



# **RESIDENTIAL SERVICES RESIDENCE REGULATIONS 2019/2020**

**Applicable to University Residences**

*(Includes supporting policies and procedures)*

These Residence Regulations form part of your Accommodation and as such, on accepting the terms of your Tenancy Agreement you are agreeing to abide by the Terms and Conditions contained within this document.

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# 1 INTRODUCTION

Welcome to your university residence. The Residential Services Team will make every effort to ensure your stay is enjoyable and ask that you assist us with this aim. Please see our [mission statement](#) and values that we use to assist us in this respect.

As with all communities, our residences require regulations to operate effectively and these rules have a sound basis in common sense. There are simply two underlying principles: be considerate of your own safety and wellbeing and that of your neighbours; respect individuality and understand that all residents have different lifestyles and needs.

The following regulations apply to all University Residences; they are approved by the University's Student Affairs Committee; they meet the UUK Accommodation Code of Practice and ensure related UK housing legislation is met. In signing your Residence Tenancy Agreement, you are deemed to be accepting and agree to abide by all related regulations, policies and procedures, contained herein.

Correspondence concerning all residence matters is sent to your student email so you must check this regularly for communications from Residential Services.

As a resident, you are also bound by the University's General Regulations, which are contained in the Academic Handbook and on the University's website. (For clarity, the University's Regulations are applied, in cases where the issue needs to be dealt with more widely than just within the Residence Regulations.)

Thank you for taking the time to read these regulations. Please do not hesitate to contact the Residential Services team if any parts are unclear. We hope the content is informative and will help ensure your stay is one you will cherish.

Ceri Jones

Head of Residential Services

## 2 GENERAL TERMS

The Tenant forms part of a community, which requires every student to take responsibility for the actions and reporting of behaviour that could affect others within the accommodation.

- 2.1 You must apply for accommodation following the advertised application process at [www.swansea.ac.uk/accommodation](http://www.swansea.ac.uk/accommodation).
- 2.2 You must inform us of any disability or special needs that support your accommodation application; providing supporting evidence where necessary via engagement with the Disability Office. This information will only be used to make appropriate adaptations to the facilities and service where necessary e.g. installation of a hearing loop, if required. To ensure necessary adaptations are in place prior to start of the tenancy, Residential Services will need specification of any works or equipment required 6 weeks prior to occupancy of the room. Our Residences are an independent living environment and staff cannot provide additional care – this support will need to be provided by an outside agency.
- 2.3 You must complete the Residential Services' online induction as this forms part of your accommodation acceptance process.
- 2.4 If you live in family accommodation and your partner is not a student, you will receive a joint tenancy on the understanding that you both agree to be bound by these Residence Regulations. If you cease to be enrolled at the University, you must both vacate the accommodation.
- 2.5 You are responsible for your visitors and any poor behaviour on their part will result in you being disciplined and/or charged accordingly for their misdemeanours.
- 2.6 If you have an issue with your accommodation or related service, you must report it to the Residence Reception within 24 hours. If the matter appears to be unresolved check back at reception for an update. If the matter is still unresolved, you may consider submitting a complaint after all other informal options have been investigated. You can register your complaint in writing formally by completing a Complaint Form download from the following address: [www.swansea.ac.uk/accommodation/regulationsbrochures](http://www.swansea.ac.uk/accommodation/regulationsbrochures) / or from Residence Receptions.
- 2.7 All complaints relating to the accommodation and / or contract need to be made by the student concerned and not via a parent/guardian or other third party. A complaint received by a third party will only be considered in exceptional circumstances, with the express written permission of the student complainant.
- 2.8 We expect you to register with the University's General Practitioner or with a local medical practice within 2 weeks of arrival in Swansea.
- 2.9 Students with an ICE form (In case of Emergency) from the Disability Office with instructions on necessary action in a medical emergency must display these inside their wardrobe door.

- 2.10 You can only occupy your accommodation during the period stated in your Residence Tenancy Agreement.
- 2.11 You must divulge any unspent criminal convictions relevant to your accommodation application.
- 2.12 Payments for accommodation must be made by the specified payment dates.
- 2.13 All aspects of the Residence Regulations and Tenancy Agreement must be adhered to.
- 2.14 Failure to adhere with any terms of these Regulations may result in the Residential Disciplinary Procedure and/or Charges Policy being invoked.

### 3 FIRE, SAFETY AND SECURITY

These Fire, Safety and Security terms must be adhered to. Failure to do so will result in the Residential Disciplinary Procedure and/or Charges Policy being invoked.

- 3.1 You must keep your accommodation secure and are responsible for the safe-keeping of your residence keys. If you persistently lock yourself out you risk invoking the above processes – see Disciplinary Matrix.
- 3.2 All Hallways, Corridors and Communal areas must be kept free of anything that may cause an obstruction or Trip Hazard.
- 3.3 You must familiarise yourself with fire regulations; participate in evacuation procedures; know the location of firefighting equipment and your nearest fire exit. Fire safety signs and information are posted on walls/doors within all University Residences.
- 3.4 You must follow the approved fire evacuation procedures including any personal emergency evacuation plans (PEEP for students with specific accommodation evacuation needs).
- 3.5 Fire prevention, fire doors, alarms and detection equipment is provided for your safety and you must not tamper with it under any circumstances. It is a criminal offence to misuse/tamper with any fire equipment. The University regards misuse of fire equipment extremely seriously as it endangers your life and others.
- 3.6 If resident(s) responsible for tampering with fire equipment are not identified, all residents in the area will be subject to the Charges Policy and Residential Disciplinary Procedure.
- 3.7 If firefighting equipment is used, you must report this to your Residence Manager within 24 hours.
- 3.8 Any items that are deemed by the Residence Manager to pose an increased risk of fire or could impinge on evacuation in the event of a fire are prohibited in accommodation e.g. bikes in corridors, deep fat fryers, etc.
- 3.9 You agree not do anything which may cause a fire hazard, including (but not limited to) using or storing in the Accommodation, the Communal Areas or the Hall any flammable materials including:
  - *Candles, incense sticks/burners or other naked flame;*
  - *Fireworks;*
  - *Petrol, paraffin, bottled gas, oil (including oil-filled radiators) or other dangerous materials;*
  - *Inflatable items (for example chairs, cushions etc.);*
  - *Barbeques;*
  - *Personal heaters, gas canisters and other flammable materials are not permitted in residences;*
  - *Personal cooking equipment (such as hot plates and grills, sandwich toasters, rice cookers) must only be used and stored in kitchen areas – use of such items is not permitted in bedrooms;*

- *Deep fat fryers pose a significant fire risk and are not permitted in residences*

3.10 Misuse/abuse of kitchen facilities will not be tolerated.

3.11 Fire alarm tests will be carried out weekly at advertised times during the term time.

3.12 In the event of a fire alarm being activated, (excluding weekly scheduled testing – check your Residents' Handbook for details), you (and visitors) must evacuate the building and only return when instructed by University staff or the Fire Service.

3.13 If you have an accident or are involved in an incident in University Residences, you must report the incident to Residence Staff to prevent further accidents occurring.

3.14 You must not remove safety catches from windows.

3.15 Any item released from windows or stored on outer window ledge can pose a serious Health and Safety risk and will not be tolerated.

3.16 Lifts must not be overloaded.

3.17 You are not permitted to access attic or roof areas.

3.18 You are not permitted to store any weaponry, imitation or display in this residences, this includes, but is not limited to, archery equipment, BB airsoft guns, etc., If you are unsure you must seek written permission from the Residence Manger.

## 4 GENERAL CONDUCT AND BEHAVIOUR

Whilst not an exhaustive list, the following should be regarded as general examples of misconduct within the University's owned and managed accommodation, and therefore subject to the Charges Policy and/or Residential Disciplinary Procedure. The Disciplinary Matrix sets out and highlights the normal level of sanctions that could be imposed for representative incidents of misconduct.

In cases where the nature of the offence is more serious than the allotted category in the matrix, discretion may be used to elevate it to a higher category (i.e. throwing items out of windows – item could cause serious injury).

- 4.1 Your conduct and behaviour must comply with your commitments as a resident, as set out in the Residential Services' Student Charter, including (but not limited to) to cooperating fully with investigations into security and disciplinary shortcomings.
- 4.2 Violent, indecent, disorderly, threatening or offensive behaviour or language whilst in a University residential property or area surrounding the property will not be tolerated, including any breach of the University's Equality and Diversity or Harassment policies.
- 4.3 Vandalism is never acceptable – this includes significant or deliberate damage or defacement of University residential property caused intentionally or recklessly, and the misappropriation of such property.
- 4.4 Accidental damage: whilst we understand this can sometimes happen, you are still responsible for covering the cost of repairs needed. We may still apply disciplinary sanctions.
- 4.5 Not maintaining your flat/room to an appropriate level of cleanliness: you must ensure you clean regularly to avoid damage to fixtures and fittings and make sure your health is not endangered.
- 4.6 You are required to show consideration to other residents in and around the University residences or other University managed residences concerning noise levels. Noise is classed as excessive if it disturbs another resident. You will be asked to reduce noise if complaints are received or instructed to do so by a University member of staff. . **Items such as loudspeakers, amplifiers, mixing decks etc. may be confiscated if persistent nuisance occurs**
- 4.7 You must keep noise to a minimum during the weekdays and Sundays between 11pm and 8am and Fridays and Saturdays between 12 Midnight and 8am. If you experience problems with noise from other residents please, firstly:
  - Speak directly to the person involved then
  - Contact the Welfare Wardens or Residence Life Assistants.
  - and finally your Residence Life Co-ordinator

During examination periods noise regulations will be strictly enforced and sanctions swiftly imposed - Disciplinary Matrix.



- 4.8 Offences under criminal law are not tolerated within residences, and the University will not hesitate to notify the Police where appropriate. The University may conduct their own investigations and you may be required to move to an alternative room or be excluded from residences and the University while the Police investigation and / or action is in progress; where an individual(s)'s safety is put in jeopardy.
- 4.9 Fraud, deceit, deception, dishonesty, misuse or unauthorised use of the University's residential properties (or items of property) will not be tolerated.
- 4.10 The use of controlled drugs is a criminal offence and their use is prohibited. If you are found to be using or selling drugs on University premises, the matter will be reported to the Police.
- 4.11 Formerly known as Legal Highs, all psychoactive substances are (NPS) are banned from Residences. This includes the use of Nitrous Oxide and as such and suspected packages will be not accepted for delivery at the residences.
- 4.12 The University views all theft as a serious matter. In addition to invoking the Residential Disciplinary Procedure, Residential Services may also contact the owner of the stolen property who may decide to prosecute, after involving the police.
- 4.13 Obstruction or improper interference with the functions, duties or activities of any student, member of staff or other employee or contractor of the University or any authorised visitor to the University will not be tolerated.
- 4.14 Conduct which unreasonably disrupts or is likely to disrupt University activities, any student in pursuit of his/her studies or living arrangements, or contravenes the Residence Regulations and other related University policies will not be endured.
- 4.15 Failure to disclose, when requested, your name and other relevant details e.g. address, student number, etc. to an employee, agent or authorised person of the University in circumstances when it is reasonable to request that such information be given, will not be supported.
- 4.16 Malicious or persistent nuisance telephone calls on the residence telephone system or cyber bullying will not be tolerated. If you make nuisance calls you could have your telephone facility withdrawn. In extreme cases the Police may be notified. Similar action will be taken in the event of misuse or unauthorised use of University residential IT equipment and systems.
- 4.17 Ball games are not permitted within the buildings or in areas where damage may be caused (for example, near windows or parked cars) or where other residents will be disturbed.
- 4.18 The distribution of promotional material (such as flyers, leaflets, etc.) is strictly prohibited without the express permission of the Head of Residential Services.
- 4.19 Smoking, including the vapours emitted from e-cigarettes and similar smoking paraphernalia, is prohibited as per the University's Smoke Free Policy: this includes all study rooms, communal areas and within 5 metres of any buildings.

- 4.20 Behaviour which specifically brings the University and Residential Services into disrepute is not acceptable. This extends to the use of Social Media.
  - 4.21 Behaviour deemed to jeopardise the safety of yourself or others will not be tolerated and is likely to result in exclusion from residence.
  - 4.22 Failure to comply with a previously imposed sanction could re-invoke the Residential Disciplinary Procedure.
  - 4.23 Alcohol does not exonerate you from responsibility for your actions
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## 5 USE OF ACCOMMODATION

These terms of Use of Accommodation must be adhered to. Failure to do so will result in the Residential Disciplinary Procedure and/or Charges Policy being invoked.

- 5.1 You must keep all areas of your accommodation clean, tidy and in a safe condition that is free of damage, as stated in your Tenancy Agreement.
- 5.2 We have a legal obligation to ensure your accommodation is safe for you to live in, this means we are obliged to carry out Safety & Maintenance inspections throughout the year. We will notify you of these inspections in advance and expect the property to be clean and tidy in order for us to carry out the inspection. Failure to do this after warning could result in contract cleaners being brought in so that the appropriate checks can be made by staff. In this instance the costs, where appropriate, will be passed onto the residents of the property.
- 5.3 You must look after all areas of your accommodation and report incidents of damage (accidental or deliberate) or required repairs within 24 hours of becoming aware of it, and within 7 days following your arrival.
- 5.4 Fictitious or malicious call outs will result in an administration charge.
- 5.5 Only University appointed staff/contractors are permitted to carry out repairs. Under no circumstances should you arrange repairs with other parties: If you do so, you will not be reimbursed for the work and may be charged for any rectification work.
- 5.6 Unreported damage at the end of term, after investigation, may be attributed to residents living in and responsible for a designated area.
- 5.7 You are covered by a Block Accommodation Insurance policy. Your Insurance Certificate is emailed to you prior to arrival.
- 5.8 If you live in a single room and your family arrives during the academic year, you can only transfer to couple/family accommodation if there are vacancies.
- 5.9 If you live in designated couple accommodation, this is suitable for two adults and an infant up to 18 months old by the end of the tenancy period, after which time you must transfer to larger accommodation.
- 5.10 Visitors: occasional short stay visitors are allowed (visitor must be over 18 years of age) up to a maximum of two nights in any visit and a maximum of three visits per term. You are responsible for the behaviour of your visitors.
- 5.11 You are responsible for ensuring that any equipment you bring is electrically safe and suitable for UK electrical systems (for details, refer to the Electrical Safety Council). If you are in doubt about

the suitability of appliances contact Residential Services who will arrange an electrical test, if necessary. Failure to ensure your appliances are safe may result items being confiscated.

- 5.12 Due to the **fire risk**, you are not allowed portable electric or gas heaters or cooking equipment in your accommodation. You must not use any items which may have a naked flame for example, candles and oil lamps, etc. Chip pans are a serious fire risk and so are prohibited in University accommodation.
  - 5.13 Cooking appliances and/or food preparation are not permitted in your study room.
  - 5.14 Only authorised vehicles are permitted on University grounds and are subject to the University Parking Regulations.
  - 5.15 If you have a mobility issue and need to park on the Singleton Campus, you must apply for a parking permit from the Department of Estates & Facilities Management.
  - 5.16 If you are an HSV resident, you should display a valid parking permit (available from your Residence Reception).
  - 5.17 Bicycles must be kept securely stored in designated areas and large items may only be stored at the discretion of your Residence Manager – see your Residents’ Handbook for details.
  - 5.18 You must attend any accommodation meeting called by members of Residential Services.
  - 5.19 You must participate in personal and residence recycling of waste and sustainability initiatives.
  - 5.20 You are not permitted to keep any animals in your accommodation. This excludes guide dogs for hearing or visual impairments.
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## APPENDIX A: RESIDENTIAL SERVICES' PROCEDURES



## i. RESIDENTIAL SERVICES' DEBT MANAGEMENT POLICY AND PROCEDURE

### INTRODUCTION

This sets out the procedure that will be followed in relation to managing residential student debt. The University's policy is to minimise all levels of debts while ensuring students are given appropriate support to pay fees owed in a timely fashion. The procedure relates to all accommodation fees and additional residential charges payable to the University. Residential Services' Debt Management Policy and Procedure has been developed to enable the University to run an efficient and effective method of debt management.

### SUPPORT TO STUDENTS

In applying the procedure, the University will at all times seek to be sympathetic to, and understanding of individual student's financial circumstances. However, for the University to do so, students must communicate with the University if they are experiencing financial difficulties.

Students experiencing financial difficulty in paying their accommodation fees and charges should seek help at the earliest opportunity via:

- Making contact with the Service Co-ordinators at Residential Services

Additional advice and assistance is also available from:

- The Money Advice and Support Office.
- The Student Union Advice Centre

### BACKGROUND

The University provides a range of accommodation for its students. Prior to moving into accommodation all students are required to agree and sign the terms of a tenancy agreement and are required to pay a reservation deposit as part of the acceptance process (this deposit is then deducted from the last terms rent). The tenancy agreement clearly outlines payment terms for accommodation. Students may pay for their accommodation fees in advance in full or by termly direct debit instalments. Students receiving a monthly bursary are eligible to pay by monthly standing order. Students are also emailed the Residence Regulations and are required to complete an online induction which clearly sets out the accommodation fee payment policy.

## DEBT MANAGEMENT PROCEDURE

### Accommodation Fees

The fees for university residences are set by the Senior Management Team and Student Affairs Committee each Spring for the following session, and details can be viewed on the website: [Residence Fees](#). The fees include payment for gas and electricity.

### PAYING RESIDENCE FEES

There are two options for paying residence fees: -

1. Termly Direct Debit (British Bank Accounts only)
2. Payment in advance for the whole year

#### 1. TERMLY DIRECT DEBIT (BRITISH BANK ACCOUNTS ONLY)

- This allows for payment to be taken automatically in 3 or 4 instalments
- A statement will be issued to resident's university email account at least 7 days before the expected payment date. Payments will be taken directly from the nominated bank account once each term.
- A resident must inform Residential Services immediately if the bank details have changed or the bank account has closed.
- Residents must ensure that sufficient funds are in the account on the due date as some banks may charge a fee for returning the mandate.
- The account must be able to honour BACS (Direct Debit) Payments.

#### 2. PAYMENT IN ADVANCE FOR THE WHOLE YEAR

This can be done by:

- i. Cheque, Debit/Credit Card or Bank Transfer

### NON BRITISH BANK ACCOUNT HOLDERS

International students who wish to pay by termly direct debit are advised to open a British Bank Account when they arrive and then submit a direct debit to Residential Services.

### EXCHANGE STUDENTS

Exchange students who are here for no longer than one Academic Year are eligible to pay in termly instalments by cheque or debit/credit card. Students who wish to pay by bank transfer should contact Residential Services for details.

#### HEALTHCARE STUDENTS

Healthcare students do not need to complete a direct debit mandate; they are eligible to pay residence fees on a monthly basis by standing order, to coincide with their bursary payments. Any healthcare student who does not make the appropriate arrangements will be expected to pay by termly direct debit or in full for the whole year.

#### NON PAYMENT OF ACCOMMODATION FEES

If any student falls into arrears with any accommodation charges, the University will take the following steps to recover the debt.

#### ADVANCE NOTICE

7/10 Days (before due date)

- Residential Services will email residential students' University account, an invoice advising them of their accommodation account charges. If they have a direct debit set up they are advised of the date the funds will be taken. All students who do not have a direct debit set up are advised to pay by the payment date. They are also given the methods of payment and details of where payment can be made.

#### REMINDER ONE – STAGE 1

Day 4 (after due date)

- Email sent to a students' University and personal email address (es), to advise those who pay by direct debit, that their payment was not successfully collected.

*Or*

Day 7 (after due date)

- First reminder sent to students' University and personal email address(es) to advise them they failed to pay by the invoice due date. At this stage a student is advised that they may incur a late payment charge of £50.00 if they do not contact us by day 11.

#### REMINDER TWO – STAGE 2

Day 11 (after due date)

- Second reminder sent to students' University and personal email address (es) to advise them they failed to pay the monies owed following the first reminder. They are advised that account is overdue and to pay immediately, or they will be required to attend a meeting at Residential Services. A £50.00 administration fee is charged at this stage

#### REMINDER THREE – STAGE 3



Day 14 (after due date)

- Any students that have not paid their accommodation fees and charges owed following reminder 2 receive a letter (hand delivered) to their term time address advising them that they are required to attend a meeting with Residential Services (a date is given). This letter is also sent to their University and personal email address (es). Students are advised they can be accompanied by a representative at this stage e.g. Students' Union or friend.
- If the student does not attend the meeting their wireless internet in their room is redirected to an information page that advises them to contact Residential Services. (The internet service does not form part of the rent and is provided at no cost to the student). They are also sent a letter advising them that if they do not make contact with Residential Services within 14 days the University will be serving a **Section 8** Notice on the student.

#### REMINDER / ACTION FOUR – STAGE 4

Day 28 (after due date)

- Having undergone all steps of the process outlined above, to recover the accommodation debt from the student and a suitable payment plan has not been agreed (or been broken), after following above steps and payment of the accommodation debt is overdue by 28 days, eviction proceedings will commence. If the student vacates the accommodation and the debt remains unpaid, the debt will be passed to a debt collection agency for processing. The debt collection agency may pursue court action to recover the monies owed. In this situation the University will reserve the right to add reasonable costs and expenses, including agency fees, legal fees and the cost of management time incurred.

#### AGREED PAYMENT PLAN

In situations where a student is experiencing genuine financial hardship, the University will agree an affordable payment plan to clear the debt during the academic year. If a student defaults on this payment plan, they are contacted by telephone and email. If the student continues to default on their payment plan, it will be escalated to stage three of the above processes.

#### DEBT FROM PREVIOUS YEARS

The University reserves the right to refuse an application for accommodation from a returning student if they have received a 'stage three' letter or have been served a **section 8** notice in previous years of stay.

## ii. DISCIPLINARY PROCEDURE

Residential Disciplinary Procedure (including the Disciplinary Matrix) relates to students in residences and Student Accommodation Services (SAS) managed properties.

### INTRODUCTION

These disciplinary procedures should be read together with the University's Disciplinary Procedures. The Residential Disciplinary Procedure relates to students in residence and SAS managed properties and are specific to the accommodation provision. They underpin the University's Disciplinary Procedures, which take precedence over the Residential Disciplinary Procedures, where applicable.

In signing to the terms of the Residence Tenancy Agreement a student also agrees to be subject to the Residence Regulations and any deviation from these terms will invoke the Residential Disciplinary Procedures.

### DISCIPLINARY PROCEDURES

Any staff member dealing with any disciplinary matter, including the most minor misdemeanour will be required to keep a record of the incident. Only matters leading to a formal warning will be placed on the student's accommodation file and the student can be provided with a copy of the record, if requested. Normally, minor misdemeanours will not be referred to in references to future landlords, unless the student authorises a full disclosure.

Guidance on these procedures is offered by Residential Services. Students are also able to seek advice from the Students' Union.

### PRECEDENCE OF LEGAL PROCESSES

Where a student is the subject of prosecution, the University recognises the precedence of such legal processes over the application of the Residential Disciplinary Procedures. The Head of Residential Services will decide whether and when action should be taken under these procedures, i.e. in cases where alleged criminal conduct has been reported to the police and either prosecution, or an investigation is being held, a decision not to prosecute has been taken.

### APPLICABILITY

The Residence Regulations and terms of the Tenancy Agreement apply to every student in University or SAS managed accommodation, registered as a student of the University, including the Welfare Wardens.

The Residential Regulations and Disciplinary Procedures will not normally apply to misconduct which takes place away from a University campus or at residential facilities not managed by SAS. Such matters will be dealt with via the University's Regulations and Disciplinary Procedures.

Initial and minor misconduct (see Disciplinary Matrix for examples) will be dealt with by the Residence Life Co-ordinator. More significant, serious, grave or continued poor behaviour (defined as 'serious' henceforth) will normally be dealt with by the Residence Manager, or the Residential Operations Manager and the Head of Residential Services.

## RULES ON BEHAVIOUR

### 1 General Expectations

Within the residential community it is expected that the highest levels of personal responsibility and mutual respect be shown.

### 2 Misconduct

Whilst not an exhaustive list and without prejudice to the generality of the list, General Conduct and Behaviour can be regarded as misconduct within the University's owned and managed accommodation, and therefore subject to the Residential Disciplinary Procedure.

It should be noted that the University does not condone excessive drinking of alcohol due to the social and health issues it can create. Students retain full responsibility for any actions deemed as misconduct whilst under the influence of alcohol or other substances possibly affecting behaviour patterns.

In extreme cases of misconduct, where it is reasonably considered that not to do so would put their own or others' welfare or wellbeing at potential risk, the Head of Residential Services may, where s/he deems it to be appropriate, suspend a student from residential accommodation for a maximum of 14 calendar days, whilst the procedures detailed below are operated. This suspension may take immediate effect. If a suspension for a period of greater than 14 days is required, this can only be approved by the Director of Student Services.

In circumstances where the alleged misconduct is sufficiently serious to warrant temporarily moving the student to alternative accommodation, the Head of Residential Services may utilise this option. All displacement costs, when greater in value than rent being paid by the student will initially be supported by Residential Services, but these can be recouped from the student if it is subsequently found the students was at fault, following an investigation.

The Vice-Chancellor or authorised nominee may decide to suspend a student, from the University and therefore residences also where their conduct is under police investigation or the subject of prosecutions, pending the outcome of the matter, for periods up to and greater than 14 days. In such cases, the suspension will be reviewed on a monthly basis and any fresh evidence will be considered at that point.

The student involved shall be informed of the review process.

### 3 Cause of Damage or Loss

The University has the right to require a student or group of people responsible for the area/facility to pay for any damages or losses caused by confirmed misconduct. Payment of such damage will be aligned with the Residential Services Charges Policy. A proportionate administration fee will be added to the invoice for processing the work.

## CRIMINAL OFFENCES

### REPORTING OF CRIMINAL OFFENCES

Incidents arising in University managed accommodation will be reported to the Police by the University, unless decided otherwise by the Head of Residential Services, in consultation with or with the approval of the Director of Student Services.

### WHERE MISCONDUCT IS ALSO A CRIMINAL OFFENCE

Conduct which constitutes a criminal offence may also constitute misconduct if that conduct:

- a. took place in a University residential property or at a SAS managed property, and/or;
- b. affects or concerns other members of the University, and/or;
- c. damages the reputation of the University, and/or;
- d. itself constitutes misconduct within the terms of this procedure.

### UNIVERSITY/CRIMINAL OFFENCE

The following procedures apply where alleged misconduct would also constitute an offence under the criminal law, if proved in a court of law:

- a. Where the offence under criminal law is considered by the University to be not serious, action under this Code may continue but such action may be deferred at the discretion of the Head of Residential Services pending any police investigation or prosecution.
- b. In the case of serious offences under criminal law, no action (other than suspension from hall in the context of this procedure) pursuant to section 4.2, will be taken under this procedure unless the matter has been reported to the police and either prosecuted or a decision not to prosecute has been taken, at which time the Head of Residential Services should decide whether disciplinary action should continue or be taken. A serious offence is deemed to be one in respect of which a custodial sentence would be given in the event that the student is found guilty of the offence.
- c. Where a finding of misconduct is made and the student has also been sentenced by a criminal court in respect of the same facts, the court's penalty shall be taken into consideration in determining any penalty under these procedures. This decision will lie with either the Residence Manager or the Head of Residential Services dependant on the level of investigation.

- d. If the police or the Crown Prosecution Service decide not to prosecute, the University may, exceptionally, proceed with action under these procedures depending on the reasons for the non-prosecution. The student is bound to provide the University with any relevant criminal convictions, which may be established by the University via authorised routes, if the outcomes of the court actions are not disclosed.

## PROCEDURES

### GENERAL CONSIDERATIONS

- a. All disciplinary proceedings are strictly confidential between the student and the University and any representative of the student, unless legislation dictates otherwise or the student wishes to disclose information.
- b. At the end of the disciplinary process the University reserves the right to recover any damages and costs that the University has incurred as a result of action by the student concerned, if it was established the student was at fault.

### REPORTING OF MISCONDUCT

Students must report all cases of misconduct to Residential Services or Security staff as soon as possible after they occur and subsequently confirm the incident in writing. The report should contain the following information:

- a. Person or persons against whom the allegation of misconduct is made.
- b. Nature and frequency of the misconduct.
- c. Time and location of the misconduct and its reporting.
- d. Names of witnesses, and where possible contact details, who observed the misconduct and/or others made aware of the misconduct.
- e. Actions taken to deter the misconduct

### INVESTIGATION OF THE MISCONDUCT

The Residence Manager or Residence Life Co-ordinator shall arrange the appropriate level of investigation of the reported misconduct based upon the Disciplinary Matrix:

- a. Once information has been received by the Residence Manager or Residence Life Co-ordinator, they will determine within 14 working days, which of the following disciplinary proceedings will be invoked if;
  - i. Category A to C sanctions if substantiated – an investigation will be carried out by the Residence Life Co-ordinator (or authorised nominee) and may include a meeting with the student. Category A to C sanctions will be issued, if substantiated, by the Residence Life Co-ordinator.

- ii. Category D (serious) sanction if substantiated - the investigation is to be carried out by the Residence Life Co-ordinator and presented to the Residence Manager (or authorised nominee), who will preside over matters.
  - iii. Category E (serious) sanction would be issued if substantiated – the investigation is to be carried out by the applicable Residence Manager and presented to the Residential Operations Manager and the Head of Residential Services (or authorised nominee), who will preside over matters.
  - iv. Non-residential matters are passed onto the appropriate University member of staff to deal with the investigation under the University Disciplinary Regulations.
- b. When (i) is invoked, the Residence Life Co-ordinator may meet with the student to allow the student to provide counter evidence. A decision will be made by the member of staff within 3 working days, but ideally at the end of the meeting with the student. This decision will be recorded on the student's accommodation file and sanctions highlighted in the Disciplinary Matrix imposed. A decision can be made in a student's absence, if the student is invited to a hearing but fails to attend. There is no appeal of issued sanctions A to C.
- c. In circumstances where option 6.3 (a) (ii) is invoked it is the responsibility of the Residence Life Co-ordinator to ensure that:
- i. The student is informed in writing of the alleged misconduct, the procedures which will be adopted for its investigation, the interview arrangements, and the right to be accompanied either by an impartial fellow student or a representative of the Students' Union, or a member of the academic, welfare or advisory staff of the University, but not accompanied or represented by any other individual.
  - ii. Before the hearing, the name and position of any accompanying person should be advised to the Residence Manager, who has discretion to object on grounds of involvement in the incident.
  - iii. The Residential Operations Manager and Head of Residential Services (or authorised nominee), will oversee proceedings.
  - iv. The facts surrounding the alleged breach are investigated by Residence Life Co-ordinator, taking into account the statements of any available witnesses. This information is to be presented to the Residence Manager (or authorised nominee), by the Residence Life Co-ordinator as part of the interview process. The student is to be given the opportunity, at a hearing, to respond to the evidence.
  - v. If the student is invited to such a hearing and fails without good reason to attend, the Residence Manager may reach a decision in his/her absence or recommend suspension of proceedings pending compliance.
  - vi. The Residence Manager has the authority to implement any one or a combination of the following:
    - No disciplinary action taken

- Category A, B, C or D sanction is issued and a note is placed on the student's accommodation records giving the date of the warning and the reasons it was issued. The student shall receive a copy of that note and the consequences of further offences will be explained to him/her
  - Order of payment to compensate damages
  - Letter of Apology from the student to the impacted party
  - One or more of the sanctions highlighted in the Disciplinary Matrix
- d. In circumstances where option 6.3 (a) (iii) is invoked it is the responsibility of the Residence Manager to ensure that:
- i. The student is informed in writing of the alleged misconduct, the procedures which will be adopted for its investigation, the interview arrangements, and the right to be accompanied either by a (non-interested) fellow student or a representative of the Students' Union, or a member of the academic, welfare or advisory staff of the University, but not accompanied or represented by any other individual.
  - ii. Before the interview, the name and position of any accompanying person should be advised to the Residential Operations Manager, who has discretion to object on grounds of involvement in the incident.
  - iii. The Residential Operations Manager and Head of Residential Services will preside over proceedings.
  - iv. The facts surrounding the alleged breach are investigated by the Residence Manager or authorised nominee, taking into account the statements of any available witnesses. This information is to be presented to the Residential Operations Manager and Head of Residential Services, by the Residence Manager. The student is to be given the opportunity, at a hearing, to respond to the evidence.
  - v. If the student is invited to such a hearing and fails without good reason to attend, the Residential Operations Manager and the Head of Residential Services, may reach a decision in his/her absence or recommend suspension of proceedings pending compliance.
  - vi. The Residential Operations Manager and the Head of Residential Services have the authority to implement one or a combination of the following:
    - That no disciplinary action be taken.
    - Category A, B, C or D sanction is issued and a note is placed on the student's accommodation records until the end of the tenancy agreement giving the date of the warning and the reasons it was issued. The student shall receive a copy of that note and the consequences of further offences will be explained to him/her.
    - Order of payment to compensate damages.
    - Letter of apology from the student to the impacted party.

- That the student be suspended from Residences only on the grounds of safety and wellbeing (see 4.2).
  - That the student should be expelled from residences.
- e. The usual series of events are sanctions A to E are issued in sequential order. This sequence may be over-ridden, if the Disciplinary Matrix determines otherwise.
- f. If a student receives a Category D sanction, he/she will be required to sign a copy to acknowledge receipt. This warning will form a Behavioural Contract. It will state that if the student repeats the offence or receives a further Category D sanction, following disciplinary proceedings involving conduct of the same nature or not, then he/she risks being expelled from the Halls of Residence.
- g. If the student is to be issued a 'notice to quit' then the notice to quit will not be processed until the appeal procedure, see section 7, has been completed. If the time limit for commencing an appeal under section 7.1. has expired and no appeal has been received, then the Residential Operations Manager will implement the 'notice to quit' process.
- h. A record of any formal disciplinary action shall be placed on the student's accommodation file for the remainder of the tenancy agreement and may be used when prioritising residential places for the following academic year. Those students who have been issued with a Category D or E sanction will not be allocated accommodation in future years.



### iii. APPEALS

#### RIGHT AND NOTICE OF APPEAL

A student may appeal against Category A to C sanctions if a payment is required or a student is required to undertake community service or a health and safety course, but only if new evidence comes to light or it can be demonstrated due processes were not followed. No appeal can be made if the sanction is a formal written warning on the student's accommodation record. Appeals are to be made in writing to Residential Services within 14 days of the adjudication. Appeals against Category D sanctions are made by writing to the Residential Operations Manager within 14 working days of the adjudication being made by the Residence Manager or authorised nominee and received by the student. An appeal against the issue of a Category E/notice to quit, recommended by the Residential Operations Manager and Head of Residential Services, must be submitted in writing, to the Director of Student Services within 14 days of the adjudication being made by the Residential Operations Manager and Head of Residential Services and received by the student.

#### DECISION OF APPEAL

The Director of Student Services may confirm, overturn or modify the decision and recommendation(s) of the Residential Operations Manager and Head of Residential Services. In turn, the Residential Operations Manager may confirm, overturn or modify the decision and recommendation(s), of the Residence Manager. The decision of the Director of Student Services will be made known to the student making the appeal within 14 working days.

If a student remains dissatisfied with the outcome of the Appeal they may request a Final Review within 14 working days of the date of the Category E Appeal decision, by completing and submitting to the Academic Registrar the Final Review Application Form. (Form and details of the grounds for Final Review are available from the Academic Registry and online.)

Once the Final Review process has been completed the Academic Registrar will issue the student with a Completion of Procedures letter confirming the University's final decision and that the procedures have been completed. A student may then consider asking the Office of the Independent Adjudicator for Higher Education (OIA), or the UUK Student Accommodation Code administrator, to externally review the handling of the case.

#### **The standard of proof to be satisfied in respect of allegations of student misconduct**

A student shall be presumed to be innocent until proven otherwise, the burden of proof (duty of proving the allegation) shall rest on the University and the standard of proof should be on the balance of probabilities.

## REPORT TO THE STUDENT AFFAIRS COMMITTEE

Any residential disciplinary proceeding resulting in a 'notice to quit' being issued and any subsequent appeals will be reported to the Student Affairs Committee.

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## iv. DISCIPLINARY MATRIX

The Disciplinary Matrix details what the normal level of sanction will be for breaches of Residence Regulations, within each Category A-E. The disciplinary processes are explained in full in the [Residential Disciplinary Procedure](#). Examples of breaches of the Regulations are indicative but not exhaustive and are provided to steer Residential team members to the appropriate process to follow.

	Category	Incident/breach of Regulation	Normal level of sanctions imposed
Residence Life Coordinator (Assistant Residence Manager in the absence of the RLC)	<b>A</b>	<ul style="list-style-type: none"> <li>Low level noise disruption</li> <li>Excessive lock outs (i.e. + 10 times)</li> <li>Untidy communal areas (including refusal to clean facilities when requested)</li> <li>Accidental damage to property</li> <li>Leaving items in corridors/escape routes</li> <li>Operating unsafe electrical equipment</li> <li>Failure to comply with car parking regulations</li> </ul>	<ul style="list-style-type: none"> <li>Formal verbal warning</li> <li>Recharge for damage caused and administration costs</li> </ul>
Residence Life Coordinator (Assistant Residence Manager in the absence of the RLC)	<b>B</b>	<ul style="list-style-type: none"> <li>Deliberate or significant noise disruption</li> <li>Causing disturbance to local private residents</li> <li>Petty theft</li> <li>Propping open a fire door</li> <li>Accidental false alarm activation</li> <li>Misuse of the internal telephone system</li> <li>Distribution of promotional material</li> <li>Repeated offence(s) of a lower category</li> </ul>	<ul style="list-style-type: none"> <li>Written warning</li> <li>Recharge for damage caused and administration costs</li> </ul>
Residence Life Coordinator (Assistant Residence Manager in the absence of the RLC)	<b>C</b>	<ul style="list-style-type: none"> <li>Accessing restricted areas</li> <li>Deliberate damage to property</li> <li>Smoking in a non-smoking area</li> <li>Tampering with firefighting and fire detection equipment</li> <li>Not cooperating during a fire alarm</li> <li>Theft</li> <li>Repeated offence(s) of a lower category</li> </ul>	<ul style="list-style-type: none"> <li>Any of the above sanctions in Category B plus:</li> <li>Community Service</li> <li>Written report to student's Head of Department and tutor</li> </ul>

Residence Manager (RM on opposing campus can deputise)	<b>D</b>	Assault Throwing items from windows Possession of prohibited items such as fireworks or weapons Bullying or intimidating behaviour Use of social networks/media that impacts individuals or groups in a negative/inappropriate manner Possession of prohibited drugs Verbal abuse of university staff or contractors Tampering with fire alarm panels Use/access of premises for inappropriate commercial use Repeated offence(s) of a lower category	Any of the above sanctions in Category A-C plus: Behavioural Contract Referral to Dignity at Work and Study Transfer to an alternative room or residence (in case of health and safety to student or other students)
Residential Ops Manager and Head of Residential Services (or authorised nominee)	<b>E</b>	Serious Assault Drug Dealing Major Criminal Damage Significant theft Any activity posing a serious risk of harm or death to others Repeated offence(s) of a lower category	Permanent exclusion from Residence Referral to the Academic Registry under the University's Formal Disciplinary Procedures

## APPENDIX B: RESIDENTIAL SERVICES' POLICIES



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## V. COMPENSATION POLICY

- The University shall not be liable in the respect of interruption to services by reason of mechanical defect/breakdown/ frost/ inclement conditions or unavoidable shortages of fuel/materials/water/labour or any other beyond the reasonable control of the University.
  - Building faults inevitably occur in all accommodation. Providing that the faults are promptly repaired it is not appropriate to pay compensation. However, in exceptional circumstances, payment of compensation may be proper; this will normally occur when there has been a significant failure to provide an appropriate service response.
  - If compensation is considered, it will be calculated using the following criteria:
    - Loss of heating - 15% of net rent for the period of the loss (after first 48 hours)
    - Loss of hot water - 15% of net rent for the period of the loss (after first 48 hours)
    - Loss of heating and hot water -30% of net rent for the period of the loss (after first 48 hours)
    - Complete loss of bathroom/en suite facilities – 25% of net rent for period of loss\* (after first 48 hours)
    - Complete loss of kitchen facilities – 25% of net rent for period of loss\* (after first 48 hours)
    - Loss of use of bedroom – 50% of net rent for period of loss\* (after first 24 hours)
    - Complete loss of use of accommodation – 100% of net rent for period of loss\*
- Only applicable if suitable alternative facilities are not offered within one working day*
- Other reasonable expenses will be considered on an individual basis.
  - Wherever expenses are agreed with your Residence Manager in advance, receipts should be provided.

## vi. CHARGES POLICY

To maintain the standards in our residences whilst striving to keep rents affordable, we must recover costs from instances of damage.

Circumstances when charges are levied

- Charges will only be levied following a meeting with resident(s):
  - To investigate how damages occurred
  - To provide a full explanation of possible costs.
- The Tenant forms part of a community, which requires every student, ensures it is a safe and well-maintained environment. As such, any communal damage costs will only be imposed, where, after reasonable investigation, the person or persons responsible for the damage cannot be identified.
- The above does not apply if unreported damage is found on inspection after you have moved out of your accommodation. If this is the case, you will be billed for damage caused without the requirement of a meeting.
- Charges will be transparent and copy invoices of all costs can be made available on request.
- Charges will incur a 15% administration charge, up to a maximum of £50.00.

Appeals

- You can appeal against charges in writing to your Residence Manager.

Residential Disciplinary Procedure

- As well as recouping costs to rectify damage, instances of damage may also invoke the Residential Disciplinary Procedure.

Payment

- All damage charges must be paid in full on or before the next accommodation payment due date.
- Charges incurred after all residence fees have been paid must be paid within a month of receipt.
- If you are unable to pay damage charges in full due to financial difficulties, you must arrange an appointment with Residential Services' to arrange a suitable payment plan.
- If you fail to pay damage charges within the above timescales, you will invoke the University's debt collecting procedures.

## APPENDIX C: GENERAL INFORMATION



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## vii. STUDENT SERVICES – OUR VALUES

- Excellence & Innovation
- Diversity, Inclusivity and Respect
- Honesty & Integrity
- Partnership & Teamwork
- Sustainability

Excellence & Innovation – we are a professionally skilled team who go the extra mile to develop and deliver innovative, high quality, student focused services to support individual students’ learning, aspirations and potential. To promote this, we support the development and wellbeing of our staff and encourage creativity and innovation in the workplace.

Diversity, Inclusivity and Respect – we are a diverse group of individuals who work to support all students, to break down perceived barriers and to promote a strong community ethos based on dignity, respect and fairness. We actively support widening access and community cohesion.

Honesty & Integrity – our primary concern is the best interests of students. We provide information on available options and offer confidential advice and guidance within appropriate professional boundaries to support autonomous decision making. Our decision making processes are open and transparent.

Partnership & Teamwork – we work as one team, within appropriate boundaries of confidentiality, with students, other University Professional Services, Colleges, the Students’ Union, partner institutions and external agencies to ensure a holistic approach to the delivery of an excellent experience for every student.

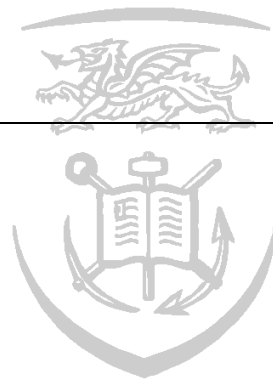
Sustainability – we stand alongside students, providing the individual support that is needed to encourage and enable them to support themselves as global citizens and contribute to a sustainable future. Our operations aim for sustainable use of resources.



## viii. RESIDENTIAL SERVICES' MISSION STATEMENT

Our mission is to provide a range of student accommodation, inclusive of all needs, that is of the highest possible standard. In undertaking this we are attentive to six core service requirements:

1. Quality service
2. Welfare support
3. Community contribution, responsibility and development
4. Respect, understanding, openness and honesty
5. Appreciation of feedback and good communication
6. Value for money



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## ix. RESIDENTIAL SERVICES' STUDENT CHARTER

The Residential Services' Student Charter outlines our commitments to you.

Residential Services will:

- Meet with all the standards set out in the UUK Code of Practice: UUK Accommodation Code.
- Deliver accommodation that is prepared to the standards set out in our Service Level Statement.
- Distribute honest, accurate and realistic information about our accommodation and give impartial housing advice.
- Provide safe, secure accommodation including 24-hour security provision.
- Ensure provision of necessary utilities.
- Ensure faults are rectified within agreed time frames.
- Provide a quality cleaning service within all residential communal areas
- Encourage an environment conducive to study that is free from unreasonable noise.
- Seek to prevent intimidation, harassment or discrimination so far as is possible and provide welfare support.
- Operate to and make available all policies, procedures and documentation upon request.
- Consult the University's Student Affairs Committee (on which there is strong Students' Union representation) about fees, rules and regulations.
- Ensure staff are appropriately qualified and trained to competently carry out their responsibilities.
- Seek your feedback and operate a well-defined, accessible complaints procedure.
- Present responsive services and a friendly welcome.
- Provide students with a value for money accommodation provision.

The Residential Services' Student Charter outlines your commitments as a resident.

We require all residents to:

- Adhere to all terms, rules and regulations as detailed in the Accommodation Offer Letter, the Residence Tenancy Agreement and the Residence Regulations.
- Treat all residents, staff and contractors with politeness and respect.
- Respect the lifestyles, beliefs and cultures of other residents.
- Be considerate of all residents in the local community and respect their privacy and property.
- Keep night time noise to a minimum to avoid disturbing fellow residents and the local community.
- Maintain a reasonable level of tidiness and hygiene in all accommodation areas, particularly in food preparation areas.
- Act in a responsible manner that is mindful of the safety, security and health of residents, neighbours, staff, visitors and the local community.
- Be responsible for security: ensuring doors and windows are locked, looking after my keys and reporting suspicious activity.
- Cooperate fully with investigations into security and disciplinary shortcomings.
- Take responsibility for the conduct and actions of their guests, making them aware of the rules and regulations in place.
- Pay all residence fees and charges by the due dates.
- Be environmentally aware, taking steps to conserve energy and recycle.

**I understand that in accepting my Residence Tenancy Agreement I am making the above commitments to Residential Services.**

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## X. RESIDENTIAL SERVICES' SERVICE LEVEL STATEMENT

*Our commitment to the quality of your accommodation*

### Facility Preparations

Residential Services works hard to ensure that your accommodation is prepared to a high standard prior to your arrival. To ensure this is achieved, we make the following commitments:

### *Bedrooms*

- All surfaces will be free from dirt and dust
- Carpets will be freshly vacuumed and free of significant stains
- Where provided, notice boards will be clean and well presented
- A clean mattress protector will be placed on the mattress
- Curtains will be clean and in good condition
- All soft furnishing will be in good condition and free of tears
- The door lock will be secure and fully functional

### *Bathrooms\**

- All sanitary ware will be clean and in good condition
- Taps, showers and toilets will be in good working order, plugs will be provided in sinks
- Mastic sealing will be in good condition and free from mould
- Tiles will be secure and grouting will be clean
- Where shower curtains are used it will be clean and free from mould
- The floor will be clean and in good condition

### *Kitchens\**

- All kitchen equipment will be fully working
- All equipment will be clean and free of food residue
- Freezers will be recently defrosted.
- Fridges and freezers will be empty and at operating temperature.
- All surfaces will be free from dirt and dust
- All cupboards will be empty and clean
- The floor will be clean and in good condition

### *Other areas\**

- Corridors and stairwells will be clear
- Floors will be clean and in good condition
- Carpets will be vacuumed and free of significant stains
- All windows will be clean – inside and out

- Entrance door locks will be secure and fully functional

\* In communal areas Residential Services can only commit to providing these standards until the first person occupies the accommodation.

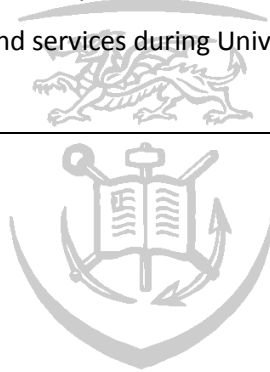
In the unusual event that we have not achieved these standards, please let us know, we will do our very best to immediately correct the situation.

#### Fault Rectification

All faults with the building, services and equipment will be rectified in a reasonable time. All faults that could cause serious injury will be rectified within one working day. All other issues will be rectified within 7 days if urgent, otherwise 28 days. Alternative accommodation facilities will be provided if necessary or if the above deadlines cannot be adhered to due to circumstances beyond Residential Services' control.

#### Services

- 24-hour security and welfare support will be provided to all residents.
- Residential Services will offer advice and services during University office hours, with the exception of sickness or staff training.



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