

UUK Accommodation Code of Practice

Late Building Guidance Appendix

1. Introduction

The residential student experience, especially for first year students moving away from home for the first time, is an important element of the overall student experience. Students impacted by late accommodation delivery report the adverse impact this has upon the quality of their experience and their general mental health and wellbeing. This guidance covers actions which should be considered to support students in the event of a Higher Education (HE) or Further Education (FE) establishment experiencing a delayed opening of student accommodation, either as a new building or where existing building refurbishment works have been undertaken.

2. Definition

The definition of a Late Building for the purposes of this guidance is any building project which results in a student being unable to move into their allocated or expected accommodation on the date their contract commences. This could be for any of the following reasons and it is recognised that the required mitigations will vary depending on the severity of the situation:

- The entirety of a building project is delayed with no part of the accommodation available for student occupation at the start of the tenancy.
- Partial completion has taken place, either with some areas fully functional and occupied and others not available for occupation at all, or where student bedrooms are available for occupation but with reduced access to facilities and services. This could be for any length of time (e.g. for a few days following the move in date or for a number of weeks or months).
- A planned opening of new accommodation post the commencement of the academic year but with contracts commencing at the usual time. E.g. temporary accommodation provided contractually with a move later in the semester to permanent accommodation.

3. Project Delivery (either internally or via contractors)

- 3.1 Building projects should align to the start of an academic cycle and have an appropriate planning timescale from inception to completion including a contingency period in the build time. Appropriate UK consideration should be given to the requirements of the H/FEE recruitment cycle to provide certainty for the marketing, application and allocation of accommodation.
- 3.2 Handover date should be sufficiently in advance of the residential contract commencement to allow for the preparation of the accommodation for occupancy. For new building projects this could be as much as 3 months to allow for building checks, remedial works and inductions to take place.
- 3.3 It is highly beneficial to include student representation from the outset of the project including involvement with the accommodation design process.
- 3.4 Building projects should include steps to mitigate the effect of any delays, to the opening of a building or facilities which impacts upon the occupancy of students (including projects where a delay is not anticipated). This could include the following options:
 - Including Liquidated Damages (LAD) clauses within the building contract. This provides for a pre-agreed amount from the contractor for each day (or week) the project is

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- delayed beyond the planned completion date. Any agreed amount should be sensible reflecting the actual costs of providing replacement accommodation for displaced students as this charge will form part of the agreed contract price.
- The H/FEE should appoint an independent building surveyor to conduct regular building inspections to ensure the project is on track as reported by the Contractor. Inspection dates should coincide with key decision dates in relation to the H/FEE recruitment cycle.
- Including a provision for the contractor to provide substitute accommodation. This provision should specify what must be included for the accommodation to be deemed as a suitable alternative (e.g. location, facilities and quality).
- Consideration at the outset of the availability of own, partner accommodation (e.g. other H/FEE, PBSA or Hotel) either as a temporary or substitute solution. If hotel or other alternative accommodation is being used it is important to assess the impact of the likely differential in experience. This could be recognised in an institution's Disaster Recovery Plan.

3.5 Any penalty framework options should be negotiated carefully and form a part of the project contract specifying the management of late delivery. If necessary these funds can be applied to adjust accommodation rent, noting however the developer will include this allowance as part of the overall construction cost.

3.6 Due diligence of the contractor's programme will need to include consideration of what allowance if any for potential delay has been included, the time of year which the work will be carried out and if the proposed build time is realistic. The overall programme time frame needs to include the time required for internal H/FEE set-up prior to occupation, which can often be overlooked or under estimated.

3.7 Early Warning Notice clauses with the contractor can be used in an attempt to flag issues as early as possible. However the success of these relies upon honest and open communication between the contractor and the H/FEE Project Manager.

4. Communications Strategy

4.1 H/FEEs should have a clear communication strategy for any residential building project informing students of proposed works, detailing outline works and including the expected occupation timeline. Typically the methods of communicating this important information includes the following:

- Marketing materials advertising the residential accommodation (e.g. Prospectus, accommodation brochures, University and accommodation websites).
- The written/electronic contract for the provision of residential accommodation issued prior to the commencement of occupation.
- Any other emails or communications sent to the students in advance of their move in date (e.g. as part of welcome and induction materials)

4.2 The Communication Strategy should detail the way in which communication will be made with students at the earliest opportunity in the event of any delayed occupation or revision to facilities and services. This may be flagged to the F/HEE due to an Early Warning notice from the contractor or on the advice of the independent inspecting building professional. Engagement and communication with the local Student Union or Guild Team is essential in supporting messaging and engagement with students.

5. Health and Safety Standards

- 5.1 Accommodation, including substitute accommodation, must meet the requirements of all relevant health and safety legislation. H/FEEs must be able to demonstrate appropriate risk assessments have been completed including fire safety management, outbreak of disease or major failure of services and have appropriate procedures for dealing with these situations in any substitute accommodation.
- 5.2 All parts of the accommodation, including substitute, must be secured against intrusion with an appropriate security response to any reported safety and security concerns.

6. Kitchen facilities, food storage, washing facilities, furnishing and other matters

- 6.1 Where alternative arrangements are provided, students should not experience any additional costs or expenses over and above the original cost of their accommodation charges.
- 6.2 Where access to appropriate self-catering facilities (e.g. sufficient to undertake the preparation, cooking and storage of food for the number of residents) is not provided, an alternative meal service must be provided. Options could include:
- Making available alternative suitable self-catering facilities elsewhere as long as this is sufficient for the overall number of students and is conveniently located. An expectation for students to dine in their bedroom accommodation would not be considered as a suitable alternative.
 - Making available catered meals in other Halls of Residence or outlets as long as this is sufficient for the overall number of students and is conveniently located.
 - Providing a meal allowance in the form of a rent reduction or voucher (ensuring the voucher can be used in a convenient location).
- 6.3 Consideration should be given to the storage of self-catering equipment being brought on to site by the student. Additional storage for personal belongings may also be necessary if the substitute accommodation is not similar in size or style. Appropriate procedures should be introduced for the recording of, access to and retrieval of such stored items.
- 6.4 Internet access should offer a similar experience to that which was to have been provided. The H/FEE will be responsible for any additional cost in relation to the provision of IT services.
- 6.5 Where access to advertised communal facilities (e.g. laundry services, common rooms) is not available alternative arrangements must be identified. In the case of short term hotel accommodation it may be necessary for the H/FEE to pay for student laundry costs in the form of a monetary allowance.
- 6.6 In situations where substitute accommodation is located further from the H/FEE Academic Campus providing for additional travel costs or services should be included.
- 6.7 Suitable arrangements must be made for the receipt and distribution of student mail.
- 6.8 When students transfer from substitute accommodation to their permanent accommodation the H/FEE will need to appoint an appropriate removal service to move student belongings. Consideration should be given to the provision of storage boxes,

labelling and overall management of the transfer of students over a timely period to minimise disruption.

7. Repair and Maintenance Management

7.1 Many students are unlikely to have dealt with building projects themselves and therefore may need advice and guidance regarding the fact that teething problems are highly likely in any new build/refurb. Students must be provided with information for the reporting of faults or defects. Service level agreements, including response times, should be agreed with the provider of any substitute accommodation and the building contractor for post completion during the project defect period.

8. Environmental Quality

8.1 Appropriate arrangements will need to be in place for the collection of refuse, recycling facilities, pest control and cycle storage. These arrangements should be agreed as a service level agreement with the provider of any substitute accommodation.

9. Landlord and tenant relationship

9.1 When bedroom accommodation is not ready for occupation at the start of the residential contract alternative contractual arrangements and options must be offered to students. Typically these will include:

- An offer of substitute accommodation, either on a short or long term basis, with a level of rent not higher than the original rent.
- A delayed start to the contract commencement with a related rental adjustment.
- The offer of a compensation package in the form of discounted accommodation rent taking into account the level of inconvenience and loss of services/facilities. The time frame for providing compensation to the student should be reasonable and not unduly delayed.
- An option to be released from contract subject to a defined notice period (e.g. 7 working days).

9.2 Once occupation levels are known in other accommodation, consideration should be given as to whether any other permanent accommodation options can be offered from rooms not taken up due to non-arrivals. The timing of this is important and where possible, consideration should be given to co-locate friendship groups which may have already formed.

9.3 Determine a final date where any compensation packages will become unavailable and when students will need to make a decision on the presented options. This may be even if they are waiting out for completion of the original building. Students should be notified of any deadline in good time and any communication should include signposting to the Students' Union and other appropriate advice services.

9.4 Clarify insurance liabilities for residents allocated in substitute accommodation. The H/FEE will need to offer the same level of cover and options contained within the accommodation fee.

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- 9.5 Determine if further options on tenancy surrender should be offered if the situation arises where students have not moved into their new accommodation before the end of the 1st semester.
- 9.6 Agree set dates on which students will be updated on the progress of completion and maintain regular communications throughout the period.
- 9.7 Provide a specific email address and contact details which residents can use in relation to raising concerns.
- 9.8 Consider also where possible a regular 'group meeting' for those concerned to be able to meet with an H/FEE representative.

10. Health and Wellbeing

- 10.1 Any information issued to residents e.g. induction and briefing documentation must be amended to detail substitute accommodation, facilities and services.
- 10.2 To support community development and the wellbeing of students, the same level of access to student support as that already provided in the H/FEE accommodation must be maintained. This may involve linking existing residential support teams to any substitute accommodation. Other support services e.g. Students Union, H/FEE Student Services should be kept informed until the situation is resolved. You may wish to consider involving staff from student support services in any 'group meetings' that are organised so they can follow up directly with any students flagging health and wellbeing issues. All residents must be provided with an emergency out of hours contact.
- 10.3 Develop a communication route for parents and make information available on the accommodation website about how this can be accessed and the expectation of third party communications.

11. Anti-social Behaviour and Disciplinary Procedures

- 11.1 Residents should be reminded of their duties to act in a fit and proper manner, especially in substitute arrangements. The H/FEE should ensure their codes of behaviour and disciplinary procedures extend to cover these types of situation and inform residents of how reports of inappropriate behaviour will be managed.

12. Code Compliance

- 12.1 H/FEEs must have in place an appropriate Late Building Policy which details the arrangements which will be implemented to support students should such situations occur.
- 12.2 The late building policy should be made available to all students who have, or are about to sign, a tenancy for new build or refurbished accommodation.
- 12.3 The policy should set out clear and concise information supporting students in their decision making and signpost how to obtain further advice, including that available from the local Students' Union.