The ANUK/Unipol Code of Standards for Larger Developments

for student accommodation NOT managed & controlled by educational establishments

Approved on 27 February 2026





nationalcode

Contents

Introduction	The Code of Standards for Larger Developments	Pg | 2
Section 1	General	Pg | 5
Section 2	Equality & diversity	Pg | 6
Section 3	Before occupants move in	Pg | 7
Section 4	During the occupancy [Part 1]	Pg | 12
Section 5	During the occupancy [Part 2] Health & wellbeing	Pg | 18
Section 6	During the occupancy [Part 3] Health & safety	Pg | 20
Section 7	During the occupancy [Part 4] Occupants' satisfaction & Code information requirements	Pg | 26
Section 8	At the end of the occupancy agreement: deposits	Pg | 28
Section 9	Complaints & disputes	Pg | 29
Annex 1	Determination of whether a development is managed & controlled by an educational establishment	Pg | 31
Annex 2	Joining as a new member, continuing as a member, suspension of buildings and expulsion from the Code	Pg | 34
Appendix 1	Audit & compliance framework	Pg | 38
Appendix 2	Complaints procedure	Pg | 39
Appendix 3	Housing health & safety ratings system	Pg | 40
Appendix 4	Glossary	Pg | 41
Appendix 5	New & refurbished development protocol	Pg | 43
Appendix 6	Application and declaration for membership	Pg | 47
Declaration	Declaration & schedule of properties	Pg | 50

INTRODUCTION

Purpose

This Code establishes a set of specific standards for larger student developments throughout the UK.

Larger developments have specific management requirements. This Code reflects their specialist status as an important part of the student accommodation supply.

The purpose of the National Code is to:

a) establish a framework of voluntary standards to support how member owners, managers and their occupants can do business with one another effectively and fairly; and
b) act in the best interests of students.

Scope

This Code applies specifically to accommodation providers other than educational establishments. Where accommodation is provided in partnership with an educational establishment, the matter of whether the accommodation is managed and controlled by the educational establishment is determined by the results of a points-based questionnaire exercise – see Annex 1.

Code membership is open to those managing and controlling larger developments for student accommodation. This will be the case where a landlord of residential property or any person discharges management functions in respect of such property. For the purpose of this Code, managing functions includes functions with respect to the provision of services or the repair, maintenance, improvement or insurance of such property.

A Member must ensure they have the ability to fulfil all the obligations contained in this Code. Only one Code Member can manage and control a given building, including any responsibilities within the building.

Benefits of membership

Compliance with the Code will ensure that:

- both Members and occupants enjoy the benefit of good standards of housing management and practice;
- misunderstandings and disputes are reduced; and
- where problems do occur, they are promptly resolved.

The business and service reputation of Members who stay compliant will be enhanced. By contrast, suppliers that either choose not to operate within the Code or fail to honour their agreement to work within it face reputational detriment.

Support for the Code

This Code enjoys the support of:

- the National Union of Students (NUS)
- the Ministry for Housing, Communities and Local Government (MHCLG)
- the Accreditation Network UK (ANUK)
- the Association for Student Residential Accommodation (ASRA)
- the Chartered Institute of Environmental Health (CIEH)
- the College and University Business Officers (CUBO); and
- UniversitiesUK (UUK)

The commitment

For accommodation providers, joining the Code and agreeing to comply with its standards are **voluntary**. By becoming a member you will:

- Be making a commitment to comply with the Code's standards. Your commitment to comply with the Code will be made explicit on all your property advertisements and occupant information. A failure to meet this commitment will constitute a breach of faith.
- Actively and positively promote the Code among students searching for housing.
- Enable occupants to make complaints where they feel a breach has occurred.
- Work with the National Codes Audit Panel to undertake checks of your buildings to ensure they are compliant with the Code

Information showing failure(s) to comply with the Code will be placed in the public domain for three years even if the Member leaves, or is removed from, the Code.

The legislative framework

This Code was approved by the Secretary of State under the Housing Act 2004.

Members of this Code are required to be compliant with relevant legislative and regulatory requirements, in particular: housing, building, planning, disability discrimination, equal opportunities and data protection. Sometimes legislation for England is referenced in the Code.

Where future legislation/regulation made apply to the operators of larger student developments, this Code will be updated accordingly.

The legislation which specifies members of this Code are able to grant common law tenancies, in pursuant to paragraph 8 of schedule 1 of the Housing Act 1988, applies only in England.

Terminology, definitions and information sharing

Some of the terms used in this document may be open to interpretation in common usage but require more precise definition for the purposes of the Code and its application. Appendix 4

clarifies the intended meaning of these terms in the context of this Code in order to ensure consistent adoption of its underlying principles.

The Codes may share information about Members and properties within their management or control with various agencies for legitimate purposes including effective administration of the Code(s) and enforcement of the Code and other housing standards. If information provided to third parties by the Code is statistical and does not identify a specific Member or property, the Code will not notify Members that their data has been used in this way. If information identifies a specific Member or property, the Code will inform the Member that information sharing has taken place. Further information on data protection is available here: www.nationalcode.org/privacy-statement

The Code's secretariat

The secretariat for the ANUK/Unipol National Code of Standards is based at Unipol Student Homes, 155-157 Woodhouse Lane, Leeds LS2 3ED and the National Code Administrator can be contacted there. Telephone 0113 243 0169 Fax 0113 234 3549 | nationalcodes@unipol.org.uk

nationalcode.org or www.anuk.org.uk

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SECTION 1: GENERAL

Members make a commitment to ensure that:

1.1 their business is pursued in a professional, courteous and diligent manner at all times;

1.2 this Code is used throughout their organisation as a framework for self- assessment, and they will use the outcome of these assessments to continuously improve the services they provide to occupants;

1.3 the manager of each site will complete the online training course within eight weeks of taking up their post;

1.4 all changes of operational management of buildings will be reported to the National Codes Administrator (NCA) by the new operator as soon as possible and, in any event, not later than five days of any change taking place;

1.5 where buildings contain dwellings that are not all within their control, the Member will notify these to the NCA, who will determine whether further consideration is warranted. The Member must have operational control of the whole residential building under management which must be solely or principally occupied by students;

1.6 they will inform the NCA of any branding or operational names that differ from the operating name they have registered under this Code;

1.7 at the point of a change of operational management from one Member to another, relevant documentation relating to the essential day-to-day operations of the building will be transferred. If, for whatever reason this is not possible, the Member will put in place such documentation within 4 weeks. If a longer timescale is needed the Member will report this (within the 4 weeks) to the NCA who may use their discretion to accept a longer timescale.

1.8 Membership involves providing the NCA with the name and contact details of the manager of the building and another person who agree to respond to any enquiry from the NCA or their nominee within five days. The name and company number of the owner must also be provided.

SECTION 2: EQUALITY AND DIVERSITY

2.1 In accordance with the protected characteristics set out in the Equality Act 2010 (Equality Act), Members will not treat any applicant or group of applicants for accommodation less favourably than any other applicant or group of applicants when allocating accommodation.

2.2 In accordance with the duty established in Part 2, Chapter 2 of the Equality Act, Members will make adjustments to meet the needs of disabled students, where needs identified through an appropriate assessment process are reasonable, as defined in the Act.

2.3 Members shall complete any adaptations for disabled students within a reasonable timescale of them being requested.

2.4 As part of an enhanced commitment to supporting disabled students, Members shall not levy charges for rooms adapted and used by any disabled students which exceeds the normal room rate for that development. Charges for rooms that have been designed and significantly adapted and occupied by students with mobility/physical impairment should be priced at the lowest room rate available in the Member's portfolio within the relevant local authority area.

2.5 Where communal toilet facilities are publicly available within a development, Members should make provision for gender-neutral use.

SECTION 3: BEFORE OCCUPANTS MOVE IN

Marketing properties

Property details

3.1 Members will describe all property details accurately; without misrepresentation to prospective occupants; and in accordance with:

- the Consumer Rights Act 2015; and
- the UK Code of Non-broadcast Advertising and Direct & Promotional Marketing (CAP Code) published by the Advertising Standards Authority.

The property details will be included in brochures and on websites. Details will make clear the total number of bed spaces in each development. Where a Member's accommodation (including new-build and off-plan) is promoted by an educational establishment, the Member shall ask the establishment to:

- make it clear in its marketing materials who the accommodation provider is; and
- state clearly the management organisation charged with both occupant and building responsibilities.

3.2 Members will put in place an appropriate mechanism to support rapid updating of publicity material to reflect changes to details of specific properties or services.

Transparency: occupancy agreements, pre-letting payments and rent liability

Members will:

3.3 Inform all prospective occupants about any contractual terms under which the property is offered and enable a copy of these to be either provided or downloaded.

3.4 Not demand from students any money (apart from deposits or rent) before the signing and exchange of any letting agreement;

3.5 Give all occupants a written copy of the occupancy agreement at the time they sign it or at the time they pay any advance rent, holding deposit or deposit. For occupancy agreements entered into online, students should be able to download the full terms and conditions of the agreement at the time they make their application. Members must make this facility clear to students upfront. If a student asks in writing for a paper copy of an agreement, the Member must send them one within five days;

3.6 Make sure that their occupancy agreements:

- do not contain any unfair terms, as defined in Part 2 of the Consumer Rights Act 2015;
- do not contain any terms or conditions that conflict with the occupant's statutory or common law rights; and
- meet the requirements of the Tenant Fees Act 2019.

3.7 Issue prospective occupants with:

- a clear statement of the rent to be paid, including the due dates, amounts and methods of payment, together with any penalty or other charges that may be applied and receipts (electronic or hard copy) for monies received, whether in payment for rent, deposit, utility or service charges.

Wi-Fi provision

3.8 In marketing (and occupancy) information, Members shall make clear for the benefit of occupants and prospective occupants:

- whether Wi-Fi is included in the rent or at an additional cost
- exactly what sort of provision is being made available to users, especially where the 'free' elements cover only a base service and a charge is made for enhancements to this
- details of where within and around a development Wi-Fi coverage is available.

3.9 Where a numerical speed claim for broadband service is made, it should be possible to demonstrate that the speed (which should be the median and described as an 'average') is achievable for at least 50 per cent of the relevant customer base at peak time (defined by Ofcom as between 8.00pm-10.00pm). The Member must state in terms easily understood by occupants the likelihood of the broadband service not being able to meet their service expectations. Speed checking facilities, for example those provided on internet service provider (ISP) websites, should be promoted in adverts whenever possible.

3.10 Where the Wi-Fi network has a limit on the number of different wireless devices that can be registered on the network, this should be made clear in all relevant information and marketing materials for the benefit of occupants and prospective occupants.

Promoting Code membership

3.11 In dealing with occupants and prospective occupants, both at the time they collect keys (or equivalent) and throughout their occupancy, Members shall give a high visual profile to:

- their own membership of the Code;
- their responsibility, as a Member, to meet the standards the Code sets; and
- the benefits of Code membership for occupants.

3.12 It is a condition of membership being awarded that a Member will feature the Code logo on their website(s), in accordance with the Provision of Services Regulations 2009. The logo should appear in connection only with the buildings that are within the Code. The NCA will liaise with a new Member so that at the point membership is awarded this display immediately takes place. In the event of non-compliance from an existing Member non-display must be rectified within 5 days of notification from the NCA.

Contact details for staff

3.13 Members will give occupants the name and contact details of all staff involved in the management of the relevant development at the start of their occupancy agreement. These details will include the times that staff will be available, plus a schedule of their duties. Members will notify occupants of any changes to senior on-site accommodation staff, and give them any new contact details within 5 days.

Late construction: managing the problem and communicating with students

3.14 Members will abide by the requirements of the New and refurbished buildings protocol (Appendix 5 to this Code), where:

- a building is new, or undergoing refurbishment and the building programme is running late; and
- this may result in pre-let rooms not being ready for occupancy.

In these circumstances, the Member is specifically responsible for:

- informing future occupants about:
  - any delay or inconvenience they may experience;
  - who in particular they can contact at the provider to get further help and information;
- notifying the NCA of the position within one day of the occupants having been informed;
- informing the NCA within the same timescale what action they have planned;
- contacting any other relevant parties to outline what action they are taking within not longer than 2 days after they have notified the NCA; and
- reflecting any delay or temporary loss of amenity in any subsequent marketing material.

3.15 If a room is not ready for occupation on the date that the occupancy agreement begins, the Member shall provide suitable alternative accommodation in an adjacent building or, in any event, in a building within half a mile of the original development.

3.16 Where it is not possible to provide the alternative room in line with 3.15 above, the Member shall endeavour to source this provision through other suppliers within:

- the same local housing authority area; or
- a 20-minute walk of the student's main study location.

Where this is not possible, the Member should contact the NCA immediately for further advice.

3.17 Where rooms are not ready for occupation the Member will:

- give the affected students seven days to decide whether they want to leave the contract. This notification will be in writing and the seven-day period commences

from the date that the student is informed that the relevant room is not ready for occupation on the planned date.
- not impose any financial penalty for cancellation on students who do decide to opt out.
- make a payment of £200 for the initial inconvenience of not being able to occupy their chosen room (applicable even if the student leaves the contract).

3.18 When students leave their contract (this would include entering into another contract for substitute accommodation), the Member's obligations will cease on that day.

3.19 Where rooms are not ready for occupation and the student chooses to wait to occupy their room, Members:

- will charge no rent for any period the room is unavailable and will only start billing students once they have moved in;
- may charge a student who occupies a substitute room an appropriate rent, as long as the rent for the substitute room is not higher than the original rent.
- will ensure that, where the substitute room does not give access to appropriate self-catering facilities, the provision of appropriate meals does not cost the occupant more than they would be paying under the original agreement.
- will pay any laundry costs that the student incurs when a student spends more than seven days in the substitute accommodation and no laundry facilities are provided.
- will either:
    - provide an appropriate service to move all the occupant's belongings; or
    - reimburse the occupant for appropriate removal costs when an occupant transfers from the substitute room to the completed development.
- will reimburse an occupant, in full, for reasonable additional out-of-pocket expenses that they incur as a direct result of taking up the substitute accommodation (for example, travel costs in excess of what they would in any case have had to pay against submitted invoices);
- shall ensure the supply of a similar service at the alternative accommodation, free of charge, where the occupant's original offer included access to Wi-Fi; and
- will notify all relevant educational establishments and their students' unions at the earliest opportunity where rooms are being affected by delays.

3.20 Where a building is under defects procedures and building work needs to be carried out, the Member shall inform occupants about the timescale for any works affecting them. Members will also provide the occupants the name, email address and phone number of a responsible person they can contact for any further information or in the event of any difficulties caused.

3.21 The Member shall provide the NCA with copies of relevant correspondence sent to students in connection with their room being late.

3.22 If a student is unable to occupy the room that they reserved 8 weeks after the beginning of the academic year, then the Member will not charge them rent (including for temporary substitute accommodation) until they are able to occupy the room that they

reserved. Students will also be given a further opportunity to leave their occupancy agreement with no financial penalty for cancellation (when 3.18 will apply).

3.23 Where a student's occupancy agreement is continuing Members will make the following payments per student in the circumstances described below:

- £200 per week for the second to the fourth week that a room is late
- £500 for each subsequent four weeks (pro-rata in respect of part weeks) that a room is late after that; and
- £100 each time a notified moving-in date is postponed.

Building Remediation

3.24 Members will ensure that where works are being undertaken to meet or improve safety standards (often relating to fire safety) they have taken all necessary steps to adhere to the Government's Code of Practice for the remediation of residential buildings

The key points of the Government Code are:

- occupants should be informed of the nature of the works, the works programme (as it affects them) and the reasons for them, in a timely manner. Occupants must be informed of works even if their agreement is close to coming to an end.
- inconvenience to occupants should be minimised.
- where the inconvenience caused is judged to be significant, suitable alternative accommodation (including elsewhere within the building should be offered).
- Members must make clear to occupants how they can question, raise issues, make complaints relating to the project and that the Member will address a complaint within their existing complaints procedure.

SECTION 4: DURING THE OCCUPANCY (PART 1)

HMO (Houses in Multiple Occupation) and other local authority licensing

4.1 Members must be able to demonstrate that they have satisfied themselves whether any form of local authority property licensing applies to any developments that they are operating.

4.2 Where HMO mandatory licensing applies (under Part 2 of the Housing Act 2004); additional/selective licensing schemes are in operation in the area in which a building is located; or other legislation in respect of licensing applies, Members shall ensure that:

- they have the appropriate licence or have made application for one; and
- those properties meet or will comply with licence conditions within timescales specified on each licence.

4.3 Where a third party is responsible for obtaining an HMO licence, Members must check whether this party has applied for or is in possession of a licence.

Changes of operational management

4.4 Occupants will be informed of any changes of operational management within five days and provided with an explanation of any operational changes and what this may mean for them. A copy of the occupant correspondence will be supplied electronically to the NCA at the same time as it is issued to occupants.

Ensuring possession and determination of tenancy

4.5 Members will take all appropriate and lawful measures to obtain vacant possession of a property at the end of a contracted period or after a tenant has been given notice (see 4.6 below) so that the accommodation is available for any intended incoming occupant. Where vacant possession cannot be obtained in time members will take all reasonable steps to mitigate any delay or hardship that may be caused to prospective occupants.

4.6 Members will ensure that each occupancy agreement they enter into for a common law tenancy will contain an option for the occupant to end the tenancy if the occupant has withdrawn from or been excluded from or refused admission to their institution of study or if the occupant has been absent from their course for more than 60 days due to illness and has agreed with their higher education (HE) provider to suspend their studies. The only conditions that may be attached to such options are:

- the tenant must give at least 4 weeks' written notice to the Member.
- the notice must state the tenant's intended date of departure.
- the tenant is required, at the time of providing the written notice to give evidence which is reasonably satisfactory to the Member of the tenant's non-student status or their suspension from their studies due to illness (normally a confirming letter from the educational institution).
- the tenant must move out of the accommodation on or before the departure date stated in the notice.

If a tenant attempts to exercise an option to terminate the Member must inform the tenant as soon as the Member becomes aware of any defect in the notice or evidence and give the tenant a reasonable opportunity to correct it.

Members are free to market the room once the determination of tenancy has been accepted.

Death of an occupant or future occupant

4.7 If a person dies at a time when they have a contract to occupy accommodation, the Member will:

- Treat the deceased's obligations under the occupancy agreement as ending on the date of death.
- Agree that the obligations of any guarantor of the deceased's obligations will end on the date of death.
- Not pursue any liabilities under the occupancy agreement that accrued before but remain unpaid at the date of death.
- Refund (apportioned on a daily basis) any rent or fee paid by the deceased in advance in respect of a period after the date of death.

4.8 The Member will also contact the deceased's next of kin, nominated contact, executor or personal representative and offer them the opportunity to collect the deceased's personal effects in the first instance. Where they decline to do so, they should be able to give the provider the authority to either remove and store the effects OR to dispose of them.

4.9 Where the deceased was party to a joint tenancy or licence agreement in a shared or twin room then the Member agrees:

- to offer to relocate the co-occupier if possible.
- to offer to end the occupancy agreement, whether or not relocation is possible.
- to reduce the liabilities under the agreement by a proportionate amount so that the co-occupier is in no worse position financially than if the death had not occurred.

4.10 In respect of any tenancy deposit protected in an authorised tenancy deposit protection scheme, the Member will notify the scheme administrator that the deposit may be released to the deceased's next of kin or personal representatives.

Access

4.11 Where access is required for routine inspections, Members will give each occupant at least 24 hours' notice of the date, time and purpose of the visit.

4.12 Where access is required to an occupant's room or communal areas for other purposes, Members will give each affected occupant 24 hours' notice of the date, time, estimated duration and purpose of the visit, except in cases where emergency access is necessary.

4.13 Where a regular cleaning service is provided, there is no need for Members to give 24 hours' notice, so long as cleaning staff access the occupant's premises in line with information given to occupants at the start of the occupancy agreement.

4.14 Where practical, Members will arrange to escort contractors and their subcontractors onto and off the site to make sure that access is properly ordered and that the works are not unduly disruptive to occupants. Contractors should not enter a study/bedroom or a studio flat against occupants' wishes other than in an emergency.

Fines

4.15 Members shall ensure that occupants are not subject to any internal fining system within their occupancy arrangements. Members shall deduct the costs of any damage caused by occupants from any deposit held or by other means sanctioned by law. Under no circumstances will Members interrupt services provided to occupants in consequence of arrears or debt.

Repairs and maintenance

4.16 Members will maintain the development in accordance with all statutory and local housing authority regulations relating to houses in multiple occupation and/or purpose-built developments.

4.17 Members shall give occupants information on how to report any repair/maintenance issues and to whom these should be addressed.

4.18 Members will ensure that any repair works required meet the following performance standards:

Priority 1 – emergency repairs – should be completed within 24 hours of the report of a defect. These include:

- Any repairs required to avoid a danger to health; and
- Any repairs that pose a risk to the safety of occupants or serious damage to buildings or occupants' belongings.

Priority 2 – urgent repairs – should be completed within five days of the report of a defect. These include:

- Any repairs that materially affect the comfort or convenience of the occupants; and
- repairs required in any rooms adapted for students with disabilities.

Priority 3 – non-urgent repairs – should be completed within 28 days of the report of a defect. These are any repairs that do not fall within the above categories.

4.19 Members will take reasonable steps to comply with the Governments guidance Understanding and addressing the health risks of damp and mould in the home

4.20 Members will record instances in which reported repairs are not completed within the target timescales, and review on an annual basis.

4.21 Where it is necessary for significant repair work to be undertaken after an occupant has taken up residence, the member will offer to provide suitable alternative accommodation.

4.22 Where an occupant turns down an offer made by a Member for suitable alternative accommodation ahead of significant repair works, no compensation will be payable to the occupant from the date of the offer.

4.23 Members will carry out maintenance and servicing programmes in a planned and cyclical manner and with due regard to the convenience of occupants. Members will give at least 24 hours' notice of these works.

4.24 Where a dispute arises between the building manager and an occupant(s) about when a repair was reported, the date on which the repair was reported to the manager in writing will be the accepted date.

4.25 Members will manage contractors to ensure that:

- Once all works have been completed, contractors remove all redundant materials and debris from site within a reasonable timescale; and
- Contractor workers behave in a professional and courteous manner at all times.

Cleaning and maintenance of communal areas

4.26 Members will provide occupants with full details of the times for cleaning and maintaining communal areas. These details will be conveyed either through written communications with occupants or via postings on appropriate notice boards within the development.

Furniture and storage space

4.27 Members will ensure that all study bedrooms contain:

- a bed
- adequate clothes storage space
- a desk
- a chair
- curtains/window blinds which are hung properly.

4.28 Members will ensure that all furnishings and furniture provided:

- Are clean and in reasonable condition at the start of the occupancy agreement; and
- Comply with the relevant fire safety legislative requirements relating to furniture and furnishings – Furniture and Furnishings (Fire Safety) Regulations 1988 (as amended in 1989, 1993 and 2010).

Kitchen facilities

Members will ensure that:

4.29 All kitchen facilities are designed and installed with due regard to safety.

4.30 Food storage and preparation facilities are provided, having regard to any guidance applicable to developments of this type, as issued by the local authority.

4.31 Kitchens have an adequate number of appropriately positioned plug sockets; and

4.32 Kitchens are sited on the same level as the sleeping accommodation or have an adjacent dining or communal space where occupants can eat at a table.

Toilet and personal washing facilities

Members will ensure that:

4.33 Suitable and adequate WC, bath and/or shower facilities are provided, having regard to any guidance applicable to developments of this type, as issued by the local authority.

4.34 All WCs situated in occupants' rooms are properly compartmentalised, with adequate provision of natural or mechanical ventilation; and

4.35 Any en-suite facilities are accessible without recourse to any corridor or passageway used by other occupants.

Laundry facilities

4.36 Members will provide facilities for the washing and drying of clothes. Where a launderette is provided, the ratio of washer/dryers to occupants shall be no greater than 1:75**.** Machines should be kept in reasonable working order and the launderette kept clean and tidy.

4.37 Where a launderette is provided, Members will display:

- Details of the organisation responsible for the management and ownership of the launderette.
- Information on how to report repairs; and
- Details of opening times, if the facility is not accessible 24 hours a day.

Mail deliveries and parcels

4.38 Members will make occupants aware of procedures for the distribution of incoming mail and where it can be collected from. Occupants must be able to get into their mailbox from a secure area, preferably accessible from within the building.

4.39 Where mail is not delivered through a letterbox into the room or flat of occupancy, Members will arrange for mail to be delivered in conveniently located, lockable, secure mailboxes.

4.40 Where the manager of a building is responsible for the distribution of mail, they will ensure that:

- it is delivered to occupants on all normal Monday to Friday working days.
- it is delivered within 24 hours of it arriving at the building; and
- mail received over public holidays and weekends will be delivered no later than 24 hours after the next normal working day.

4.41 Members will notify occupants of any mail forwarding arrangements not less than 14 days before the end of any occupancy agreement. Where the manager of a building does not agree to forward mail, this must be made clear to occupants in advance. Where no forwarding service is offered, managers must return undelivered mail to the sender with the notification 'gone away' on each item.

4.42 Managers of buildings are not required to take delivery of parcels and larger items of mail or store them, and this should be made clear to occupants when they sign their occupancy agreements. Members must make arrangements for deliverers to enter the site to leave information about any non-delivery, so that occupants can either arrange a collection themselves or arrange a delivery when they can collect the item(s).

Where parcels are accepted:

- managers must notify occupants within the timescales in Clause 4.30 when they have an item available for collection
- wherever possible, building managers should make provision for the temporary secure storage of a reasonable number of reasonably sized parcels for collection by occupants.

SECTION 5: DURING THE OCCUPANCY (PART 2): HEALTH AND WELLBEING

Support arrangements under nominations agreements

5.1 Where they provide accommodation as part of a nominations agreement, Members must:

- Make clear what and how much student support are offered to occupants and how to access it; and provide occupants with information on all the student support services available to them. (This may include, but not be limited to, wellbeing, financial and disability support).

- Put in place an appropriate information sharing agreement to underpin the sharing of occupants' personal information. This agreement should outline clearly what personal information the Member wants to share and why. Members must seek to secure the consent of each occupant for such sharing as part of the overall contractual arrangements with them. Where such an agreement is not in place or where the occupant has not given their express consent, no information sharing shall take place. Exceptionally, the Member, as data controller, may share personal information without consent, but only where they have satisfied themselves that they have legitimate reason to cite an exemption(s) provided for in the Data Protection Act 2018;

- Wherever possible, have a named individual within each nominating educational establishment who serves as a contact in the event of a crisis or emergency and who will ensure that information provided to occupants on wellbeing issues is up to date and correct. Where an institution has, for whatever reason, not provided a named individual for these purposes, a Member must secure from the institution a job title or particular departmental address to serve in lieu of this omission.

Information for occupants on support services

5.2 Irrespective of whether they provide accommodation through direct letting or as part of a nominations arrangement), Members must provide occupants with information on:

- Student support and sources of help relating to wellbeing and mental health issues. This information should be provided either on a prominently sited noticeboard accessible to all residents; on an occupant website portal; or, ideally, both; and
- How occupants can register with a local GP practice, or any other appropriate medical service. This information should also encourage occupants to register as soon as possible after they have moved in.

Formalising contact with relevant agencies

5.3 Members must develop and put in place procedures to ensure that relevant organisations can be contacted in instances where Members have formed legitimate concerns that a student may either be at immediate risk of harm or pose such a risk. Relevant organisations here include NHS crisis teams or mental health crisis teams; any educational institution with a legitimate interest; and the police. Members will

ensure that the disclosure of any sensitive personal data is made in accordance with UK data protection law and regulation. Wherever possible, Members should inform the occupant concerned that they have made such a disclosure(s). Members should review these procedures annually.

Training

5.4 Members will provide appropriate training for managers to help them (the managers) act appropriately in situations where an occupant's behaviour gives reasonable cause for concern. This training should take place within 12 weeks of a manager taking up their post. Members will ensure that out-of-hours staff (i.e., anybody employed outside the 9am-5pm period) have access to information on common types of mental health conditions and the support available. Such training and information will help staff to signpost appropriate services/support for occupants who may be experiencing a health or wellbeing issue.

5.5 Members will provide staff with specific training on crisis management to help them deal with incidents. As a minimum, this training will cover:

- What practical actions should be taken.
- What help and assistance can be offered to the occupants and staff affected; and
- What practical actions should be taken after the incident.

Members will ensure that a record of on-site incidents/crises and associated narrative outcomes is maintained.

SECTION 6: DURING THE OCCUPANCY (PART 3): HEALTH AND SAFETY

6.1 Members will:

- Maintain and manage developments in accordance with the requirements of, and standards established in, the Homes (Fitness for Human Habitation) Act 2018; and
- Reduce the risks of potential health and safety hazards, based on the Housing Health and Safety Rating System (HHSRS) to as low a level as is reasonably practical and cost-effective, and ensure no HHSRS Category 1 hazards are present.

In undertaking these actions, Members can consult with the local housing authority and must take account of any authority guidance that applies to buildings of this type.

Gas appliances and supply

6.2 Members will ensure that all means of use and supply of mains gas and alterations, and repairs to gas installations comply with the current Gas Safety (Installation and Use) (Amendment) Regulations 2018.

6.3 Members will have all gas appliances serviced annually by a Gas Safe Registered engineer and provide each occupant with verification of this servicing, where one or more of the gas appliances is located in the living accommodation.

6.4 Where gas appliances are located in a separate building from the development, Members will post verification of the annual gas safety check in a central location within the development, accessible to occupants.

6.5 Members will ensure that developments comply with the relevant regulations for the installation of carbon monoxide alarms.

Electrical installations and appliances

6.6 Members must possess a current Electrical Installation Condition Report (EICR) (based on Appendix 6 of BS 7671:2018), showing that all electrical installations are in a safe and satisfactory condition. The EICR must be carried out by a competent electrical engineer (preferably accredited by NICEIC).

6.7 Where electrical certification has identified issues that need addressing, Members must provide evidence to show that the necessary remedial work has been undertaken within the timescale indicated on the report.

6.8 Members will ensure that all repairs and improvements to electrical installations comply with the current edition of the Institution of Electrical Engineering and Technology (IET) Wiring Regulations and meet BS 7671:2018+A1:2020.

6.9 Members will take reasonable steps to ensure that all electrical appliances that they provide are functioning effectively and safely, in accordance with manufacturers' operational instructions.

6.10 Members will provide occupants with instructions for the safe use of all electrical appliances and properly label isolator switches.

Energy efficiency

6.11 Members will ensure that all their developments comply with the Energy Efficiency (Private Rented Property (England and Wales) Regulations 2015.

6.12 Members will fit all their developments with installations that operate at a reasonable level of energy efficiency.

6.13 Members will distribute information detailing how to use the heating and hot water systems efficiently to all occupants within seven days of them moving in, either in printed or electronic form.

Fire safety

6.14 Members will ensure that all developments are provided with properly maintained fire safety installations, and instructions on their use, necessary to enable the occupants to safely evacuate the building in the event of a fire, where this is required. These instructions will be supplied along with fire safety measures in accordance with current legislation and may include by way of example:

- a fire escape route with a minimum of 30 minutes' fire resistance;
- an automatic fire alarm system; and
- an emergency lighting system, sited to protect the route of escape.

Regulatory Reform (Fire Safety) Order 2005 and the Fire Safety Act 2021

6.15 Members will ensure the provision of appropriate fire safety measures in accordance with the relevant requirements under the Regulatory Reform (Fire Safety) Order 2005 and with due regard to the local authority's HMO standards.

The Fire Safety Act 2021 clarifies the areas of a multi-occupied residential building to which the Fire Safety Order applies (with different obligations in respect of low-rise, buildings between 11m-17.9m and high-rise buildings over 18m or 7 stories in height).

6.16 Members will comply with the provisions of the Order and the Act by appointing responsible persons (RPs) for multi-occupied residential buildings and managing and reducing the risk of fire for the structure and external walls of the building (including cladding, balconies and windows) and entrance doors to individual flats that open into common parts.

Both the Order and the Act apply in England and Wales.

6.17 Members will have fire risk assessments (FRAs) reviewed annually by a competent person, as defined by the Fire Risk Assessment Competency Council, and will provide the NCA with a copy of the FRA within five days of them requesting one.

6.18 Members will also provide, for information, to the NCA electronic copies of FRAs for all high-risk buildings of 18 metres and above and, where those FRAs are revised or changed, an up-to-date copy will be provided at least annually. FRAs will also be provided for any building that is subject to a verification visit

6.19 Members will ensure that Type 3 FRAs are undertaken when the development is first occupied, and are then reviewed annually. A replacement Type 3 FRA must be prepared when considered necessary by the assessor, for example following a change of operational management or where substantial alterations are made to the building fabric or existing alarm systems.

6.20 Members will keep fire alarm and detection systems in proper working order; have systems tested regularly; and ensure that a suitably qualified engineer carries out an annual inspection and test of the entire system in accordance with BS5839-1:2017.

6.21 Members will keep a logbook, certificate or other electronic record of when the testing and inspection of the fire alarm system is carried out and by whom, in accordance with BS5839-1:2017. Members will also maintain a log of fire incidents and false alarms.

6.22 Members will ensure that documentation is available to certify that the fire alarm and emergency lighting systems have received annual checks and are in proper working condition.

6.23 Members will provide occupants with clear written guidelines on the fire safety procedures, including details of:

- the safety measures installed
- why they are there
- how they operate; and
- what to do in the event of fire.

6.24 Members will display notices containing this information in all rooms and communal areas.

6.25 Members will maintain all exit routes within the building (for example, hallways, landings and staircases) such that, as far as is reasonably practical, they are safe and would not obstruct evacuation of the dwelling in the event of fire.

6.26 Members will have fire evacuation plans reviewed and updated annually by the designated responsible person.

6.27 Where appropriate, Members will devise personal emergency evacuation plans (PEEPS) in order to help an occupant who may need assistance, for instance, a person with impaired mobility, to evacuate a building or reach a place of safety in the event of an emergency.

6.28 Members will:

- Notify the NCA of any building of theirs which contains ACM (aluminium composite material) cladding.
- Make a declaration on the percentage of the building that is ACM-clad; and

- Provide the NCA each year with the FRA, which will reference the arrangements made in respect of the cladding.

The Building Safety Act 2022

6.29 The Building Safety Act 2022 has implications for most purpose built student accommodation but primarily applies to new or existing occupied buildings over 18 metres high or seven storeys or more, which contain at least two residential units. The Act places specific duties on Members who manage high rise residential buildings to take a range of specific and prescribed actions to identify risks, put the required measures in place to keep the building and its' residents safe, and to evidence how they are doing this.

6.30 Members will comply with the provisions of the Act, particularly in respect of:

- ensuring that new buildings completed after 1st October 2023 must have a relevant completion certificate or final notice from the Building Safety Regulator and are registered before any residents can occupy them.
- undertaking the management of relevant buildings to minimise and manage risks covered by the Act, particularly regarding resident engagement and communication in respect of these obligations.

6.31 On request from the NCA, Members will evidence within five days that they are compliant in these areas.

Security measures

Members will ensure that:

6.32 External doors to the building are of strong, solid, safe construction and fitted with a secure locking system capable of being opened from the inside without the use of a key. (If an electronic system is installed, it will be programmed to open in the event of a power failure). Door frames must be of strong construction and well secured.

6.33 Any intercom entry systems do not allow access to the building without the occupant being able to establish the identity of the caller.

6.34 Ground-floor and upper-storey windows accessible from ground level are of sound construction and fitted with a lockable system capable of being opened from the inside without the use of a key. All windows above ground-floor level will be fitted with stops to prevent over-opening. Members will provide occupants of ground-floor rooms with specific security information.

6.35 The building has a security plan detailing an appropriate level of management to maintain security standards. Members will make the plan available to occupants on request. The plan should stipulate what security information will be supplied to occupants.

Emergency and disaster management

6.36 Members will draw up and put in place an appropriately detailed emergency and disaster plan for all developments. They will review and update the plan annually.

6.37 Members will make all staff aware of the plan, and make it freely available as part of site policies and procedures. The plan will be provided with clear guidelines on where and when it will be implemented and how staff will contribute to its review and implementation.

Lifts

6.38 Members will have all lifts provided for passenger use thoroughly inspected by a qualified competent person at regular intervals, in line with the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) to ensure that all lifts are safe to use. Members will make inspection reports available for at least two years and provide copies for the NCA on request.

6.39 Members will undertake routine maintenance to ensure that lifts are kept in good working order and that all aspects of the lift are functioning properly. Routine maintenance will include, but may not be limited to:

- lighting within the cage
- proper signage of floors
- operating buttons; and
- floor indicators.

6.40 Members will maintain a central log of times when a lift(s) is out of service.

6.41 Members will make emergency arrangements clear for any person trapped in a lift and ensure that staff understand their role in reacting to any such incident. Members will also put in place a system that supports the swift release of anyone who is trapped.

6.42 Where a lift being out of service prevents a disabled occupant from getting to or from their room, Members will make alternative access arrangements. In the event that overnight access is not possible, Members will provide alternative accommodation for the occupant for as long as the lift is out of commission.

Legionella

6.43 Members must:

- Comply with relevant water treatment legislation;
- Follow the guidance on a risk-based approach to water risk assessments set out in Legionnaire's disease: the control of legionella bacteria in water systems: the Health and Safety Executive's Approved Code of Practice L8; and
- maintain testing and flushing records.

The Environment

6.44 For all developments, Members will provide adequate refuse disposal facilities for the number of occupants.

6.45 Members will put in place a waste disposal plan, which can be consulted by occupants on request. Within 24 hours of moving in, occupants will be informed about waste collection arrangements.

6.46 Where the local housing authority operates a recycling scheme, Members will ensure its waste disposal plan meets the relevant standards.

6.47 Members will maintain the perimeter of all developments and any surrounding grounds in good order and free of waste and litter as far as is reasonably practicable.

6.48 Members will:

- Retain any garden(s) as soft planted areas (which includes low-maintenance gravelling with planting).
- Keep garden(s) free from obstruction (although paths may be added); and
- Maintain plants and shrubs properly, and in particular so that they do not obstruct pavements or other public areas of the property.

6.49 Members will keep hedges and bushes trimmed low wherever practical so that they cannot be used as a screen for criminal activities.

Communal lighting

6.50 Members will ensure that:

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

SECTION 7: DURING THE OCCUPANCY (PART 4): OCCUPANTS' SATISFACTION AND CODE INFORMATION REQUIREMENTS

Frequency of satisfaction surveys

7.1 Where they house more than 300 students, Members will carry out a satisfaction survey of their student occupants every 24 months or more frequently, and at a time when most occupants are resident. Where a single supplier houses 300 or fewer students, they will conduct a survey no less often than every 36 months, again at a time when most occupants are resident.

Survey design

7.2 Members will ensure that surveys are designed so that:

- Their outputs on the delivery and provision of services can be benchmarked against the results of earlier iterations; and
- They facilitate consideration of aspects of student life as it relates to occupants' stay in the accommodation as provided.

7.3 For the portfolio and for each individual development, the survey will cover both qualitative and quantitative elements, including, as a minimum, the following:

- the response rate
- the analysis of respondents by UK and overseas students (where possible disaggregated to EU and non-EU) and by gender
- information related to their arrival at the accommodation
- whether the accommodation met expectations
- the reliability and speed of any web services provided
- satisfaction with security: personal security and building security
- satisfaction with facilities
- the quality of maintenance and speed of response
- whether occupants know the development is part of the Code.

7.4 The survey should also provide an overall measurement of:

- How the occupants rate management
- How they rate value for money
- Whether they would recommend the accommodation to a friend
- Their overall levels of satisfaction.

Code Information Requirements

7.5 Members will supply the following up to date information (not less than annually) as part of their Code obligations:

For each building:

- name and postal address (with postcode)

- number of storeys
- number of bed spaces
- name of the building manager (or equivalent) and contact details (email, postal address and phone number)
- number of bed spaces let by year
- number of home and international students housed in each building by year.

This information remains confidential to the NCA but will be shared, on a non-identifiable basis, with the Office for National Statistics, the Department for Education and the Ministry of Housing, Communities and Local Government.

SECTION 8: AT THE END OF THE OCCUPANCY AGREEMENT: DEPOSITS

8.1 Although the Tenancy Deposit Protection (TDP) schemes under the Housing Act 2004 may not apply to occupancy agreements issued by Code Members, Members of the Code (except those specified under paragraph 8 Schedule 1 to the Housing Act 1988 Lettings to Students and listed in Appendix 1and 2 of the Assured and Protected Tenancies (Letting to Students) Regulations 1998) agree to protect any deposits collected in accordance with a TDP scheme. This means they will put occupants' deposits in a government-approved TDP scheme and the scheme will ensure occupants get their deposit back if they meet the terms of their tenancy agreement, do not damage the property and pay their rent and bills. Complaints about a Member not abiding by this section of the Code can be made through the Complaints Procedure.

As part of protecting deposits in a government-approved TDP, Members will ensure that:

- Any deposit received will be registered into a TDP scheme within 30 days of the receiving it.
- A deposit is returned within 10 days of agreeing how much an occupant will get back.
- If there is a dispute, the deposit will be protected in the TDP scheme until a final resolution is reached through the adjudication system of the TDP scheme.
- They abide by the decision/s of the TDP scheme's adjudication system.
- They abide by the rules of the TDP scheme in which the deposit is protected.

8.2 The Member must provide occupants with key information about the deposit protection within timescales specified under the rules of the relevant scheme.

8.3 Occupants must be issued with clear written guidelines on cleaning and other arrangements for bringing their occupancy agreement to an end.

8.4 In the event that deductions from deposits are proposed Members will write to the occupant(s) within 10 days after the end of the agreement giving reasons for the delay together with a statement of account providing details of any deductions.

8.5 The Member will also respond promptly to any enquiries relating to any proposed deductions.

8.6 If the deposit is protected in an insurance backed scheme the Member will submit the disputed amount of the deposit within 10 days of the TDP scheme requesting it.

SECTION 9: COMPLAINTS AND DISPUTES

9.1 Members recognise that an important part of the Code is accountability for decisions and an openness to responding, in a timely manner, to complaints from occupants that may occur.

Complaints

9.2 A Member must have a clear and accessible procedure for accepting and considering complaints from student occupants and this must be accessible on their website. That procedure must give contact details together with a target time for responding to complainants.

9.3 Their procedure provides occupants with a way(s) to raise matters of concern in confidence and where complaint/s relate to a member of staff's conduct, they will ensure that staff complained about form no part of the consideration of the complaint.

9.4 They accept contact from occupants (or their authorised representatives) by telephone, email, a virtual meeting facility or face-to-face discussion.

9.5 They maintain a courteous professional relationship with the complainant.

9.6 Where occupants wish to make use of a representative the occupant will notify the Member in writing of both this intention and give their consent for information to be shared with this nominated third party. An authorised representative would include a parent or guardian making a complaint on behalf of a student. An exchange of emails will be adequate for these purposes.

9.7 They respond reasonably and promptly to occupants (or their representative) acknowledging the complaint within 3 days of receiving it and will provide a substantive written response to the complainant (or their representative) within 10 days or, where matters are complex then, within that 10 days will write to the complainant explaining why a longer period of consideration is necessary, together with an anticipated time when a full response can be provided.

9.8 Their complaints procedure must reference, and link to, the Code complaints procedure making it clear that if a complaint is not responded to by the Member within 28 days of it being lodged with them, then a complaint can be made to the Codes Complaints Investigator by the occupant.

9.9 In responding to a complaint the Member will set out the actions they propose to take and the overall timetable they aim to achieve and will honour any outcome within 10 days of a settlement being agreed.

The Codes Complaints Investigator

9.10 Where a complaint is received, the Codes Complaints Investigator's first contact will be to see if the Member can resolve the complaint within their own procedures.

9.11 Members will assign a high level of importance to any correspondence or contact from the Investigator and will deal with any enquiry with a high level of priority. In the first instance, the Investigator will request the named representative of the Member who signed the Code declaration for membership to provide a named contact for communication purposes in connection with the investigation of the complaint. The Member must provide a named contact within two days of receiving the request. If they fail to do so, the named representative of the Member who signed the Code declaration for membership will be that named person.

9.12 Correspondence from the Investigator must be responded to as a priority but in any event not longer than five days.

9.13 The Codes Complaints Investigator will seek to ascertain whether the Code provisions have been breached and will aim to resolve any dispute between the Member and the occupant within a timescale decided upon by the Codes Complaints Investigator.

9.14 Members agree that any resolution between them and the occupant cannot involve the use of any form of non-disclosure agreement.

The Audit Panel

9.15 If timescales for responses are not met or the responses are regarded as insubstantial then the Codes Complaints Investigator can ask the Audit Panel to either suspend the building relating to the complaint from membership or suspend the Member, affecting their entire portfolio.

9.16 The Audit Panel may set timescales for breaches of the Code to be rectified and the Member agrees to comply with directives given to them by the Audit Panel, which oversees the operation of the Code's assessment and verification system.

The Tribunal and Disputes

9.17 Where a complaint cannot be resolved, then this constitutes a dispute and the Complaints Investigator can refer the matter to the Tribunal. The Member will recognise the Tribunal's authority to determine whether or not a breach of the Code has occurred and to make recommendations accordingly. If the Member does not follow all such recommendations, the Tribunal will deem them to be in breach of the Code. This breach will be made public and therefore available to prospective occupants. The Tribunal has the authority to exclude any Member from the Code.

The ANUK/Unipol National Code of Standards for Larger Developments is administered by Unipol Student Homes on behalf of the Code Consortium and the Committee of Management. Telephone 0113 243 0169 and ask for The National Code Administrator for further information or general enquiries.

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ANNEX 1:

Determination of whether a development is managed and controlled by an educational establishment

Points-based method

1. Many larger student accommodation developments are undertaken in partnership between a provider of services and an educational establishment. Because of this, it can be difficult to determine whether a building is being managed and controlled by the educational establishment or by the private provider. A framework of test questions has been developed to discover who a building is managed and controlled by.

2. There are 12 questions. The answer to each can be: yes, responsible, no, not responsible, or both are responsible. An affirmative answer to each question attracts points as follows:

marketing	1 point
rent collection	1 point
tenancy	6 points
hard facilities management	2 points
soft facilities management	-
cleaning	1 point
security	1 point
repairs	1 point
health and safety routines	1 point
out-of-hours services	1 point
tenancy relations	2 points
residential cover	1 point

3. The points are loaded to reflect the importance of each item to the determination of who has control and management of a building.

4. There is a total of 18 points in all. The educational establishment and another provider are scored against each heading. Whichever achieves the higher score is adjudged to have control and management of the building. See below for a worked example of the method of determination.

Guidelines on questions

5. The term educational establishment means just that. Provider means a non-educational establishment which provides duties and services.

6. Marketing – reflects who is responsible for promoting and letting a building. If the development is the subject of an underwritten or formal nominations arrangement, the responsible party would clearly be the educational establishment. Informal arrangements between educational establishments and a private supplier, where the supplier is also marketing the building directly, would yield an affirmative result for the provider.

7. Rent collection – reflects who collects the rent.

8. Tenancy – reflects who the student occupant signs their tenancy with: the educational establishment or another provider. This is an important matter since it sets the legal framework for the whole letting.

9. Hard facilities management – means the maintenance and replacement of the infrastructure of the building and its associated plant/equipment and buildings systems. This can extend to the estate where the building is situated (including grounds and gardens).

10.Soft facilities management – means the services that are provided to the students occupying the building. There are seven questions relating to aspects of these services:

- cleaning – who undertakes cleaning, either of the residences or the communal areas.
- security – who undertakes the security, particularly out-of-hours security. Often this work is shared between a provider and an educational establishment, in which case points would be awarded to both parties.
- repairs – who undertakes day-to-day repairs within the building.
- health and safety routines – who is responsible for health and safety routines: testing fire alarms, servicing safety equipment and undertaking a risk analysis of the building.
- out-of-hours services – who deals with out-of-hours emergencies for the building, for example, a power outage or a plumbing leak. This does not cover out-of-hours services to students offered under the headings below: tenancy relations or residential cover.
- tenancy relations – who deals with occupant issues and support, for example, students wishing to leave; inter-occupant friction; noise and anti-social behaviour; and mental health problems.
- residential cover – who provides residential cover to deal with occupant issues that occur overnight. This excludes security-related matters dealt with above.

11. Before they answer the test questions above, educational establishments and providers can get further guidance from the NCA at any time.

Determination of whether a development is managed and controlled by an educational establishment

Name of development/area:

			Provider		Educational establishment	
	Available	**Who**		**Points**		**Points**
Marketing	1	Both	yes	1	yes	1
Rent Collection	1	Both	yes	1	yes	1
Tenancy	6	Both	yes	6	yes	6
Hard FM	2	Both	yes	2	Yes	2
Soft FM						
Cleaning	1	Both	yes	1	yes	1
Security	1	Both	yes	1	yes	1
Repairs	1	Both	Yes	1	yes	1
Health and Safety Routines	1	Both	yes	1	yes	1
Out of Hours Services	1	Both	yes	1	yes	1
Tenancy Relations	2	Both	yes	2	yes	2
Residential Cover	1	Both	yes	1	yes	1
Total Points				**18**		**18**

The educational establishment manages and controls a development only if it scores the most points.

ANNEX 2:

Joining as a new member, continuing as a member, suspension of buildings and expulsion from the Code

1. This annex gives information about the Code processes. Additional, more detailed information and guidance is available in the links provided. The detailed processes referenced are occasionally subject to change and when this takes place the information in the links will be updated accordingly.

2. All references to "days" refer to working days.

Joining as a new Member

3. Any new Member must first complete the confidential online registration form, which requires details of the applicant, their contact details and company information. If the operator/manager is not the owner of the building, then details of ownership, together with their company number, is also required.

4. The Code is administered by the National Code Administrator (NCA) who can assist with any queries.

5. Within a 20-day period, the NCA will progress the application or, if there are any concerns, will refer the application to the Audit Panel for further consideration.

6. In the event of the application not proceeding the details within this document will be destroyed within 14 days excepting the name and contact details of the applicant which will be held for three years.

7. Once the NCA has contacted the applicant to confirm their eligibility for membership, the new Member will receive log in details for the online membership portal, where the applicant will be required to sign the Code declaration form, and provide details of eligible student accommodation under their management. If the operator/manager is not the owner of the building, then details of ownership, together with their company number, is also required.

8. Following this, all applications are referred to the Committee of Management for comment as part of the Verification Process, where the committee members have 5 working days to provide any comment. Once this 5-day period has passed without comment OR any comments and queries have been resolved with the applicant, the new applicant fee is due. Please note this fee is non-refundable, even in the event a membership application is declined.

9. Once the new applicant fee is paid, within a 20-day period the NCA will progress the application or, if there are any concerns, will refer the application to the Audit Panel for further consideration.

10. The first part of the verification process is for an Organisational Self-Assessment Questionnaire (OSAQ) to be completed and returned within 28 days. If that timescale is not met – and no assistance is sought from the NCA - the application will lapse. The OSAQ is completed by all Members once every three years and relates to compliance with aspects of the Code that are concerned with the providers overall management procedures.

11. Prior to the verification visit taking place, the NCA will set up the Site Self-Assessment Questionnaire (SSAQ) and assign a verifier to undertake the verification visit. This second questionnaire relates specifically to building/s being verified and the responses form an important part of the on-site verification process. The applicant will liaise directly with the verifier on arranging a date for the visit to take place and send any additional documentation directly to them ahead of the visit.

12. Each application requires at least one verification visit to take place involving visiting a building. The verification visit normally takes place within 30 days of the OSAQ being received and is arranged directly with the verifier who will undertake the visit.

13. A user guide for the self-assessment system and both questionnaires can be downloaded from the National Codes website or requested from the NCA

14. The SSAQ must be completed and returned 10 days ahead of the planned visit date. If this deadline is not met, the verification visit will not go ahead and must be rearranged for another date. Should a second date for the visit be missed due to a failure to submit the SSAQ, then an additional fee to cover the costs may be incurred.

15. If the SSAQ fails to be returned following attempts by the NCA to assist over a prolonged period, the application will lapse and the application process will need to be restarted and a new fee paid.

16. Following the verification visit/s a report/s is issued which either reaffirms that the applicant is fully compliant or gives several action points, together with a timescale to achieve compliance.

17. The Verification Report is considered by the Audit Panel which is independently chaired and is composed of several expert verifiers. The Audit Panel considers the Verification Reports (and can access OSAQ and SSAQ reports) and following a satisfactory verification and/or confirmation of completion of actions by the verifier, the Audit Panel then accepts the applicant into membership. The Membership Fee is paid at this point.

18. If the Audit Panel concludes that membership should not be awarded, then the application will be declined. The Audit Panel can set conditions and a timescale which, if met, allows the application to proceed. If any conditions and timescales set are not met, the application will be declined.

19. In the unlikely event that there is a dispute between the Audit Panel and the applicant over any interpretation of what the Codes require, the NCA refers the matter to the Code Tribunal for a decision. Records of the Tribunal process and its outcome are posted on the website and placed in the public domain.

20. Membership of the Code is granted across a fixed, normally three-year period, currently ending on 31 December 2028.

21. Entirely new Members, without any previous management history or track record only become Members after the full application and verification process has been completed and they are informed that they are now Members of the Code. Until then, the applicant is not entitled to any of the privileges of membership. Tenancies granted in England, prior to membership are likely to be assured tenancies and the applicant must comply with the Housing Act 1988 as

amended by the Renters Rights Act 2025 in relation to tenancies granted before becoming a Member.

Joining as a new Member with an established track record

22. In the PBSA sector it is common for new operators to be created from existing entities and parts of existing portfolios. This process has been established to allow a route into membership for new Members with an established track record of compliance with the Codes.

23. A new owner or operator who has had a good and recent track record of complying with the Code's requirements can be accepted into membership after the Registration Document and the applicant fee have been received and accepted by the National Code Administrator (NCA). If an applicant feels that they wish to be considered under this procedure, the registration document must be accompanied by a short statement outlining why they should be given this status. A guidance document entitled **Guidance on Joining as a New Member with an Established Track Record** is available to help applicants with this statement.

24. This procedure is not available where a new Member (or applicant) has only one building and in that case the membership will be dealt with as outlined above under "joining as a new Member".

25. The National Code Administrator will assess an application requesting acceptance as a Member because of a previous good track record and recommend a course of action to the Audit Panel who will inform the applicant when they are accepted as a Member. The NCA and the Audit Panel will only assess overall management capabilities (not individual managers) from information that is already known to them from previous verifications and records of Code compliance. If the Audit Panel recommends that membership be granted, the applicant must then pay the membership fee to confirm their status.

26. Until membership is confirmed then the applicant is not entitled to any of the privileges of membership. Tenancies granted in England, prior to membership are likely to be assured tenancies and the applicant must comply with the Housing Act 1988 as amended by the Renters Rights Act 2025 in relation to tenancies granted before becoming a Member.

Existing Members

27. Will be required to provide to the NCA the name of the Owner of each building within the Code, together with their company number.

28. New buildings being added to an existing portfolio will join membership once they are registered with the National Codes Administrator. New buildings will be verified within the first three months of occupation.

29. Once in membership, a Member will undergo a number of verification visits across each three-year period of membership. The Audit Panel decides on the distribution of verification visits, but several other matters are considered. Together with the written submissions and evidence made as part of membership, this is regarded as sufficient to ensure Code compliance.

30. The verification process is the same as that outlined earlier under Joining as a New Member.

Suspension or Exclusion from the Code

31. This procedure applies to both Codes.

Suspension

32. All decisions concerning the removal of membership from the Code is a matter for either the Audit Panel or the Tribunal. Both have powers to suspend the Member or individual buildings from a Code whilst any matter is considered more fully.

33. Suspension or exclusion from the Code can also take place because of a failure to respond to complaints within the designated timescales. The Audit Panel can immediately suspend a Member or a building and, in taking such a decision will inform the Member what aspects of a breach of the Code has resulted in their decision. Any consideration by the Tribunal fits within the formal process and timescales laid down for a Tribunal hearing/decision.

34. The Audit Panel has had powers to exclude a building from the Code for up to a maximum of 12 weeks.

35. Only the Tribunal can expel a Member. The Audit Panel can suspend a Member and recommend expulsion to the Tribunal, but it cannot expel a Member itself. If a member felt that a suspension was unfair (i.e. not in accordance with the Code's provisions) then a dispute would exist that would be resolved by referring this matter to the Tribunal. The Tribunal is the place of final resort for serious disputes. The Tribunal can take the form of Chair's action (which frequently involves consulting with the two Vice-Chairs), or a full Tribunal but both forms are still "the Tribunal".

36. After a 12-week period of suspension, if an issue of compliance remains unresolved, then the building/Member remains suspended until a decision is reached by the Tribunal.

37. If a building or Member is expelled (whether immediately or suspension, or pending investigation or appeal), in England, this will mean the Member loses status as a specified body and consequently the ability to grant common law tenancies.

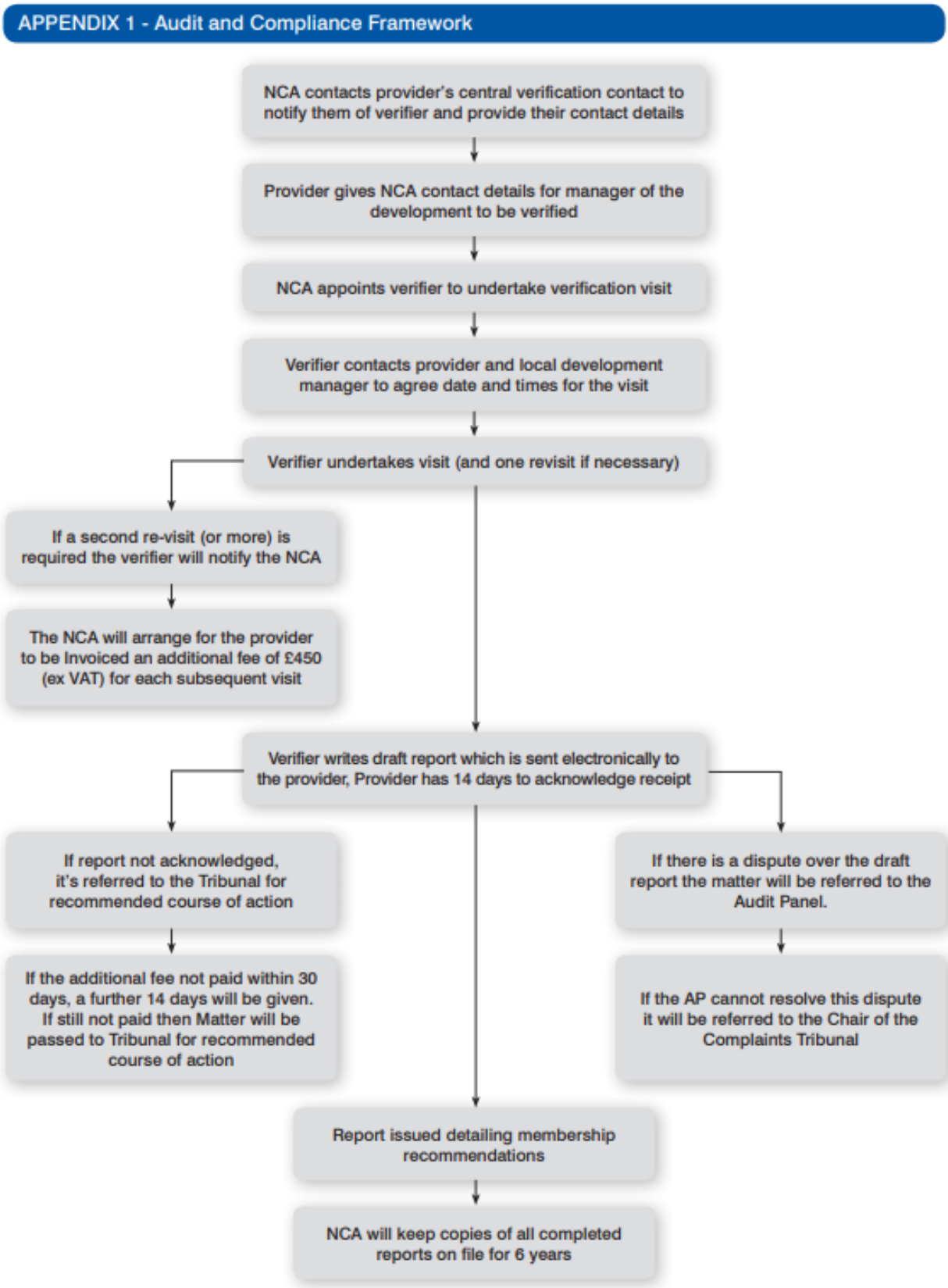
38. Members must not purport to grant common law tenancies after they have ceased to be a specified body unless and until they are once again specified.

39. At the point of expulsion all privileges of being a Member cease. It will be the former Member's responsibility to ensure that they comply with all applicable law as regards their existing and future tenants.

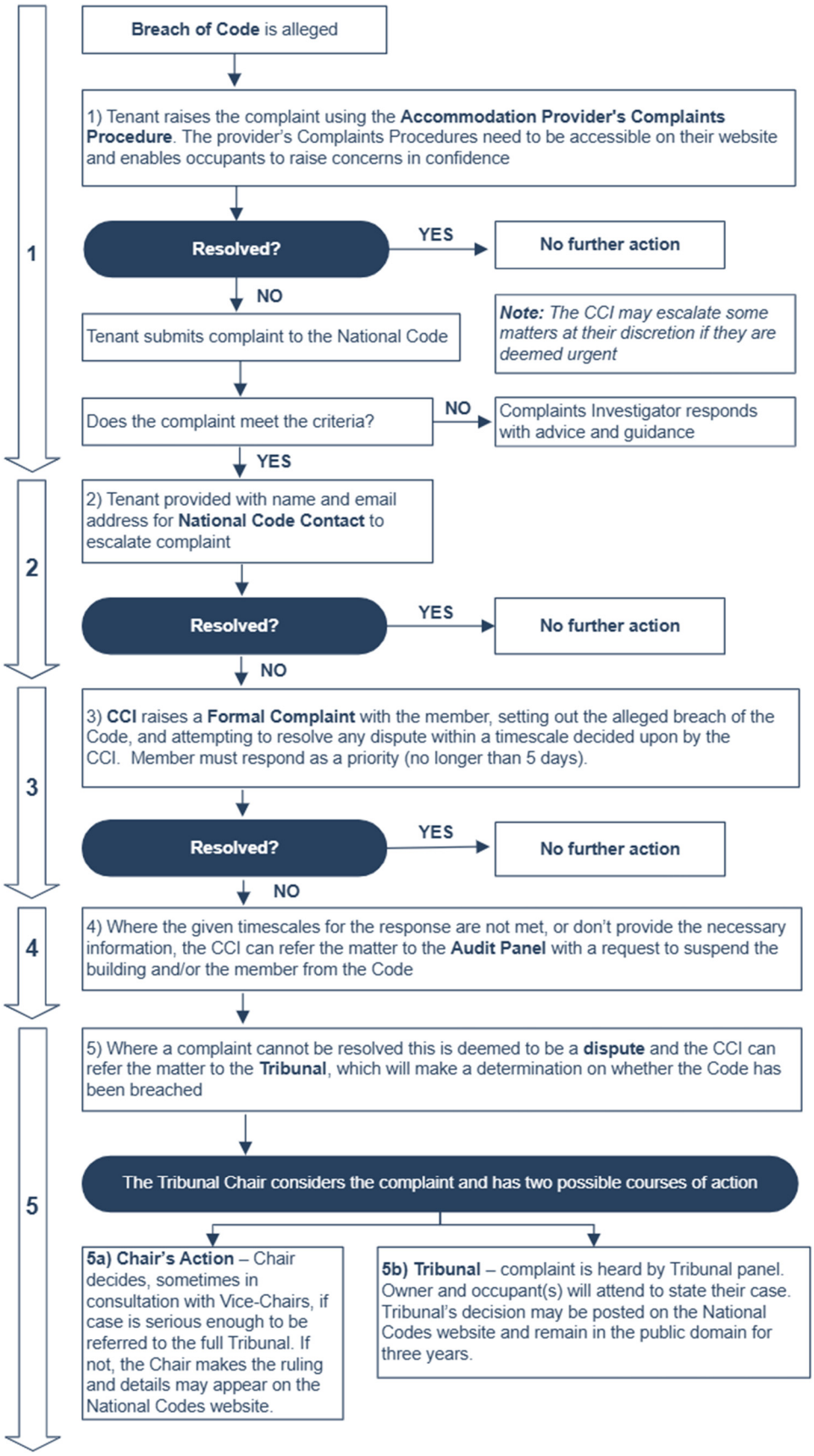
40. It may well be that during transitional periods that occupants within the same building will hold different tenancy statuses. The National Code procedures are designed to minimise this happening so long as processes and notifications are followed within the proscribed timescales. Failure to follow prescribed processes and deadlines will affect Code membership and is likely in England, to affect specified body status.

41. If it is needed, help and further guidance can be obtained from the NCA.

APPENDIX 1: Audit and compliance framework



APPENDIX 2: Complaints Procedure



APPENDIX 3: Housing Health and Safety Ratings System

1. Housing conditions are assessed using the Housing Health and Safety Rating System (HHSRS) which falls within Part 1 of the Housing Act 2004. All types of residential premises fall within this regulatory framework, whether any amenities are shared.

2. Following a complaint, or for any other reason, a local authority may arrange to inspect premises to determine whether a Category 1 or 2 hazard exists.

3. Under HHSRS, housing hazards are assessed according to 29 categories. Technical assessment is a two-stage process, addressing first the likelihood of an occurrence, and then the range of probable harm outcomes. These two factors are combined using a standard method to produce a score for each hazard. HHSRS does not provide a single score for the dwelling as a whole or, in the case of multiply occupied dwellings, for the building as a whole. The scores from different hazards cannot be meaningfully aggregated. There is no strong evidential basis for aggregating hazard scores, and to attempt to do this would make it far more difficult to assess the likelihood and spread of harm of hazards. However, the presence of a number of individual Category 2 hazards may be a factor in a local authority's decision to act.

4. Hazards are scored in bands, from Band A, the most severe, to Band J. The relationship between these bands and Category 1 and Category 2 is prescribed in the Regulations. Category 1 hazards are those rated in Bands A-C. Category 2 hazards are those rated in Bands D to J. Category 1 hazards trigger a local authority's duty under Section 5 to take the appropriate enforcement action. Category 2 hazards can be dealt with under the authority's discretionary powers, which are set out in Section 7.

5. The Housing Act 2004 gives local authorities powers to intervene where they consider housing conditions to be unacceptable, on the basis of the impact of health and safety hazards on the most vulnerable potential occupant. The 2004 Act puts authorities under a general duty to take appropriate action in relation to a Category 1 hazard. Where they have a general duty to act, they must take the most appropriate of the following courses of action:

    - serve an improvement notice in accordance with Section 11;
    - make a prohibition order in accordance with Section 20;
    - serve a hazard awareness notice in accordance with Section 28;
    - take emergency remedial action under Section 40 or make an emergency prohibition order under Section 43;
    - make a demolition order under Section 265 of the Housing Act 1985 as amended;
    - declare a clearance area by virtue of Section 289 of the 1985 Act as amended.

6. Further details on HHSRS here.

APPENDIX 4: Glossary

Glossary - Clarification of the terms used within the Code

1. Some of the terms used in the Code may be open to interpretation in common usage. To promote consistency of application and wider understanding, the following paragraphs clarify the intended meaning of these terms as used within the Code.

Change of operational management

2. This occurs where the day-to-day management of a building changes between two existing members of this Code, unless the incoming manager has been a Member for less than 12 months in which case the procedure for a new building will be followed.

Complaints and Disputes

3. A complaint relates to an occupant reporting that something is unsatisfactory. A dispute is where there is a disagreement or argument relating to an earlier complaint. Timescales are set out in normal working days.

Days and Working Days

4. References in the Code to a 'day' imply a working day, which is any day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a designated bank holiday.

Deposit

5. This means any money received by or on behalf of the Member as security for the performance of any obligations or the discharge of any liability on the part of an actual or intending occupier under or in connection with an occupancy agreement relating to any actual or prospective agreement covered by this Code.

Disabled person

6. Under the Equality Act 2010, a disabled person is defined as someone who has a physical or mental impairment which has a substantial and long-term adverse effect on his or her ability to carry out normal day-to-day activities.

7. This definition covers a wide range of physical, mental and sensory impairments, including specific learning difficulties such as dyslexia, mental health difficulties and chronic health conditions such as diabetes, epilepsy and depression. The definition also includes people with cancer, HIV and multiple sclerosis from the point of diagnosis.

En-suite room

8. When a room is described as en-suite, this means that it has a bath/shower, wash basin and toilet which form a self-contained amenity for the exclusive use of the occupant of that room.

Government approved tenancy deposit protection scheme

9. This means a scheme authorised and referenced under section 212 of the Housing Act 2004.

Information sharing agreement

10. An information sharing agreement is an agreement that sets out the purpose of data sharing; covers what happens to data at each stage; sets standards; and helps all the parties involved in sharing to be clear about their roles and responsibilities.

Larger development

11. A larger development is a development where15 or more students live in one building in rooms off a central corridor, in cluster flats, or in self-contained flats.

Member

12. Member (with a capitalised initial) is used throughout this document to mean a member of the National Code of Standards for Larger Developments for student accommodation NOT managed and controlled by educational establishments. In practice, much of the work entailed in complying with Code standards and requirements will fall to agents or contractors. Nonetheless, Member is consistently used because it is Members who are responsible for compliance and who will be held accountable for failure to meet Code standards or other breaches.

National Codes Administrator

13. The Codes are administered by a team of people at Unipol Student Homes, with the National Codes Administrator (NCA) taking responsibility for ensuring that the governance procedures are followed.

Nominations agreement

14. For the purposes of its use in this Code, nominations agreement can be defined as where a student rents a room in a building suggested or allocated through an educational establishment for more than 12 weeks.

Occupant/occupancy agreement

15. Occupants is the term used throughout the Code document to refer to the people residing in the building. Previously the term tenant was employed, but this has been altered because it is not the case that all students who occupy buildings managed and controlled by non-educational establishments have the legal status of a tenant.

16. The term tenancy has also been replaced by occupancy agreement, meaning the contract between the landlord and the student.

Room

17. In Section 3 and Appendix 5 of this Code, the meaning of room extends to the availability and use of a reasonably placed kitchen and bathroom or any other advertised communal facility.

APPENDIX 5: New and refurbished development protocol

1. Under the terms of this protocol, Members are required to seek written assurances from both the developers and contractors of newly-built/refurbished student accommodation that the accommodation will be ready for occupation at the start of the occupancy agreement. They must seek such assurances at three waypoints in the run-up to the scheduled occupancy start date. The protocol sets out what action the Code Member will take when they are notified that all or some parts of a development will not be available by the date of occupation.

2. Under the terms of this protocol, developers and contractors are required to provide, at each of the three waypoints, a date when a variety of aspects of the development will be ready for occupation/use. At these points, they are also required to indicate whether there is any possibility that these aspects will not be ready for occupation/use on the due occupancy date OR whether only partial occupancy/use will be possible.

3. The table below lists:

    - aspects about which developers need to be giving assurances to Code Members;
    - the points at which the Code Member asks for relevant information; and
    - what actions the Code Member will take if they are informed at those waypoints that the aspect concerned will not be (or may only be partially) available at the due date of occupation. (Where a developer/contractor fails to make a response by these dates, the Code Member will treat this as a negative response.)

New and refurbished development protocol			
All communications listed in this table shall be in writing.			
Aspect	**Result of a negative response at 8 weeks before occupation date**	**Result of a negative response at 6 weeks before occupation date**	**Result of a negative response at 4 weeks before occupation date**
No bedrooms will be completed.	The Member will inform everyone who has booked by this date of the possibility of rooms not being available and will make clear what action is being taken if this is the case All websites that are being used to advertise this accommodation will make any delay clear. The Code Member will report the delay on their own website.	The Member will inform everyone who has booked by this date of the possibility of rooms not being available and will make clear what action is being taken if this is the case All websites that are being used to advertise this accommodation will make any delay clear. The Code Member will report the delay on their own website.	The Member will inform everyone who has booked by this date of the possibility of rooms not being available and will make clear what action is being taken if this is the case. The Member will make-clear what alternative accommodation arrangements have been put in place and will cease taking any further bookings.
Only some bedrooms will available for occupation.	The Member will report the delay to those likely to be affected and inform them of what actions might be taken if only partial occupation is available.	The Member will report the delay to those likely to be affected and inform them of what actions they plan to take if only partial occupation is available. The Member will stop taking further bookings.	The Member will report the delay to those likely to be affected and inform them of what actions have been taken. The Member will stop taking further bookings.
No kitchens / bathrooms / living rooms will be completed.	The Member will inform everyone who has booked by this date of this possibility and make clear what actions might be taken if these rooms are not completed.	The Member will inform everyone who has booked by this date of this possibility and make clear what actions might be taken if these rooms are not completed.	The Member will inform everyone who has booked by this date of this possibility and make clear what actions might be taken if these rooms are not completed.

Only some kitchens/bathrooms/living rooms will be capable of occupation	As above	As above	As above
No landscaping of the site will be completed. Only some of the landscaping will be completed on occupation.	As above The Member will inform everyone who has booked the accommodation what implications this will have for them and any site access restrictions that this might lead to.	As above The Member will inform everyone who has booked the accommodation what implications this will have for them and any site access restrictions that this might lead to.	The Member will inform everyone who has booked the accommodation what implications this will have for them and any site access restrictions that this might lead to. As above
Which of the following amenities will be available for use at the date of occupation?			
Launderette not available	As before	As before	The Member will report this in writing to everyone who has booked by this date, making clear what alternative arrangements have been put in place.
Common room not available	As before	As before	As above
Reception area not available	As before	As before	The Member will inform everyone who has booked the accommodation about the implications this will have for them and any site access restrictions that this might lead to.
Internet not available	As before	As before	The Member will report this to everyone who has booked by this date, making

			clear what alternative arrangements have been put in place and any refunds that are to be given.
Lifts not available	As before	As before	The Member will report this to everyone who has booked by this date, making clear what alternative accommodation arrangements have been put in place. At this point the Code Member will cease taking any further bookings for rooms above the 10th floor.
Bike store not available	As before	As before	The Member will report this to everyone who has booked by this date, making clear what alternative arrangements have been put in place and any refunds that are to be given.
Car parking not available	As before	As before	The Member will report this to everyone who has booked by this date, making clear what alternative arrangements have been put in place and any refunds that are to be given.
Gyms not available	As before	As before	The Member will report this to everyone who has booked by this date, making clear what alternative arrangements have been put in place and any refunds that are to be given.

Members who are subject to a formal complaint under the Code as a result of a late building but who have adhered to the terms of this protocol agreement, will have this fact taken into account.

APPENDIX 6: Application and declaration for membership

We (name of company/owner/residential social landlord)

of (address)

website:
contact email address:

name and contact of our CEO or Company Secretary:

acknowledge and agree that:

1. I/we wish to join the ANUK/Unipol Code of Standards for Larger Developments ("**the Code**") from the date of this declaration until December 31st 2028, and that I/we agree to meet all the terms and conditions of the Code and abide by the regulatory mechanism, complaints procedures and the role and authority of the Tribunal, as stated as part of the Code.

2. The subsisting Code stays in place until any new Code has been approved and issued by ANUK/Unipol and it is agreed that the obligation to adhere to any future subsisting Code, if not agreed by us in a new declaration, then membership is subject to a right of termination by ANUK/Unipol within two months of the declaration being sought.

3. I/we recognise that joining the ANUK/Unipol Code is a serious commitment to meet the standards set out in the Code. I/we agree to return a properly completed self-assessment to the National Codes Administrator (NCA) and once that has been received by the NCA then it is acknowledged and agreed that I/we cannot withdraw from membership other than through (a) the regulatory mechanisms as stated as part of the Code or (b) if I/we actually cease to provide relevant accommodation services and can evidence this to the satisfaction of the National Codes Administrator.

4. I/we also acknowledge and agree that where the Tribunal rejects an application for membership of the Code or revokes an existing membership then such information shall be in the public domain.

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

6. The Code fees for 2026 have been set at:

    a. £ 1.60 per bed space for existing Codes members externally verified
    b. The minimum fee payable is £1,200
    c. £2,000 for new applicants (for the first 12 months, only, plus relevant membership fee.

7. All Code fees are subject to annual review. All Code fees and any other payments pursuant to this declaration are stated exclusive of VAT.

8. 1/we agree and undertake to pay any applicable additional fees as follows

   a) a re-visit fee of £980 (ex VAT), plus travel expenses, per re-visit should it be deemed necessary for Unipol Student Homes (or a nominee) to undertake any re-visit to any of our developments as part of the verification procedures;

   b) a fee of £870 per development towards the costs of verification visits made to developments where a change of operational management occurs;

   c) a fee of £1,200 per development towards the costs of verification visits made to any newly-built developments and/or developments which are deemed to be late running;

   d) the National Codes will aim to give a minimum of ten working days' notice of a visit. If the visit is changed less than two working days' before the visit then a fee of £475 will be charged. The same fee will be charged if the verifier is unable to enter the property at the appointed time. Verifiers are instructed to wait at the property for one hour after the appointed time, after which the appointment is considered broken and the £450 fee will apply;

   e) any payments as may be required under Section 3 of this Code.

9. These fees will be invoiced and must be paid within 30 days.

10. Code fees will be invoiced on a single invoice per Member (unless supplementary fees are chargeable in which case a separate invoice will be raised). The invoice will detail the fees per development on a schedule. It is for individual Members to deal with how those fees are payable to Unipol but Unipol will no longer provide separate invoices per development.

11. If no payment has been received 60 days after the issuing of an invoice, this matter will be drawn to the attention of the next Audit Panel who may choose to suspend either the development or the Member involved until payment is made. The reason for suspension "non-payment of fees" will appear on the National Code website and be reported to relevant Local Authorities and MHCLG. On payment of the fees, the development or Member will be reinstated 30 days after payment has been made.

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

13. I/we wish to declare that all of our relevant developments meet with the terms and conditions of the Code and that this includes all our student developments that are eligible for membership of this Code. I/we agree to inform the National Code Administrator of any additions or deletions from our portfolio within four weeks of the changes being made.

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

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

Signed: Dated:

Name (please print):

Position:

Telephone contact number:

E-mail Address

The secretariat for the ANUK/Unipol National Code of Standards and the Consortium is based at Unipol Student Homes www.nationalcode.org.uk
Telephone 0113 243 0169 and ask for the National Code Administrator for further information or general enquiries, or email NationalCodes@unipol.org.uk

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Registered Charity No 1063492. Registered in England and Wales No. 3401440. VAT Registration No 6988454

National Codes of Standards for Large Student Developments

DECLARATION – SCHEDULE OF PROPERTIES

Name of development	Postal address	Number of bed spaces	Number of storeys	Contact information for the building (manager's name, telephone and email address and the building's website address)

Name (please print):

Position:

Contact details:

Signed:

Date:

For more than five buildings, please copy this sheet as required. Each separate sheet should be signed.


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