responsibilities as a UTC resident and detailing next stages in the noise policy, should they be involved in further incidents.

Stage 2

- A second noise complaint relating to a student(s) will result in a compulsory meeting with the Operations Manager.
- A formal disciplinary investigation may then be instigated under the College's Conduct Regulations.

NOISE PROCEDURE FLOW CHART



Appendix 2

GUEST POLICY

The aim of this policy is to provide clear guidelines for all students living in Union Theological College (UTC) accommodation on how many guest stays are permitted, how to book in a guest and guest procedure generally. The procedure for permitting guest stays will be applied fairly and consistently to all students.

The College recognises that students will have friends or guests to stay with them on occasion. However, for health and safety reasons we require you to advise us of the dates that your guest is staying, so that all people can be accounted for in the event of an emergency.

Terms of Policy

- Students are normally permitted to sign in a guest for a maximum of six guest nights per month. Normally, guests cannot stay for more than two nights in seven consecutive days.
- International or GB students who may require guests to stay for a longer period must speak to a member of staff prior to arranging the visit
- All guests **must be** 18 years or over but where a student has a dependant under the age of 16 wishing to stay, please contact reception and please ask to speak to the Operations Manager.
- Students are permitted one guest at a time.
- The student resident living in UTC accommodation is responsible for their guest at all times and must ensure that their guest abides by the rules of the accommodation at all times.
- Guests will not be permitted in accommodation without the resident being present.
- Guests separated from residents may be offered emergency accommodation (subject to availability), for which the guest or resident will be charged.
- For failure to comply with the policy, the resident may also lose guest privileges.

Procedure

- To book a guest stay, contact a member of the Accommodation Team to obtain and complete the guest form and submit this by 10.30am on the day of the guest visit.
- Guests must go to reception when they arrive to present photographic identification and to sign the guest log sheet.
- All guests **must** produce photographic identification. Guests who cannot produce photographic ID will not be able to stay.

- If a guest has a disability or any temporary condition that may affect their evacuation, such as for example a leg injury, please inform a member of the accommodation team or reception.
- If a guest requires car parking, a parking permit if available must be obtained from reception. Restrictions apply: please see reception staff for details.
- There are certain times when for operational reasons guest stays are restricted or not permitted
- If for any reason a guest causes a disturbance, the sub-wardens or any member of staff has the authority to ask them to leave the premises immediately.
- Anti-social behaviour or damage to property caused by a guest is the resident student's responsibility and could result in disciplinary action.

If you require a mattress and bed linen, please contact the accommodation team at least 24 hours prior to the arrival of your guest. Mattresses and linen are subject to availability.

Data Protection Statement

- UTC collects, holds and processes personal information or "data" relating to its service users. We need to do this in order for the College to carry out its functions and manage its operations.
- Under the Data Protection Act 2018 and EU General Data Protection Regulation, the College is obligated to protect and ensure confidentiality of the personal and sensitive data we hold about you. One of our responsibilities is to tell you about the different ways we collect and use your personal data. Our [Privacy Notice](#) tells you about these uses. The notice can be found on the College website: please ensure that you read it fully.

The Data Controller is the Union Theological College. Our Registration Number in the Data Protection Public Register is **Z5849754**. All data is held and processed by the College in accordance with the General Data Protection Regulation and Data Protection Act 2018. Personal data is never sold to a third party.

Monitoring and Review

An annual accommodation mid-year survey will allow the Accommodation Team to gain feedback on the Guest Policy and monitor its effectiveness. We also encourage students to provide feedback (both compliments and any complaints) throughout the year by contacting the Accommodation Team and this also allows the College to monitor the effect of this policy.

Section 75

- This policy has been screened out with mitigation as per the Equality Commission's guidance on screening, with no adverse impact with regard to equality of opportunity and/or good relations for people within the equality and good relations categories.

Appendix 3

ACCOMMODATION ASSISTANCE ANIMALS POLICY

1. Introduction

UTC Accommodation values the diversity of its student residents and is committed to providing an environment which is welcoming for all. UTC Accommodation endeavours to support the individual accommodation needs of all residents, subject to the provisions outlined below.

All residents requiring the support of an assistance animal must clearly demonstrate, with appropriate evidence from a relevant organisation or appropriate health professional, that the animal has been specifically trained and placed with them for one of the following purposes:

- Assisting with daily living tasks;
- Working as a medical alert to support the management of a medical condition.

Difference between an assistance and a therapeutic animal

An 'assistance animal' is trained to perform specific tasks to help a disabled person and is usually provided by one of the charitable organisations registered as members of Assistance Animals UK or by other international assistance animal organisations.

A 'therapy animal' incorporates a wide range of potential activities. A therapy animal is prescribed to an individual as part of a treatment process for a physical or mental condition. Animal Assisted Therapy (AAT) is a type of therapy that involves animals as a form of treatment. The goal of AAT is to improve a patient's social, emotional or cognitive functioning. Unlike an assistance animal, a therapy animal does not facilitate mobility for its owner or user or assist with daily tasks and need not accompany its owner at all times.

In the UK, therapy animals are not considered to be assistance animals and are not covered by this policy.

Types of assistance animal

- Guide animal – to assist people who are blind or are visually impaired.
- Hearing animal – to assist people who are deaf or are hearing impaired.
- Support animal/animal for the disabled – trained to perform many other tasks that their owner may find difficult or impossible, for example:

- Opening and closing doors
- Calling an ambulance
- Picking up objects
- Assisting with dressing and undressing
- Accompanying their owner whilst shopping
- Acting as a physical support
- Raising the alarm
- Operating control buttons
- Switching lights on and off
- Carrying items
- Loading and unloading the washing machine
- Fetching the telephone and other items
- Providing assistance for people with disabilities, such as Seizure Alert Animals for people with Epilepsy.

Hazards and Concerns associated with assistance animals

The main hazards and concerns associated with having animals in UTC Accommodation premises are:

- Stalled or delayed evacuation of a building in an emergency situation
- Aggressive behaviour of animals
- Allergic reactions and transmission of disease
- Zoophobia (phobia of animals that causes distress or dysfunction in an individual's everyday life)
- Slips, trips and falls.
- Animal waste
- Damage to UTC's Accommodation or property
- Residents who feel uncomfortable around domestic animals, who may be in the communal areas with their owners.

UTC Policy

UTC Accommodation has developed a policy specifically to address issues relating to assistance animals in College accommodation.

Assistance animals under the control of their owner are allowed into College buildings. College members with a disability who utilise an assistance animal or one in training must inform the College in advance of arrival.

Therapeutic animals are not allowed to reside within UTC Accommodation (Gibson Chambers).

Pets are also not allowed to reside within UTC's Accommodation.

Assistance Animal Requirements

The animal must be trained by a member of Assistance Dogs UK (AD (UK)), a coalition of assistance animal organisations as listed below:

- Canine Partners
- Animal A.I.D.
- Animals for the Disabled
- Guide Animals
- Hearing Animals for Deaf People
- Medical Detection Animals
- Support Animals.

OR

The animal must:

- be trained by a member of an established international assistance animal organisations i.e. Assistance Animals International, Assistance Animals Europe, International Guide Animal Federation – or other such international bodies
- have a formal identification in the form of branded jackets or lead slips.
- have the yellow ID booklet from the Assistance Dogs UK (AD (UK)) member organisation or other such international bodies. This ID book contains information about the owner and their animal and details of the training organisation who trained the animal and its owner.

**Please note assistance animals are at work, performing tasks to assist persons with disabilities and are not pets.*

UTC Accommodation has one room available which meet the needs of a disabled resident. The College provides information for disabled students, in relation to the use of assistance animals,

which can be discussed with the Disability Officer to ensure that appropriate arrangements are made.

This policy ensures equality and fairness for all potential residents applying for accommodation through the College.

Procedure

Requirements for Assistance Animals

UTC Accommodation define an assistance animal as one which has been specifically trained to assist a disabled person and which has been qualified by one of the organisations registered as a member of Assistance Dogs UK (AD (UK)) or an equivalent organisation in another country.

Assistance animals with formal identification are permitted always to accompany their owners and in all places within the United Kingdom (unless there is a genuine health and safety risk).

On the grounds of Health and Safety responsibilities to its staff, students and visitors, the College reserves the right to refuse access for an animal that:

- Is not qualified by one of the five membership organisations of Assistance Dogs UK (AD (UK))
- Animals from other nations, which do not meet the full membership criteria of the established international assistance animal organisations – Assistance Animals International, Assistance Animals Europe, International Guide Animal Federation or other such international bodies.

Animals in Residence

Only assistance animals that meet the above criteria will be exempt from the rules that otherwise restrict or prohibit animals in residence.

UTC Accommodation Roles and Responsibilities

When a resident has an assistance animal, UTC Accommodation is responsible for informing other residents living in its Accommodation and likely to meet the assistance animal to ask them to confirm that they would not be adversely affected by the presence of the animal.

If a student or member of staff wishes to make a complaint about an assistance animal, they should seek advice from the College Office.

The College will ensure that staff involved in UTC Accommodation will be provided with training, so that they can respond appropriately to individual needs.

Management Team

UTC Management will ensure that a student, staff and/or family member with an assistance animal are aware of this policy, including their own responsibilities, and will work together to arrange any reasonable adjustments that may be required.

The Management Team will also ensure that other members of staff respond appropriately to the resident and the assistance animal.

The Owner's roles and responsibilities

The assistance animal is the responsibility of its owner who must ensure the following:

- It is always kept on a lead when walking around the College premises.
- It is not allowed to foul the College paths or grounds.
- Regular health checks, vaccinations and an adequate standard of grooming are ensured.
- Its requirements in relation to toileting and feeding are met
- The assistance animal is clearly identifiable by the use of a special collar and/or harness when on duty.
- The assistance animal is covered by full liability insurance and a copy is provided to the College Accommodation Team
- It does not enter another resident's bedroom, the shared toilets or shower rooms in College Accommodation
- It always behaves in an appropriate manner and does not disrupt others. Owners must make sure that their assistance animal does not cause harm or injury to others or cause damage to UTC Accommodation. Seizure Alert animals are trained to behave differently when they detect a potential seizure, which may appear to be misbehaviour.

Complaints Section

If a student with an assistance animal residing in UTC Accommodation wishes to make a complaint about the treatment of themselves or their animal, it should be raised with a member of the Accommodation Team.

If a student, and/or member of staff wishes to make a complaint about an assistance animal, in the first instance it should be raised with the Operations Manager who may escalate the complaint if appropriate to College Management. Every attempt will be made to resolve the matter informally, including where appropriate the use of mediation. If the matter cannot be resolved informally, the issue will be dealt with through the College Complaint Policy.

Appendix 4

Union College Complaints & Grievance Procedures

(Relevant extracts)

COMPLAINTS PROCEDURE

Matters relating to the College Residence (Gibson Chambers)

- (a) If your complaint is to do with the College Residence (Gibson Chambers), then you should raise the matter in the first instance with the Accommodation Coordinator or with the duty Subwarden, who will discuss the matter as appropriate with any other members of College staff who are involved, and who may refer the matter to the Operations Manager. If you are not satisfied with the outcome, you may raise the matter yourself with the Operations Manager.
- (b) If you are still not satisfied, then you may invoke the formal College grievance procedure as detailed below.

Harassment

- (a) If you feel that any other member of the College community has spoken or behaved to you in a manner that is inappropriate or offensive to you, and you do not feel able to take the matter up directly with the person concerned, then you should approach the staff member designated by the Faculty to handle such matters. (At present, for matters to do with the Residence, the designated staff person is the Operations Manager Mr Alan McCormick). The designated staff member will attempt to resolve the matter on your behalf or may refer the matter to someone more appropriate to deal with the matter. He will not, however, divulge any confidential information to anyone else unless he has first obtained your permission to do so.
- (b) If you are not satisfied with the above, then you may invoke the formal grievance procedure as outlined below.

GRIEVANCE PROCEDURE

General

- (a) If you have a complaint/grievance that cannot be resolved by the informal procedures outlined above, then you may invoke the College's formal Grievance Procedure.
- (b) Only in exceptional circumstances may you invoke the grievance procedure and after having first attempted to resolve the matter through the informal complaints procedure outlined above.

The Procedure

- (a) If you wish to invoke the formal grievance procedure, you should put the reasons for the grievance in writing to the Operations Manager and state that you wish to invoke the Grievance Procedure.
- (b) Within three days, the Operations Manager, or other member(s) of the senior staff acting on his behalf, will meet with you to hear fuller details from you verbally. At this interview you may be accompanied by a fellow student or resident if you so wish. The Operations Manager or his representative may also be accompanied by another member of staff.
- (c) The Operations Manager or his representative will then attempt to resolve the matter. He will notify any person who is the subject of your complaint. He may discuss the matter with others involved or with anyone whom he thinks may be able to help resolve the situation. However, he will not pass on without your permission any confidential information you have given.
- (d) The Operations Manager will inform you of the decision and of your right of appeal.
- (d) You may appeal to the Faculty, who will meet (or appoint a sub-committee to meet) for an initial hearing of your appeal within seven days of your request. At this hearing you may be accompanied by a fellow student if you so wish.
- (e) Any person against whom you have made a complaint, or from whom you are seeking a redress of grievance, will also be entitled to be present and to state his/her case to the meeting. Any such third party will also be entitled to be accompanied by a fellow student or staff colleague as appropriate.
- (f) The College's decision will be final and binding, unless the matters raised are likely to involve disciplinary action against a member of staff, in which case the College may refer the matter to the College Management Committee. Decisions will be communicated in writing.

Appendix 5

Union College Disciplinary Procedures

(Relevant extracts)

Disciplinary Procedure for students and residents

1. It is hoped that most matters of a disciplinary nature can be resolved informally. However, in certain circumstances it may be necessary to invoke the formal disciplinary procedure.
2. Minor matters may be dealt with by means of an informal meeting with the Operations Manager (or his representative). The Operations Manager (or his representative) may proceed by way of a verbal warning – which will be recorded on your file for a period of six months.
3. In the case of serious misconduct and/or gross misconduct, the Operations Manager will write to a student or resident, have a meeting and then issue a decision.
4. Examples of serious misconduct that will normally lead to formal disciplinary procedures are:-
 - Cheating or plagiarism in assessment or examinations
 - Harassment or inappropriate behaviour towards another member of the College community
 - Tampering with fire safety equipment
 - Breaches of the rules for the College premises - e.g., consumption of alcohol, unauthorised guests
 - Breaches of Library rules
 - Any conduct which unreasonably affects another member of the College community in an adverse manner.

This list contains examples only and is not exhaustive. Repeated offences of a minor nature may also be deemed to be serious misconduct.

5. If a formal disciplinary procedure is necessary, then the matter will be heard in the first instance by the Operations Manager (or his representative), accompanied by another member of staff. Witnesses may be called. Any other evidence that is to be taken into account will be made known to you. You will be given full opportunity to state your case. You may call witnesses if you so wish. You may be accompanied at the hearing by a fellow student or fellow resident if you wish.
6. The Operations Manager (or his representative) may proceed by way of a verbal **warning** or by way of a **formal written warning**. Any such warning will be recorded on your personal file for a period of twelve months after which it will be removed from your file provided there has been no need for further disciplinary action. The Operations Manager (or his representative) may also suspend you from certain privileges (such as library use) for a period of up to one semester. Alternatively, the Operations Manager (or his representative) may recommend to the Faculty that you be suspended from the College for a fixed period or required to withdraw altogether from the College. In the case of Ministry students, the Operations Manager may refer the matter to the supervising Presbytery. Any such action will be recorded on your personal file and notified to you in writing.
7. In the case of residents, the Operations Manager may require you to leave the College Accommodation; alternatively he may impose a fine of up to £50. He may also require that the cost of any damage to property be paid for. Any such decision will be notified to you in writing.
8. In the case of repeated cases of serious misconduct and / or in the case of gross misconduct (which would include theft, use of drugs, violent behaviour, harassment of another member of the College community, conduct which puts the safety of others at risk, malicious damage to property, drunkenness or any serious or repeated breach of the Rules of the College or of the College Accommodation), then the Operations Manager (or his representative) may recommend to the Faculty that you be required to leave the College and / or the College residence forthwith and without notice. The Operations Manager will notify the student or resident in writing of such a decision.
9. You will have a **right of appeal** to the Faculty against any penalty that is imposed by the Operations Manager. You should give notice in writing of your appeal to the Secretary of Faculty, within three days. The Faculty will normally hear your appeal within seven days.

At the hearing, the Faculty shall hear such evidence as it sees fit. You will be given a full opportunity to state your case and to call witnesses on your behalf. You may be accompanied at the hearing by a fellow student or fellow resident if you wish.

The decision of the Faculty on any such appeal will be final and binding.

Appendix 6

IT Acceptable Use Policy