

touareg

Paragon Student Accommodation

LICENCE AGREEMENT

2007- 2008

Data Protection

Please ensure that you read the statement below relating to data protection and the use of data by the Touareg Trust.

The Touareg Trust, as a data Controller within the terms of the Data Protection Act 1998 (DPA), collects information about all its staff and students for various administrative, academic, marketing and health and safety reasons. Under the DPA, we need to obtain your consent for this. Since we cannot operate the Trust effectively without processing information about you, this consent must be given as part of the student application/enrolment procedures.

In signing the application/enrolment form, you agree to the Touareg Trust processing personal data contained in that form, and other data which the Trust may obtain from you or other people, while you are a student living at Paragon. You agree to the processing of such data for any purpose connected with your studies or your health and safety whilst on Paragon premises or for any other legitimate reason.

The Touareg Trust will handle all such information in accordance with the DPA and with due regard to confidentiality. Under the DPA you have the right to a copy of the data held about you by the Touareg Trust for a small fee. Requests for copies of personal data should be addressed to the Paragon Manager who is the Data Protection Officer for the Touareg Trust.

Some of the information which the Touareg Trust holds about you will be sent to various external organisations that need it to carry out their statutory functions connected with the funding and administration of higher education. The information will be used mainly to produce statistics. This may result in information being published and released to other approved users including academic researchers, commercial organisations and trade unions. Your record will not be used in a way that would permit individuals to be identified.

In addition, should you not pay your Fees or other sums due under the terms of this Agreement by their due date the Trust may send information of the debt outstanding to your University or College as provided under Clause 10.7.

If you have any concerns about, or objections to, the use of data for these purposes by the Touareg Trust, please contact the Paragon Manager, Paragon Office, Boston Park Road, Brentford, TW8 9QW. Requests for all data amendments and deletions should be notified to the Data Protection Officer.

THIS LICENCE AGREEMENT is made between the Touareg Trust ("the Trust") of 47-49 Durham Street, Vauxhall, London, SE11 5JA and the person whose details are set out on the Acceptance Form ("you") on the date set out on the Acceptance Form:

1. Definitions and Interpretation

1.1 In this Agreement the following words have the meaning set out below:

"Acceptance Form"	The acceptance form completed by you accepting the Trust's offer of the Accommodation
"Accommodation"	The accommodation specified in the Acceptance Form that includes the Unit and Shared Areas
"College/Institute"	The University or College at which you are or will be registered as a student
"Communal Areas"	All parts of the Paragon site that are available to student residents, including the common room, launderette, deck area, grounds and gardens and any equipment, furniture or fittings provided there
"Deposit"	The sum paid by you initially as a reservation fee or as a deposit, but retained by the Trust for the duration of the Period of Occupation as set out in this Agreement
"Disciplinary Offences"	The disciplinary offences set out in Schedule 4
"Duration"	The period covered by this Licence Agreement as specified on your Acceptance Form
"Fees"	The Fees payable by you in accordance with the Fees Schedule attached here
"Paragon Manager"	The person whom the Trust nominates from time to time to be Manager of the Paragon site. In this document the definition includes any suitably qualified person to whom the Paragon Manager shall from time to time delegate appropriate tasks.
"Paragon"	The site on Boston Park Road in Brentford comprising student accommodation in blocks of flats, owned and run by the Trust.
"Schedules"	the schedules to this Agreement
"Shared Areas"	The facilities within the cluster flat in which a study bedroom is located
"Shared Items"	The furniture, fittings and equipment provided for your use in the Shared Areas
"Supplemental Regulations"	The supplemental regulations, Resident's Handbook and other information issued by the Touareg Trust and provided to you before the date of this Agreement

not required to pay more for your accommodation. If the accommodation you are moved to is cheaper than your previous accommodation you will be credited with the difference between any payments you have already made and those which become due at a cheaper rate. The terms of this Residence Agreement will transfer to your new Unit.

3.4 For the Duration you agree to allow access (whether or not you are present) to the Accommodation to the Trust and its authorised employees and representatives and the statutory law enforcement agencies and emergency services at any time on reasonable notice for any lawful and reasonable purpose including cleaning, inspection, maintenance, repair, or security.

3.5 The Trust has the right to carry out or to commission any maintenance, alterations or building works in the Accommodation or on adjoining or neighbouring property and the Trust shall not be liable for any disturbance or inconvenience caused to you by such works. The Trust will attempt to minimise inconvenience and wherever possible will ensure that such works are done between 8.00 am and 8.00 pm.

4. **Agreement personal to the student**

4.1 The Agreement is personal to you and cannot be assigned or transferred. You are not entitled to allow anyone else to occupy the room allocated to you. For the avoidance of doubt this also means that you may not allow your room to be sub-let during any period when you are absent from the Accommodation. The Trust may expressly permit you to share occupation of your room and in such cases those sharing your room do so in the capacity of your invited guests. It is agreed and acknowledged that there shall be no contractual agreement between the Trust and your guests and that your guests will vacate the room when this Agreement is determined (for whatever reason).

5. **Agreement with Other Students**

5.1 You cannot in any circumstances compel the Trust to take action against any other student in relation to breaches of that student's Residence Agreement.

6. **Period of Occupancy**

6.1 For students arriving at the beginning of the academic year, the Duration is 44 or 52 weeks as stated on your Acceptance Form. For students arriving after the start of the academic year, the Duration will be the balance remaining of the 44 or 52 week term.

6.2 You will not be entitled to occupy the Accommodation during other times although it may be possible for the Trust to allow you to do so by prior arrangement. If this is agreed then your occupation will be deemed to be on the same general terms and conditions applying to your occupation during the academic year. *All facilities may not be available during vacations and any offer of accommodation may not be in the room or flat allocated to you for the Duration.*

7. **Licensor's Right to Terminate**

7.1 In any of the following instances the Trust is entitled to terminate this Agreement and (if it does so) require you to pay on demand up to a maximum of 6 weeks of the Fees (in order to cover the reasonable administrative cost):

7.1.1 if any Fees or other sums under this Agreement remain unpaid 14 days after they have been demanded from you; and/or

7.1.2 if you are in serious or persistent breach of any of your obligations under this Agreement; and/or

7.1.3 if you cease to be a registered student at the institution named on your Acceptance Form for any reason; and/or

7.1.4 if, in the Trust's reasonable opinion, your behaviour constitutes a serious risk to the health, safety or welfare of yourself or others, or to the Trust's or others' property.

- 7.2 In exceptional cases where the Paragon Manager reasonably believes that you present a serious and immediate risk to the health and safety of other residents the Manager has power to terminate your occupation and require that you are excluded from the Accommodation immediately.
- 7.3 Unless it is ended early in one of the ways set out at Clauses 7.1 and 7.2 this Agreement will come to an end on the day shown on the Acceptance Form.
- 7.4 When this Agreement ends you must leave the Accommodation allocated to you in the state in which this Agreement and the Supplemental Regulations require you to leave it.
- 7.5 The ending of this Agreement does not cancel your outstanding obligations to the Trust. The Trust has no liability to compensate you for any loss arising from the termination except where such loss is caused by the negligence of the Trust or its employees.

For the avoidance of doubt (and in addition to the above administrative fee), the Trust and you the Licensee are hereby agreeing that your obligation to pay any remaining instalments of the Residence Fee shall continue notwithstanding the termination of this Agreement by the Trust and you shall not be entitled to any refund of any instalments which may already have been paid provided that, in the event that the Unit is re-let for any part of the Duration, the Trust may refund you and/or release you from a proportion of the Fee.

8. Student's Right to Terminate

- 8.1 You may only terminate this Agreement if a Suitable Replacement Person (found by you) has entered into a student residence agreement (similar in form to this agreement) subject to a reasonable administrative charge payable by you up to a maximum of £100.
- 8.2 A Suitable Replacement Person is another person attending a full-time course of study at your University or College or another University or College, approved by the Paragon Manager, who would not as a result of his/her move be vacating accommodation let or licensed from the Trust. The Paragon Manager will not unreasonably withhold consent to the approval of a Suitable Replacement Person.
- 8.3 You will cease to be liable for Fees from the date the replacement student takes occupation of your Accommodation.
- 8.4 If you cannot find a Suitable Replacement Person you cannot terminate this Agreement and you remain liable for all sums due (including outstanding instalments of the Fees for the remainder of the Duration).

9. Deposit and Compensation for Breaches

- 9.1 The Trust shall hold the Deposit and be entitled to draw on the Deposit at any time:
- 9.1.1 to pay the sum which is due but unpaid by you under this Agreement or to obtain a sum in reasonable compensation for any other non-compliance with your obligations under this Agreement
 - 9.1.2 to cover any reasonable administration charge levied by the Trust in accordance with this Agreement.
- 9.2 The Trust will notify you of any amount claimed and the amount withdrawn under Clause 9.1 and, if the Trust at its discretion so demands, you must pay the amount of such a withdrawal in order that the Deposit is restored
- 9.3 When you vacate the Accommodation Paragon staff will inspect the Accommodation against the inventory that you signed on arrival. Any deductions from Deposits will be calculated under Clauses 9.1.1 and 9.1.2. If you wish to be present when the Accommodation is inspected, you must arrange this with Paragon staff at least 3 working days in advance.
- 9.4 When you leave the Accommodation you will be given instructions on how to obtain your Deposit. Normally, you will be required to provide an addressed envelope for the return of your Deposit. If

this is requested and you fail to do so your Deposit cannot be forwarded to you and the Trust reserves the right to retain it indefinitely. If you fail to cash your Deposit cheque within six months of its issue date it will be cancelled and a charge will be made if a replacement cheque is requested. If you pay your Deposit by either credit or debit card it may be possible to refund your deposit directly to that card and you must make advance arrangements for this at the Paragon Manager's office.

10. Fees

- 10.1 The amount of the Fees is as set out in your Acceptance Form.
- 10.2 The Deposit and first instalment are payable no later than 14 days before the start of the Duration. You must indicate your acceptance of this condition and the means by which you intend to make the payment when you accept your place in Paragon and sign and return your Acceptance Form. The balance of the fees is then payable in two further instalments within the first two weeks of January and April of the academic session.
- 10.3 Payments in respect of any instalments must be made by bank transfer, debit or credit card, UK Bankers draft, sterling cheque drawn on a UK bank account or sterling travellers cheques. If accounts are in arrears, payment by sterling cheque will not be accepted.
- 10.4 Your Fees will not be reduced to take account of periods when you do not occupy the Accommodation allocated to you.
- 10.5 When leaving the Residence at the end of the Duration, you must sign out in the Departure File and return all keys (room, cupboard and mailbox), swipe cards and any other items issued to you. Any unreturned items will incur a reasonable administrative and replacement charge which must be paid on demand and at the absolute discretion of the Paragon Manager.
- 10.6 Until you return the keys to your Accommodation and sign out in accordance with Clause 10.5 the Fees will continue to be payable.
- 10.7 It is Trust policy to pursue all debts. Should you not pay your Fees or other sums due under the terms of this Agreement by their due date the Trust will refer the matter to a debt collection agency and take all necessary legal action to recover the debt. You will be responsible for all reasonable expenses, fees and costs (including legal and bailiff's fees and the cost of court proceedings) incurred by the Trust and its agents in connection with:
- 10.7.1 collecting or attempting to collect any sums which are due but unpaid by you under this Agreement;
 - 10.7.2 ensuring that you give up occupation of the Unit once you are no longer entitled to occupy; and
 - 10.7.3 seeking redress for any breach of the terms of the Agreement by you.
- Your University or College will be informed of the debt.
- 10.8 It is imperative that, should you have any problems with payment of Fees, you contact the Paragon Manager and/or your University or College welfare department as soon as possible to discuss your options.

11. Your general obligations

Your general obligations under this Agreement include the following:

- 11.1 You must pay the Residence Fee in the Instalments in the manner described in Clause 10 (without any deduction or set-off)
- 11.2 You must comply with the terms of this Agreement, its Schedules, the Supplemental Regulations and all reasonable instructions of the Trust's staff and representatives.

- 11.3 You must use the Accommodation for residential purposes only.
- 11.4 You are entitled to occupy the Accommodation provided only so long as you are a registered full-time student pursuing a course of study at the University or College stated on your Acceptance Form. If you cease to be a full-time student this agreement will immediately come to an end in accordance with Clause 7.1. You are required to notify the Paragon Manager in writing immediately you cease to be a full-time student.
- 11.5 You must behave in a responsible and proper manner at all times with consideration for all other students, staff, local residents, and members of the public generally. Behaving in a violent or threatening manner towards anyone in the Accommodation is not acceptable and is a disciplinary offence, which may lead to expulsion.
- 11.6 It is expected that every student should be able to study or rest without disturbance from others at any time, and particularly from 11.00 pm. to 8.00 am. Any equipment used to create repeated noise nuisance may be confiscated and retained until you remove it from Paragon.
- 11.7 You must not do anything which will or may result in the insurance of the Paragon buildings being void or voidable or in the premium for it being increased nor allow anyone else to do so.
- 11.8 You must not take part in any illegal activities.
- 11.9 You must not keep or use any firearms, offensive weapons or explosive material in the Accommodation. Evidence of these items will be reported to the police.
- 11.10 You must not keep or use anywhere in the Accommodation any drugs, the possession of which is prohibited by statute (including but not limited to the Misuse of Drugs Act 1971).
- 11.11 Paragon provides non-smoking accommodation only. You must not smoke anywhere inside the Accommodation. Smoking is only permitted in the courtyard.
- 11.12 You must not throw any objects out of windows. This can be extremely dangerous and may be viewed as a criminal offence and reported to the police.
- 11.13 You must know and observe the safety regulations and participate in fire drills and may not tamper with fire alarms and fire-fighting equipment. Tampering with fire detection or fire fighting equipment or jeopardising the health and safety of the Accommodation or its residents in any way are serious disciplinary offences which may lead to immediate expulsion from the Accommodation. In addition, your University or College may be informed of the reason for your expulsion and the matter may be referred to the police.
- 11.14 Notwithstanding any repercussions in accordance with disciplinary action, if you set off a fire alarm without due cause (even if accidentally) resulting in attendance of the emergency fire services or the evacuation of the Residence you must pay on demand for any related costs incurred by the Trust, including the full cost of fire service attendance if the Trust is so charged.
- 11.15 You must only keep or use items in the Accommodation that are normally kept by students in residences of this type (qualifying items) and do not require the continued use of any of the shared areas. For example, exercise and weights machines, table football, stereo turntables must not be placed in shared kitchen/diner areas. You must not bring additional items of furniture into the Accommodation.
- 11.16 All items bought into the Accommodation must be kept and used in a safe manner and all electrical items must have a valid safety certificate issued by a qualified electrician.
- 11.17 You must allow the Paragon Manager to inspect any item referred to in Clauses 11.15 and 11.16 and if the item is found to be unsafe or uncertified (electrical) or if in the reasonable opinion of the Management it is not a qualifying item, you must immediately cease to use it and within a reasonable time remove it from the site.

- 11.18 You must not damage the Accommodation you occupy, the communal facilities, nor the decorations, furniture, or furnishings in any part of the Accommodation. You must be considerate in the use of communal facilities. Any damage including damage to furniture and equipment must be reported immediately to the Paragon Manager. Any damage or defacement in your Accommodation other than that caused through normal wear and tear will be charged to you. Damage to other parts of the Accommodation including communal facilities will be charged to those involved or, if no person can reasonably be identified, may be charged against the Deposits of all residents as appropriate.
- 11.19 Candles, oil lamps or any kind of combustible materials must not be brought into or used anywhere within the Accommodation. If found by Paragon staff, they will be confiscated without warning.
- 11.20 The use of portable heating and cooking equipment in your room is strictly forbidden. You must not cook in bedrooms. Hot plates, toasters, rice cookers, microwave ovens, and other cooking appliances may not be used in nor brought into study bedrooms. If found by Paragon staff, they will be confiscated without warning. Any food stored in rooms must be kept in suitable sealed containers.
- 11.21 You must not keep or use open deep fat frying equipment anywhere in the Accommodation. If found by Paragon staff, they will be confiscated without warning.
- 11.22 You must not use nails, screws, adhesive tac, or any method of fixing pictures or posters to the walls other than on the pin boards provided.
- 11.23 You may not bring hazardous substances into your room even from University or College laboratories or other premises.
- 11.24 You must complete your Unit inventory on arrival and return it to the Paragon office within 3 days.
- 11.25 You are not permitted to keep or bring any animals into the Accommodation. Disabled assistance dogs may be permitted with the express prior consent of the Paragon Manager.
- 11.26 You must provide the name, address and telephone number of someone who can be contacted on your behalf in case of emergency
- 11.27 We strongly recommend that you register with a doctor who is in the call out area of the Accommodation and who will agree to visit in an emergency. The name, address, and telephone number of the doctor should be entered on the appropriate form and returned to the Paragon Office within twenty-one days of arrival.
- 11.28 You must not apply for a parking permit nor park or allow any visitors to park any car or vehicle in any parking space in or neighbouring Paragon.
12. **Visitors**
- 12.1 The Trust reserves the right through its appointed officers to refuse any non-resident admission to the Accommodation at any time or to require them to leave Paragon.
- 12.2 You are responsible for the conduct of your guests at all times and you may not allow them to live in your room. Any obligation on your part shall, where appropriate, include a further obligation to ensure your visitors comply with it.
- 12.3 You may have overnight guests under the arrangements as specified and notified in the Supplemental Regulations. You remain responsible for your guests at all times and are responsible for any charges incurred by them.
- 12.4 You may not lend your key or access card to a non-resident, nor permit a guest to remain in any part of the Accommodation after you have left it.

13. **The Trust's Obligations**

The Trust will provide the following facilities for the Period of Occupancy (except to the extent that any of them are the subject of your obligations in this Agreement) but it is agreed without prejudice to the other terms hereof that the Trust shall not incur any liability for any temporary failure or interruption which arises for reasons beyond the Trust's control:

- 13.1 Maintenance and repair of the Accommodation
- 13.2 Operation, inspection, servicing and repair of plant, machinery and equipment in the Accommodation which belongs to the Trust
- 13.3 Provision and repair and maintenance of Unit Items and Shared Items
- 13.4 Periodic cleaning and removal of rubbish from the Shared Areas
- 13.5 Provision of fire fighting equipment (if required by legislation) in the Unit and Shared Areas and the payment of all charges in connection with its rental, installation and maintenance
- 13.6 An adequate supply of hot water for normal domestic use
- 13.7 Reasonably adequate heating in the Accommodation having regard to prevailing weather conditions
- 13.8 Access to Broadband Internet under the Conditions of Use described in Schedule 4
- 13.9 A Complaints Procedure similar in form to Schedule 1

14. **Licensors not Liable**

- 14.1 Subject to the subsequent provisions of this Clause 14, the Trust shall have no liability to you for any loss, expense, damage or theft (howsoever arising) under or in connection with this Agreement or by virtue of any other act or omission of the Trust's employees, agents or contractors.
- 14.2 Nothing in this Clause 14 shall restrict the Trust's liability to you in respect of death or personal injury in accordance with the law.
- 14.3 If despite this Clause, the Trust is found to be liable to you the liability shall be limited to the Instalments actually paid to the Trust

15. **Disciplinary Offences**

- 15.1 Disciplinary Offences will be treated under the Paragon Student Accommodation Disciplinary Procedures (attached at Schedule 2) and dealt with accordingly by the Paragon Manager.
- 15.2 In addition to the above provisions, all students in the Accommodation may also be subject to their University's or College's own disciplinary procedures in respect of their behaviour within the Accommodation.

- 16. **Complaints and appeals** If you are dissatisfied about any aspect of your stay in the Accommodation you may complain through the Touareg Student Accommodation Complaints Procedure (attached here as Schedule 1). Invoking the Complaints Procedure will not however suspend or delay the Trust's rights to take action under the terms of this Agreement.

- 17. **Illegality** If any provision of this Agreement is held to be unenforceable or illegal, in whole or in part, such provision or part shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall remain unaffected.

SCHEDULE 1

Paragon Student Accommodation

Complaints Procedure

1. GENERAL

The emphasis in this procedure is on informality, with the object of solving problems quickly, simply, and fairly. It is hoped that the great majority of issues can be settled amicably at an early stage. Constructive criticism is always welcomed as a help towards monitoring and raising service levels. A record of all complaints, at the First, Second or Third Stage of this procedure, will be kept by the Trust for a reasonable period. This record will include the complainant's name, details of the complaint and how it has been resolved or concluded. Use of the Complaints Procedure will not affect your statutory rights.

2. FIRST STAGE

2.1 Making a complaint

Complaints about Paragon services should be raised as quickly as possible with the Residence Officer responsible for your Block. You can contact them at the Paragon Office during office hours, contact them by telephone or put the complaint in writing. Any non-directed complaints will be allocated to a suitable member of staff by the Paragon Manager. Issues of a general or non-personal nature may alternatively be raised at the appropriate internal Paragon Residents' committee, through one of the members.

Where there are disputes between residents, both parties are expected to seek to reach an amicable resolution. If this is not possible, the matter should be reported to a Student Warden or your Residence Officer. If necessary, Touareg reserves the right to move any resident to alternative accommodation when seeking to resolve disputes.

The student shall be informed of the outcome of the First Stage investigation into their complaint, normally within 10 days. Otherwise they will be informed of the reasons for and expected duration of delay.

2.2 Complaints about individual members of staff

2.2.1 Complaints about Paragon staff must be addressed to the Paragon Manager. Complaints about the Paragon Manager must be made directly to the Executive Director of Commercial Services at the Touareg Trust head office. (Details may be obtained from the Paragon offices).

2.2.2 Complaints about members of staff must be dealt with in accordance with their contract of employment and not necessarily as provided below; complaints which could lead to disciplinary action against a member of staff will need to be made in writing.

3. SECOND STAGE

If the matter cannot be resolved satisfactorily at the First Stage, the student may request that the Paragon Manager reviews the complaint and investigation and the Paragon Manager shall do so at her own discretion and normally report her findings to the student within 10 days, or inform the student of the reasons for and expected duration of any delay.

4. THIRD STAGE

4.1 If the student remains unsatisfied with the handling of a complaint as outlined above, the student may make a formal complaint to the Executive Director of Commercial Services, but only in exceptional circumstances will the Executive Director of Commercial Services (or his/her nominee) consider any complaint which has not previously been examined under the First and Second Stage.

- 4.2 If the Executive Director of Commercial Services (or his/her nominee) comes to the conclusion that the complaint has already been settled fairly in the Accommodation, or that the complaint is trivial, or wholly lacking in merit or substance, the Executive Director of Commercial Services (or his/her nominee) may dismiss the complaint.
- 4.3 If the Executive Director of Commercial Services (or his/her nominee) comes to the conclusion that there is substance in the complaint, the Executive Director of Commercial Services (or his/her nominee) will seek to resolve the complaint, in discussion with the student and the Paragon Manager. The Executive Director of Commercial Services (or his/her nominee) shall usually conclude his/her investigation within 28 days and shall notify the student when the complaint is deemed to be concluded by the Trust.

5. **IMPLICATIONS OF MAKING A COMPLAINT**

Touareg believes that each individual has the right to seek the resolution of a problem without fear of adverse reaction or prejudice. Any matters raised will be treated in confidence with the aim of achieving a satisfactory outcome as quickly as possible.

There shall be no disciplinary or other adverse implications for a student who makes a complaint or allegation providing the student acts in good faith, within the law, and not vexatiously, or with malice, and in accordance with established procedures including those above. Victimisation of a complainant and deterring anybody from making a proper complaint are serious disciplinary offences.

SCHEDULE 2

Paragon Student Accommodation

Disciplinary Procedure

1. GENERAL

- 1.1 Students should understand that while studying at their College or University, or residing in the Accommodation, they are part of a community of other students, other Paragon residents and staff. Students are expected to act as responsible and considerate members of that community. In all areas of the Paragon site, students are required to observe the Trust's reasonable rules and procedures and to comply with the terms of their Licence Agreement.
- 1.2 The Paragon Manager has power to take disciplinary action for a Disciplinary Offence. If a Disciplinary Offence is found proven it may result in one of a number of consequences for the student including a warning, a fine or termination of the student's Licence Agreement and expulsion from the Accommodation. In addition, the Paragon Manager may refer serious allegations of a Disciplinary Offence, in appropriate circumstances, to be dealt with under the disciplinary procedures of the Student's University or College.
- 1.3 The emphasis of this procedure is on informality, with the object of solving problems quickly, simply and fairly. It is hoped that the great majority of issues can be settled amicably at an early stage.

2. INVESTIGATION

- 2.1 If an allegation of misconduct arises the Paragon Manager will appoint a member of her staff to undertake an investigation. The purpose of the investigation will be to ascertain all relevant facts relating to the allegation and to ascertain whether there is sufficient evidence to require a student within the Accommodation to answer to an allegation of misconduct. The investigating officer may interview the student concerned, other residents and staff at Paragon and may also wish to contact the student's University or College for more information. The investigating officer shall conclude their investigation and report their findings to the Paragon Manager as soon as possible.
- 2.2 If having reviewed the investigating officer's findings the Paragon Manager decides that there is an allegation of minor misconduct for the student to answer he or she shall notify the student accordingly.
- 2.3 If the student does not dispute the allegation or the material facts surrounding it the Paragon Manager may impose a penalty summarily on the student. Otherwise the Paragon Manager shall call the student to a meeting on 3 days' notice to consider the alleged misconduct. The student shall be entitled to bring a friend or representative e.g. from the Residents' association or their Student's Union. (Students may not be represented by an external organisation). They shall have the opportunity to state their case to the Paragon Manager before the Manager determines whether or not on the balance of probabilities the misconduct is found proven, and if so, what penalty should apply. The Paragon Manager shall confirm her decision to the student in writing within 7 days. If the Paragon Manager dismisses the matter no record of the allegations will be kept on the student's file.
- 2.4 In exceptional cases where the Paragon Manager reasonably believes that the student presents a serious and immediate risk to the health and safety of other residents the Paragon Manager has power to terminate the student's occupation and require that he or she be excluded from the Accommodation immediately.

3. **PENALTIES**

3.1 The range of potential penalties where misconduct is found proven include:

- 3.1.1 A warning, to stay on the student's accommodation file for a maximum of two years;
- 3.1.2 A charge for the full costs, including labour, materials and administration, of making good any damage for which the student has been held responsible;
- 3.1.3 Exclusion of a student from the Accommodation. A resident shall normally be given 28 days notice to leave the Accommodation unless the Paragon Manager reasonably believes that immediate expulsion is essential, where for example the student presents a serious and immediate risk to the health and safety of other residents;
- 3.1.4 Any other disciplinary action as the Paragon Manager sees as appropriate and reasonable;
- 3.1.5 The matter being referred to the student's University or College with a request that action be taken under their Student Code of Conduct;

At the Paragon Manager's discretion the student's University or College may be informed of any disciplinary action taken.

SCHEDULE 3

Disciplinary Offences

The following matters would be deemed by the Trust to constitute Disciplinary Offences:-

1. MISCONDUCT

- 1.1 Misconduct is improper interference in its broadest sense with the proper functioning or work of the Accommodation and the Paragon site, or activity which damages them. This includes all the members of the Paragon community.
- 1.2 On the Paragon site, misconduct will mean a breach of the student's Licence Agreement or non-compliance with other reasonable rules or procedures of the Trust. Serious misconduct could lead to termination of the Licence Agreement. While it is not possible to identify every action that might constitute misconduct at Paragon, some common examples are given below:-
 - 1.2.1 Damage to property belonging to Paragon or another resident;
 - 1.2.2 Injury or harassment of another resident or member of Paragon staff;
 - 1.2.3 Behaviour which puts the health or safety of other persons at risk;
 - 1.2.4 Use of illegal substances;
 - 1.2.5 Ant-social behaviour including serious or persistent levels of noise and disruption to other persons including within the local neighbourhood;
 - 1.2.6 Smoking in prohibited areas;
 - 1.2.7 Failure to comply with fire regulations;
 - 1.2.8 Breach of the e-mail and internet rules of internet use.

2. DRUGS AND INTOXICATING SUBSTANCES

- 2.1 Possession and use of any controlled drugs is illegal and is a serious disciplinary offence within the Accommodation. Use or possession of controlled drugs in the Accommodation, or allowing them to be used in your room or flat, will be cause for immediate expulsion from the Accommodation. In addition your University or College may be informed of the reason for which you are being required to leave and the matter may be referred to the police. Guests involved will also be required to leave immediately.
- 2.2 Drugs, solvents, and intoxicating substances are injurious to health. Residents seeking further information about drugs or other noxious substances or concerned about their own use of them should seek advice immediately from any one of the many health and support services, including their own doctor, who can provide professional advice. If you do not know how to contact one of the support services, please ask a Paragon Student Warden or the Welfare Officer at your University or College Student Services Office or Student's Union.
- 2.3 The police are interested in patterns of supply of drugs. Any resident receiving unsolicited offers of drugs or with other information which could be helpful to the police is invited to share such information with them.

3. **DISCRIMINATION AND PERSONAL HARASSMENT**

3.1 The Trust affirms its opposition to unfair discrimination in any form and it is in keeping with this policy to prohibit any kind of personal harassment including but not limited to harassment on the grounds of race, religion, sex, or sexual orientation.

3.2 Harassment of one member of the Paragon community by another is wholly unacceptable behaviour and can be grounds for disciplinary action which may include expulsion or dismissal. The matter may also be referred to your College or University.

3.3 Any incidents of personal harassment should be reported to the Paragon Manager as soon as possible.

4. **BROADBAND INTERNET**

The Broadband Internet policy set out in Schedule 4.

SCHEDULE 4

Paragon Student Accommodation

Broadband Internet

As the internet service is provided by a third party the Trust cannot guarantee that there will be no interruptions in service. The Trust will make reasonable endeavours to remedy any problems within 2 working days of receipt of notice of the interruption. The Trust will make reasonable endeavours to ensure that any interruption to the service is as short as possible.

1. Internet Service Terms and Conditions

1.1 This User Policy sets out how the Services may be used and any restrictions on your use of the Services. Many of the guidelines will be obvious, however, we set them out here so that there can be no confusion or doubt over what is or is not acceptable.

1.2 You should check this User Policy online regularly as we may change it to take on board new issues that may arise in connection with your use of the Services or the way we provide the Services. The most up to date version of the User Policy will apply to your use of the Services, even if you have not read the updated version. If we have reasonable grounds to suspect that you are in breach of this User Policy or any other terms on which we provide the Services to you, or you do anything which would put us in breach of our statutory or other obligations, we reserve the right to suspend or terminate your access to the Services. We will give you notice of suspension or termination as soon as it is practical to do so. . No refund will be made if services are terminated for any period due to misuse.

2. General Use

2.1 As a general principle, you must not use the Services in any way that is unlawful or illegal or in a way that affects the enjoyment of other users of the Services.

2.2 Nobody may use the Services, either directly or indirectly:

2.2.1 to transmit, publish, link to, make available or receive any material which is defamatory, offensive, abusive, obscene, indecent, racist, harmful, threatening or menacing; or

2.2.2 in a way that will be a breach of any person's rights, including a breach of confidence, copyright, privacy or any other rights; or

2.2.3 in breach of any instructions we have given you under the Residential Customer Service Agreement; or

2.2.4 in a way that is associated with a criminal offence; or

2.2.5 in a way that does not conform with the acceptable use or anti-spam policies of any connected networks, the standards of the Advertising Standards Authority, professional publishing standards or any Internet standards; or

2.2.6 to infringe by the use of any domain name, mail box name or otherwise upon the rights of any other person in a trade mark or name whether in statute or common law; or

2.2.7 to send email or any other type of electronic message with the intention or result of affecting the performance or functionality of any computer facilities.

3. Unacceptable Behaviour

Nobody may use the Services, either directly or indirectly:

3.1 to threaten, harass or cause distress, annoyance or discomfort to any other person or entity;

- 3.2 to intentionally disrupt or adversely affect any other person or entity's access to or use of the Internet or any features which form part of the Internet;
- 3.3 to transmit or cause to be transmitted any advertising, promotional or other materials that are unsolicited (commonly known as "spam");
- 3.4 to transmit or cause to be transmitted mail bombs, chain letters or pyramid schemes.

4. **Security**

- 4.1 One of the main dangers when using the Internet is the possibility of someone gaining access to your PC (or any other device you use to access the Internet) and the information you keep on it. To help prevent this we strongly recommend you use a firewall. A firewall is a product which helps protect your machine from unauthorised access. No firewall can guarantee security, but an adequate firewall will increase the security of your machine and help protect your anonymity.
- 4.2 We do not provide firewalls ourselves, but you will find further information on security and details of various firewalls which are available on our help pages. It is your responsibility to ensure the security of your machine and we cannot be responsible to you in the event that a person gains unauthorised access, whether or not you use a firewall.
- 4.3 You must not use the Services to carry out Port scanning/probing (which is an attempt to identify an open gateway into another Internet user's machine). Where it has been identified that an account has been used for this activity we may withdraw the Services without notice.
- 4.4 You must not use the Services to run any program that can be used to compromise the efficiency and security of network traffic.
- 4.5 You must not use the Services to knowingly or unknowingly cause to be transmitted Worms, Trojans or Viruses. Any account found to have been used to transmit such items can be subject to immediate suspension or disconnection of Services without notice.
- 4.6 We in no way offer support for the detection or removal of Viruses, Worms or Trojans. We strongly recommend that you use good quality up-to-date anti-virus software supplied by a reputable anti-virus developer to protect your system from unwanted Viruses, Worms and Trojans. Details can be found on our help pages

5. **Data Protection and Privacy**

- 5.1 Before completing any forms or passing your personal details on to anyone via the Internet you should be certain about who is receiving those details and if you do not wish them to sell your name to third parties, you should check the opt out boxes.
- 5.2 Details of the UK Data Protection law and registration requirements can be found at <http://www.dataprotection.gov.uk>.
- 5.3 Nobody may use the Services, either directly or indirectly:
 - 5.3.1 in breach of the provisions of the data protection legislation or any directions issued by the Data Protection Commissioner;
 - 5.3.2 to collect names and personal details of other users of the Services;
 - 5.3.3 to transmit, publish, link to, make available or cause to be transmitted any material designed to obtain passwords, account information or other information from other users of the Services.

6. **Copyright and Third Party Rights**

- 6.1 Many images, photographs, articles, pages, designs, drawings, software, music, information and other materials published on the Internet and on the Services are protected by copyright. Publishing material on the Internet and on the Services does not mean it is available for anyone to copy. Unless the owner of that copyright specifically states that you may copy the work, you should assume that you cannot.
- 6.2 It is an infringement of copyright to copy, reproduce, adapt, translate, broadcast or perform copyright protected material without permission, to make infringing copies available to the public or otherwise to knowingly deal in infringing copies.
- 6.3 The Services must not be used, directly or indirectly, to transmit, publish, link to or otherwise make available any confidential information or trade secrets of any person or entity.

7. **Fraud**

- 7.1 Nobody may use the Services, either directly or indirectly to impersonate any person, entity or a minor or to commit or attempt to commit any fraud.
- 7.2 In using the Services, you must not use a false name or a name you are not entitled to use.

8. **Shopping**

- 8.1 For inclusion on our portal, we have selected a cross-section of companies to provide you with access to a broad range of services. Some of these companies are content partners which means that we work very closely with them to ensure that their content is fully integrated within our Services. Other companies are linked partners - here we have just set up hyperlinks to their websites and have no control over the content of these websites.
- 8.2 Whenever you buy any products via the Internet and/or Interactive Services, you are buying from the merchant and not from us. However, in order to ensure that you enjoy your shopping experience, we recommend that you follow these guidelines:
 - 8.2.1 make sure you know who you are dealing with - note down the merchant's name, address and content details.
 - 8.2.2 check the merchant's terms and conditions and any guarantee.
 - 8.2.3 check the price and any extras such as delivery costs and the period for which the price remains valid.
 - 8.2.4 check the delivery times and any returns/refund policies make sure you know what you are ordering - is there an accurate description or picture of the goods or services?

when ordering via the Internet, make sure that the merchant has confirmed that you are ordering from a secure website - you should be supplied with a password and told that your credit card details will be encrypted. It is not recommended that you send financial information by ordinary email. Ensure that you get a receipt and acknowledgement of your order and an order reference number. We cooperate with merchants and credit card companies in the detection and prevention of fraud.

- 8.3 Remember that consumer protection laws do apply to transactions on our Services which means that all merchants should act honestly and fairly.

9. **Servers**

- 9.1 You are solely responsible for the setup and security of all servers that you may run on your PC. You are also responsible for all traffic that may pass through your PC. We cannot be held liable for any losses or damages that may occur as a result of a compromise of your server. Please note that your account may be subject to immediate suspension or disconnection without notice, if any

security breaches do occur or any server causes any degradation in network performance. You should also note that running servers on your PC may cause your own connection to operate in a less than optimal manner.

9.2 You may run other servers but be aware that we reserve the right to restrict access to them should they cause network problems or should we receive complaints from other customers.

9.3 We may, at our sole discretion, run manual or automatic systems to determine your compliance with our User Policy (e.g. scanning for "open mail relays"). By entering into this Agreement you are deemed to have granted permission for this limited intrusion onto your network or machine.

Please note that should we receive any complaints about any server that you may be running that your Internet access may be suspended without notice pending further investigation.

10. **Use of the Network**

10.1 **Networking and Wireless Networking**

10.1.1 The Internet Services are designed for connection to a single PC. If you connect more than one PC at any one time to the Internet Services you agree that this shall be entirely at your own risk. Technical support shall remain limited to your Internet connection only. You must not connect more than three (3) PCs to the Internet Services at any one time.

10.1.2 You are permitted to use routers, and the connection of a dedicated hardware router or firewall shall not be considered a PC for the purposes of this section.

10.2 **Data Usage**

10.2.1 Nobody may use the Internet Services, either directly or indirectly in excess of the usage allowances set out in this section.

10.2.2 The Internet Services are intended for normal recreational or educational use by individuals and the pricing and network architecture have been designed accordingly. Customers who exceed the usage allowances applicable to the Internet Services may reduce the performance of the network for other customers.

10.2.3 The Daily usage allowance is a total of both upload and download, and should have a ratio of no more than 4:1 in favor of download (E.g. 250kb upload for every 1 Mb download).

10.2.4 In the event that you exceed the usage allowances applicable to your Internet Services, we reserve the right (at our sole discretion) to reduce, suspend or terminate your Internet Services for one week. If following any reduction, suspension or termination of your Internet Services you again execute your usage allowance then your Internet Services may be terminated. No refund will be made if services are terminated for any period due to misuse.

10.2.5 No individual service or system running on the network should use more than a total of 500 megabytes (500MB) of bandwidth per day inbound and or outbound for those on our standard service (Virtual Life Starter) or where service is included within the accommodation building. These usage limits are increased to 1Gb for the Virtual Life Plus service.

10.2.6 Initial Notification: Should you exceed this limit you will receive an email notification, warning you that your service could be suspended. If you continue to exceed the usage levels you will receive a further warning and your service transmission will be downgraded to a throughput limit of 56Kbs for a 5 day period. In the event of continued over use your account will be suspended.