



The National Code of Standards for Larger Developments for student accommodation NOT managed and controlled by educational establishments

Incorporating the Approved Code - Finalised for approval on 20th February 2006

The National Code of Standards for Larger Developments for student accommodation NOT managed and controlled by educational establishments

2012

This Code establishes a set of specific standards with particular relevance to larger developments tenanted by students. The definition of “larger development” is a development where in excess of 15 students live in one building in rooms off a central corridor, in cluster flats, or in self contained flats.

Larger developments have particular needs and procedures relating to their ongoing management and this Code reflects their specialist status as an important part of the student accommodation supply.

The purpose of the National Code is to enable property owners, managers and tenants to agree a set of undertakings about how they wish to do business with one another.

This Code relates specifically to accommodation providers excluding educational establishments. In situations where accommodation is provided in partnership with an educational establishment, the determination of whether the accommodation is managed and controlled by the educational establishment is decided by the outcome of the calculations to be found in Annex 1 of the Code.

The criteria in the Code have been chosen to reflect a balance of common sense obligations and responsibilities between the managers of larger student accommodation buildings 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 a supplier has agreed to comply with the Code will be made explicit on property advertisements and tenant information and the Code will be actively and positively promoted amongst students searching for housing.

This Code enjoys the support of the National Union of Students (NUS), the Department of Communities and Local Government (CLG), The Accreditation Network UK (ANUK), The Association for Student Residential Accommodation (ASRA), Chartered Institute of Environmental Health Officers (CIEH), Conference of University Business Officers (CUBO), UniversitiesUK, its secretariat is based at Unipol Student Homes. The business and service reputation of those that maintain compliance will be enhanced in contrast to those that either, choose not to operate within the Code or, fail to honour their agreement to work within it.

Adoption of the Code by an accommodation provider is 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 compliance tests for the purpose of ascertaining compliance with the Code and tenants can complain where they feel a breach has occurred. Information showing that owners are not complying with the Code is in the public domain and will remain accessible for three years, even if the owners leaves, or is removed, from the Code.

This Code incorporates the version that was ‘approved’ by the Government in February 2006, under the 2004 Housing Act.

SECTION 1: GENERAL

Members make a commitment to ensure that

- 1.0 Business is pursued in a professional, courteous and diligent manner at all times;
- 1.1 This Code is used throughout their organisation as a framework for self assessment and they will use the outcome of these assessments to continuously improve the services they provide to tenants;
- 1.2 They take all reasonable steps to ensure that their staff are conversant (as appropriate to their job role) with all aspects of this Code and have an up-to-date working knowledge of the establishment's legal responsibilities and obligations.

SECTION 2: EQUAL OPPORTUNITIES

Managers will ensure that

- 2.0 All procedures for the allocation of accommodation comply with any equality policies that apply and in accordance with the law;
- 2.1 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.
- 2.2 Staff will be trained or will have sufficient knowledge of equality and diversity practice to ensure that commitments to equality policies are fulfilled;
- 2.3 Tenants are made aware of the organisation's equality and diversity policies as part of the information provided to tenants and potential tenants in marketing and tenant information;
- 2.4 As part of its commitment to assist those with disabilities, it is agreed that charges for rooms adapted for use by students with disabilities should not exceed the normal room rate for that development.

SECTION 3: MARKETING PRIOR TO LETTING PROPERTY TO TENANTS

Managers will ensure that

- 3.0 All property details are reported accurately without misrepresentation to prospective tenants. This will include details provided in brochures and websites. Where a development is being promoted in a University prospectus then the organisation will request the University to make clear if the operator of the scheme is not the University and will also request the University to state clearly the management organisation charged with both tenant and building responsibilities;
- 3.1 An appropriate mechanism is in place to update such publicity material in a timely manner, should details of specific properties change;
- 3.2 All prospective 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;
- 3.3 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, proof of payment will be given (or be able to be downloaded) to a tenant for the booking fee and the terms and conditions of levying and returning, or not returning, that fee will be stated on that receipt. Where the booking fee is paid on-line, then the terms and conditions relating to the payment should be made apparent at the time the payment is being completed.
- 3.4 No other monies for deposits or rent are demanded prior to the signing and exchange of any letting agreement;
- 3.5 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. For tenancies entered into on line the tenants should be able to download the full terms and conditions of the agreement at the time they make the application and this option should be made clear to them. Paper copies of any agreement would be provided to these tenants should they request them in writing;

Rent Liability

Contract Details for staff

State of Repair

- 3.6 Any contracts used do not include terms that are in breach of the Unfair Terms in Contracts Regulations 1999;
- 3.7 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.
- 3.8 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 same supplier, 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 bed 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 supplier with whom the customer signed the tenancy. 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.

Managers will ensure that

- 3.9 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;
- 3.10 Prospective tenants are issued with receipts (electronic or hard copy) for all monies received, whether in payment for rent, deposit, utility or service charges.

Managers will ensure that

- 3.11 The provider's membership of this Code is clearly communicated to all tenants by the display of a standard notice, (including the Code logo) within the building, or a central reception area;
- 3.12 The Code logo should appear on the provider's web-site(s), in accordance with the Provision of Services Regulations 2009 (<http://www.bis.gov.uk/files/file53100.pdf>), clearly relating to the buildings that are within the Code;
- 3.13 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.

Managers will ensure that

- 3.14 Tenants are made aware of how to report any concerns about the condition of their rooms at the beginning of the tenancy;
- 3.15 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.

SECTION 4: DURING THE TENANCY

Ensuring possession

Access

Managers will ensure that

- 4.0 All appropriate measures are taken (including the service of statutory notices if necessary) to ensure timely possession of a property and mitigate any delay or hardship that may be caused to incoming tenants.

Managers will ensure that

- 4.1 Where access is required for routine inspections each tenant will be given at least 24 hours notice of the date, time and purpose of the visit;
- 4.2 Where access is required to a tenant's room or communal areas for other purposes each affected tenant receives appropriate notification of the date, time, estimated duration and purpose of the visit, except in the case of access needed in an emergency situation;
- 4.3 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;
- 4.4 Where a building is under 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.
- 4.5 Where practical, contractors and their subcontractors will be escorted by a representative of the owner 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

Fines

Repairs and Maintenance

Cleaning and Maintenance of Communal Areas

Furniture and Storage Space

Kitchen Facilities

Toilet and Personal Washing Facilities

Laundry Facilities

emergency;

Managers will ensure that

- 4.6 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.

Managers will ensure that

- 4.7 The development is maintained in a way that complies with all statutory and local authority regulations relating to HMOs and/or purpose built developments;
- 4.8 Tenants are provided with information about how to report any repair/maintenance issues and to whom these should be addressed;
- 4.9 Any repair 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;
- 4.10 Non-completion of reported repairs within the target timescales is recorded and appropriate action is taken.
- 4.11 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. At least 24 hours notice of these works to be given;
- 4.12 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;
- 4.13 Contractors are managed to ensure that all redundant materials and debris are removed from site on completion of works within a reasonable time and that their personnel behave in a professional and courteous manner at all times.

Managers will ensure that:

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

Managers will ensure that:

- 4.15 All study bedrooms contain a bed, adequate clothes storage space, a desk, chair, and curtains/window blinds which are hung properly;
- 4.16 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

Managers will ensure that:

- 4.17 All kitchen facilities are designed and installed having regard to safety;
- 4.18 Suitable and adequate food storage and preparation facilities are provided, having regard to any guidance applicable to developments of this type laid down by the Local Authority;
- 4.19 Kitchens contain an adequate number of appropriately positioned plug sockets;
- 4.20 Kitchens are sited on the same level as the sleeping accommodation or have an adjacent dining or communal space where eating at a table can take place.

Managers will ensure that:

- 4.21 Suitable and adequate WC, bath and/or shower facilities are provided, having regard to any guidance applicable to developments of this type laid down by the Local Authority;
- 4.22 All WCs situated in tenants' rooms are properly compartmentalised, with adequate provision of natural or mechanical ventilation;
- 4.23 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.

Managers will ensure that:

- 4.24 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

Mail deliveries

- consideration should be given to the possibility of machine malfunction.
- 4.25 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.

Managers will ensure that:

- 4.26 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.
- 4.27 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;
- 4.28 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 shall 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;
- 4.29 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.
- 4.30 Wherever possible, provision should be made to allow for the temporary storage of a reasonable number of reasonably sized parcels for collection by tenants. Where no liability for parcels received is accepted by the organisation this should be made clear to tenants at the time of taking up their tenancies. Where no storage facilities are available and parcels cannot be accepted then arrangements must be made for the deliverer to have access to the site to leave information about the parcel's non delivery so that tenants can either arrange a collection themselves or arrange a delivery when they can collect the item/s.

SECTION 5: TENANT SATISFACTION

Managers will ensure that:

- 5.0 A satisfaction survey of their student tenants is carried out at least every 24 months (during a period in which the majority of tenants are resident) where the owner houses in excess of 300 students and at least every 36 months (during a period in which the majority of tenants are resident) where 300 students or less are housed by a single supplier.
- 5.1 The surveys must allow, across a period of time, for the delivery and provision of services to be benchmarked against those measured in previous years.
- 5.2 The surveys must also allow for a consideration of aspects of student life as it relates to their stay in the accommodation provided.
- 5.3 The survey will cover both qualitative and quantitative elements including, as a minimum, the following (for the portfolio and each individual development):
- the response rate,
 - the analysis of respondents by UK and overseas students (where possible EU and non EU), gender,
 - how information was obtained by tenants about where they lived and the accuracy and usefulness of that information
 - information related to arriving at the accommodation: cleanliness of room, helpful; staff, friendly greeting and well organised reception
 - whether there are resident staff/wardens, and if so, whether they were useful and friendly
 - whether the accommodation met expectations
 - the reliability and speed any web services offered
 - satisfaction with security: personal security and building security
 - attitude to domestic services (if provided)

- satisfaction with: cooking facilities, fridge/freezer, laundrette or washing machines, communal areas, upkeep of grounds and cycle storage
 - quality of maintenance: speed of response to a reported repair, ease of reporting a repair, quality of repair and courtesy of staff.
- 5.4 The survey should also provide an overall measurement of how the tenant rates: management, value for money, whether they would recommend the accommodation to a friend and overall satisfaction.

SECTION 6: HEALTH AND SAFETY

Housing Health and Safety Rating System

Managers will ensure that:

- 6.0 In consultation with the Local Authority, and in having regard to any guidance that they may provide applicable to buildings of this type, buildings are maintained and managed so to ensure that the risks of potential health and safety hazards, based on the Housing Health and Safety Rating System (HHSRS) are reduced to as low a level as is reasonably practical and cost effective, and no HHSRS Category 1 hazards remain;

Managers will ensure that:

- 6.1 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;
- 6.2 All gas appliances are serviced annually by a Gas Safe Registered engineer and verification of this servicing is provided to each tenant where one or more of the gas appliances are located in the flat;
- 6.3 Where gas appliances are located in a separate building from the development, verification of the annual gas safety check should be posted in a central location within the development that is accessible to tenants;
- 6.4 Clear written instructions for the safe use of all central heating and hot water systems are provided to the tenants.

Managers will ensure that:

- 6.5 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;
- 6.6 All repairs and improvements to electrical installations comply with the current edition of the Institute of Electrical Engineers Wiring Regulations and meet with BS 7671;
- 6.7 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.
- 6.8 Instructions for the safe use of all electrical appliances are provided to the tenants and isolator switches properly labelled;
- 6.9 When a room is described as having central heating, this comprises of a heater that can be controlled within the room or flat, and 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.

Managers will ensure that:

- 6.10 All Developments built before 2002 are provided with a reasonable level of energy efficiency installations;
- 6.11 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.

Managers will ensure that:

- 6.12 All developments are provided with properly maintained fire safety installations, and instructions on 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

Gas Appliances and Supply

Electrical Installations and Appliances

Energy Efficiency

Fire Safety

Security Measures

Emergency and Disaster Management

Lifts

The Environment

The design of appropriate fire safety measures are determined in compliance with a fire safety risk assessment and the relevant requirements under the Regulatory Reform (Fire Safety) Order 2005 and in consideration of the local authority's HMO standards;

- 6.13 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;
- 6.14 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;
- 6.15 Documentation is available to certify that the fire alarm and emergency lighting systems have received annual checks and are in proper working condition;
- 6.16 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;
- 6.17 Notices containing this information is displayed in all rooms and communal areas;
- 6.18 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.

Managers will ensure that:

- 6.19 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;
- 6.20 Any intercom entry systems should not allow access to the building without the tenant being able to establish the identity of the caller;
- 6.21 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 and (except where legislation forbids this) all windows above ground floor level should be fitted with stops to prevent over-opening. Occupants of ground floor rooms should be provided with specific security information;
- 6.22 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.

Managers will ensure that:

- 6.23 For all developments an Emergency and Disaster Plan has been drawn up and is in place;
- 6.24 The plan should be reviewed annually
- 6.25 All staff should be aware of the plan which should be freely available as part of site policies and procedures and should be provided with clear guidelines as to where and when the plan will be implemented and their part in its implementation.

Managers will ensure that:

- 6.26 All lifts provided for use by persons are thoroughly examined by a competent person at regular intervals in line with The Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) to ensure that any lifts are safe to use and that the reports of the examination are made available for at least two years;
- 6.27 Routine maintenance is undertaken to ensure that lifts are kept in good working order and that all aspects of the lift are functioning, to include: lighting within the cage, proper signage of floors, operating buttons and floor indicators;
- 6.28 A central log is maintained of any times when a lift/lifts are non operational;
- 6.29 Emergency arrangements for any persons trapped within the lift are made clear to those trapped, that staff understand their role in reacting to any incident and that a system is operated that allows for the swift release of any trapped persons;
- 6.30 Where a failed lift means a tenant with a disability can no longer obtain access to their room, alternative access arrangements will be made. In the event that overnight access is not possible then alternative accommodation will be provided throughout the period of duration of the lift failure.

Managers will ensure that:

- 6.31 All developments are provided with adequate refuse disposal facilities for the number of occupants;
- 6.32 Where waste facilities are used by more than 10 tenants then a waste disposal plan

Communal Lighting

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.

- 6.33 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;
- 6.34 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;
- 6.35 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;
- 6.36 Hedges and bushes are kept trimmed low wherever practical to avoid providing screening for criminal activities;
- 6.37 Neighbouring residents have access to and be eligible to use the complaints procedure (9.00 and 9.01). A neighbour is defined as a resident within the same or adjacent street within 200 metres of the property.

Managers will ensure that:

- 6.38 All internal and external communal areas are provided with adequate safe lighting which is maintained to ensure continued effective operation;
- 6.39 Where light switches are fitted with automatic timers they allow sufficient time for tenants to reach their rooms or to exit the building;

SECTION 7: AT THE END OF THE TENANCY

Deposits

Managers will ensure that:

- 7.0 Where a landlord/agent has established an Assured Shorthold Tenancy, they must ensure that any deposit is held in accordance with the tenancy deposit scheme legislation, set out in the Housing Act 2004, and in accordance with regulations made both under the Act and by the relevant scheme operator;
- 7.1 Tenants are issued with clear written guidelines regarding the standard of cleaning and other arrangements for bringing the tenancy to an end so as to avoid misunderstandings regarding the standard of cleanliness and condition of the property expected at the end of the tenancy;
- 7.2 All deposits (or balances on deposits) will be returned to former tenants within 28 days of the end of the tenancy or, if the deposit is protected by the Tenancy Deposit Protection Scheme, then in accordance with those requirements. In the event that a deposit is not to be returned within 28 days then the tenant will be sent reasons for that delay, in writing, together with a statement of account providing reasonable details of any and all deductions to the former tenant/s.

Managers will ensure that:

- 7.3 Following a written request from a former tenant, a reference is provided within 3 weeks of that request being made;
- 7.4 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.

References

COMPLAINTS

Where disputes arise with tenants, managers will ensure that:

- 8.0 They accept contact from tenants (or their authorised representatives) by any appropriate method including telephone calls, e-mail or face-to-face discussions;
- 8.1 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;
- 8.2 They make written response to any correspondence from tenants or their representatives within three weeks of its receipt;
- 8.3 The response they make confirms the actions they propose to take and the overall timetable they aim to achieve;
- 8.4 Any settlements or agreements reached are honoured within three weeks of the settlement being agreed;
- 8.5 The closure of disputes is recorded to provide a clear audit trail of the actions taken

- to resolve the dispute;
8.6 They maintain courteous professional relations with tenants during any dispute.

SECTION 9: COMPLAINTS

Managers will ensure that:

- 9.0 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 complaint resolution procedure)
- 9.1 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 owners/managers of 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.

ANNEX 1 - 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. As a result of this it can be difficult to determine whether a building is being managed and controlled by the educational establishment or by the private provider. In order to discover who the building is managed and controlled by, 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 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.

ANNEX 1 - Determination of Whether a development is Managed and Controlled by an Educational Establishment

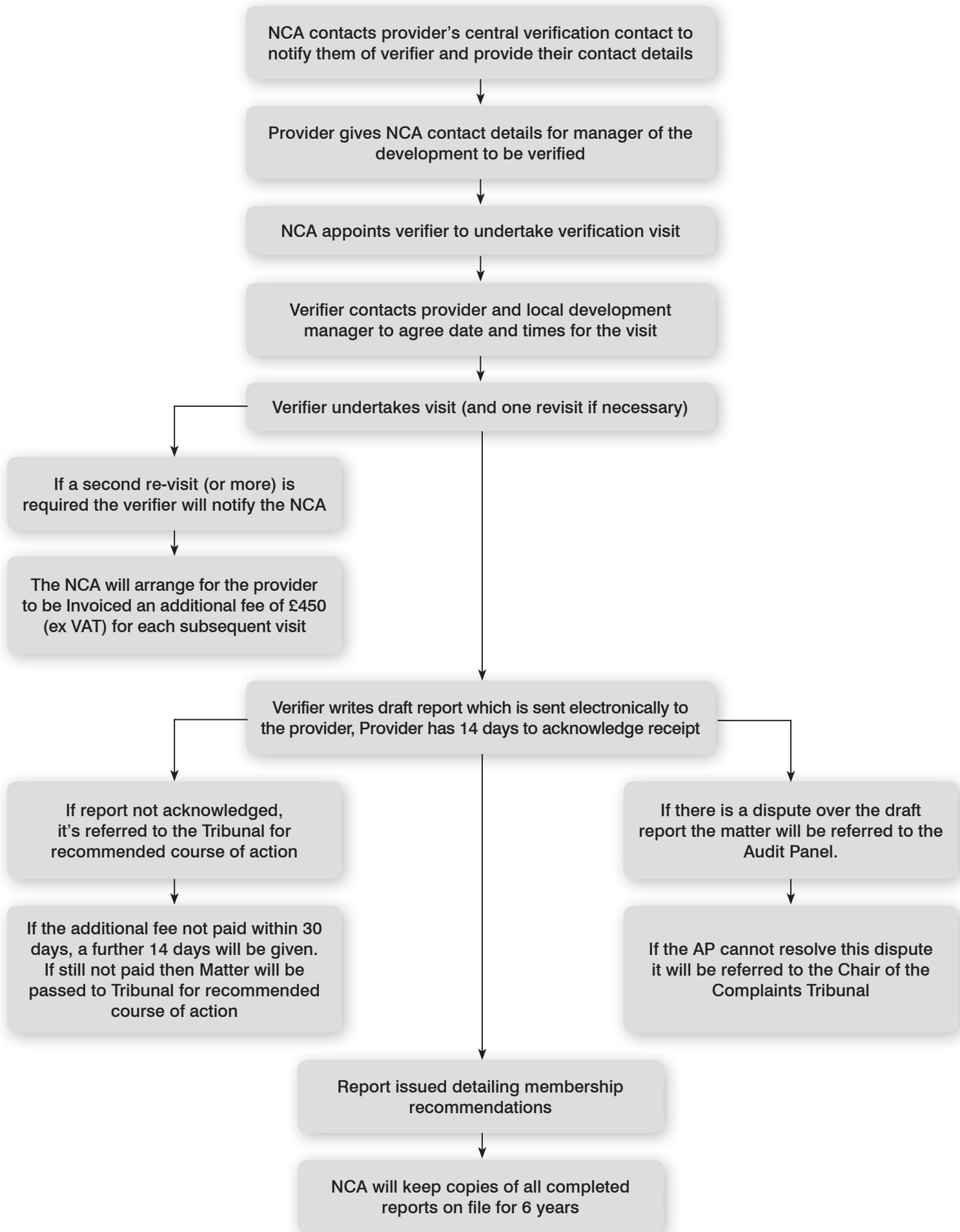
Name of
Development / Area

Blank

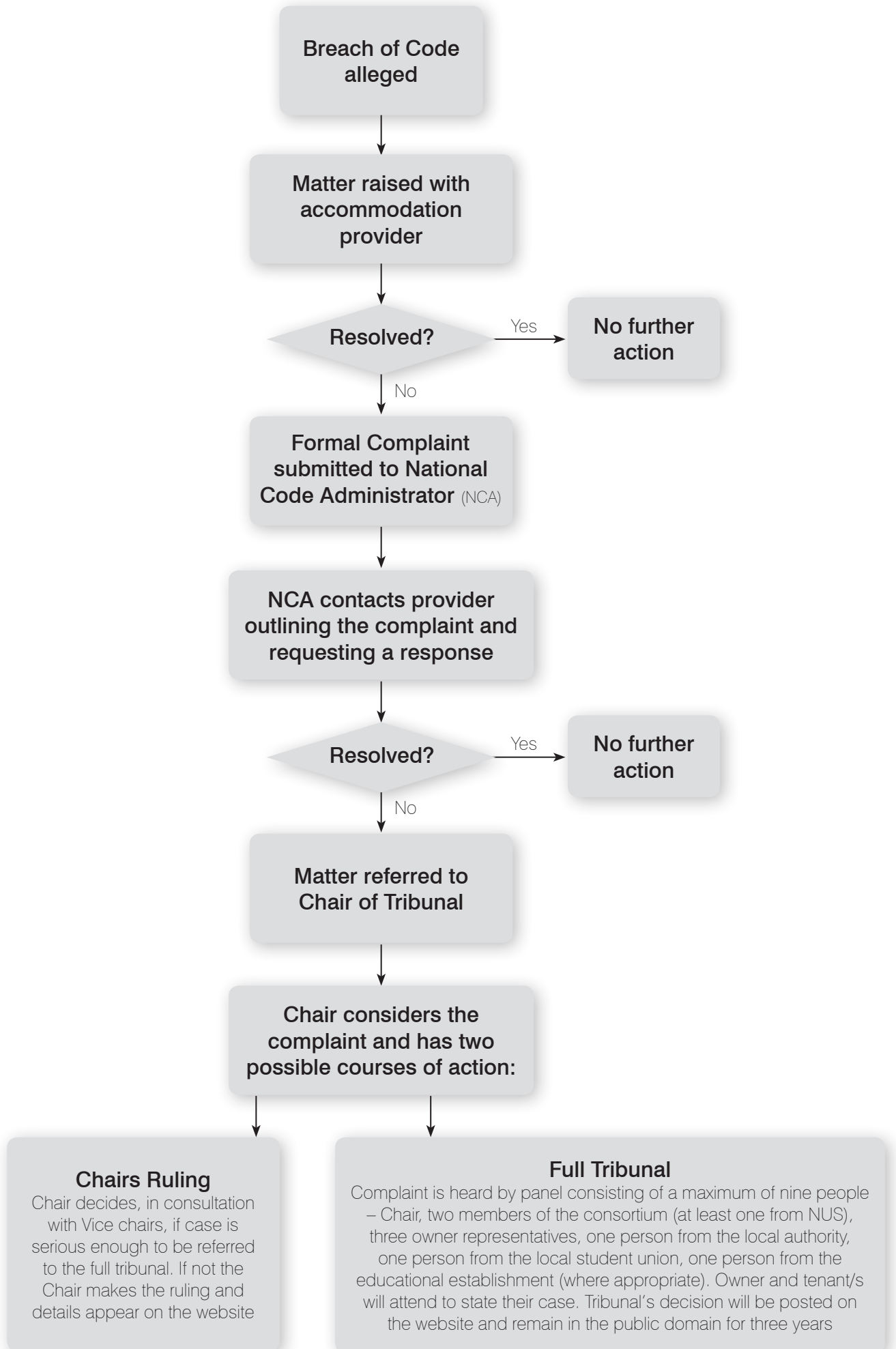
	Available	Who	Provider	Points	Educational Establishments	Points
Marketing	1	Both	Yes	1	Yes	1
Rent Collection	1	Both	Yes	1	Yes	1
Tenancy	6	Both	Yes	6	Yes	6
Hard FM	2	Both	Yes	2	Yes	2
Soft FM						
Cleaning	1	Both	Yes	1	Yes	1
Security	1	Both	Yes	1	Yes	1
Repairs	1	Both	Yes	1	Yes	1
Health and Safety Routines	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



APPENDIX 3 - Housing Health and Safety Ratings System

The condition of all housing is now catered for by 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 the Regulations. 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.

For further details on HHSRS, use the following link: <http://www.communities.gov.uk/documents/housing/pdf/142631.pdf>

National Code of Standards for Larger Developments

Declaration

We (name of company / owner / educational establishment)

of (Address)

Contact E-mail Address:

Website:

Acknowledge and agree that:

I/we wish to join the ANUK/Unipol Code of Standards for Larger Developments ("the Code") from the date of this declaration for a period of 36 months, 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 as part of the Code.

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

The Code fees for the first 12 months from the date of this declaration have already been set at:

- £0.83 per bed space for existing Codes members externally verified;
- £1.00 per bed space for new applicants (externally verified);
- £0.55 per bed space for existing members of the Code for Educational Establishments that are not externally verified;
- The minimum fee payable is £525

Code fees for subsequent years will be as set by members of the Code, acting through a management committee. All Code fees and any other payments pursuant to this declaration are stated exclusive of VAT.

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

- a) fee for non-payment of the annual Code fee within 40 days of date of invoice (£400 as at the date of this declaration);
- b) if any annual Code fee is still outstanding after 40 days

of date of invoice then in addition to the late payment fee at (a), I/we acknowledge and agree that the Code fee will be chargeable at the rate of £1.00 per bed space (NB the minimum fee for membership is £525) rather than the discounted rate of £0.83;

c) if any annual Code fee is still outstanding after 3 months of the date of the original fee invoice then I/we acknowledge and agree that our membership will be dependent on the outcome of a verification re-visit;

d) a re-visit fee of £400 (ex VAT), plus travel expenses, per re-visit should it be deemed necessary for Unipol Student Homes (or a nominee) to undertake any re-visit to any of our developments as part of the verification procedures.

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

I/we wish to declare that our developments (as listed on the attached schedule) meet with the terms and conditions of the Code. I/we agree to inform the National Code Administrator of any additions or deletions from our portfolio within 4 weeks of the changes being made.

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

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

Signed

Date

Name (please print):

Position in Company:

Telephone contact number:

E-mail Address:

National Code of Standards for Larger Developments

Declaration - Schedule of Properties

Name of development	Address (including postcode)	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 Company: _____

Telephone contact number: _____ E-mail Address _____

Website: _____

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