

TERMS AND CONDITIONS OF LICENCE AGREEMENT 2013/14 ACCOMMODATION SERVICES - BIRMINGHAM CITY UNIVERSITY

These Terms and Conditions of Licence Agreement form part of the legally binding contract and you are advised that it is in your own interest to read them.

1.0 Student obligations

Clause 1.1 Residence Fee

Advance payment

When the University makes an Offer of Accommodation, part of the Online Acceptance process requires an advance payment of £350 by credit/debit card to secure your booking. You will be asked for your card details during the acceptance process. Failure to provide payment will result in the Offer of Accommodation being withdrawn.

The advance payment is used towards your first instalment of the Residence Fee if paying in three instalments. However, this is not refundable if you cancel your Accommodation requirement unless your cancellation is made under the Consumer Protection (Distance Selling) Regulations 2000 - see Licence Agreement.

If you do not have a credit/debit card please contact a member of the Finance team but please be aware this could delay your acceptance. Email accommodationfinance@bcu.ac.uk

How to pay your Residence Fee

Payment by direct debit, either in one, three or nine instalments:

One instalment - the total amount for the duration of the Licence Agreement is paid in full by credit/debit card; the advance payment of £350 will be deducted from this payment.

Three instalments - the total amount for the duration of your Licence Agreement (minimum 40 weeks) is divided into three instalments; the advance payment of £350 will be deducted from the first instalment.

When you accept your Offer of Accommodation you will be asked to provide details of your bank account. Payment by direct debit for the three instalments will be debited from the account on the following dates:

September 2013	January 2014	April 2014
----------------	--------------	------------

Nine monthly instalments – the total amount for the duration of your Licence Agreement (minimum 40 weeks) is divided into nine instalments; the advance payment of £350 will be deducted from the first instalment (please note that these instalments will not equate to 4 weeks rent). For Licence Agreements that are less than 40 weeks (eg BSc Nursing students) the number of monthly instalments may be different. Payment by direct debit for these instalments will be debited from accounts at the end of each month; we cannot guarantee the same date each month.

Full details can be found at www.bcu.ac.uk/accommodation where you will find a PDF document called Accommodation Finance Information

Clause 1.3 Cleaning

The University's standard Licence Agreement makes you responsible for keeping your room and en-suite bathroom, where provided, clean and tidy. Students collectively are responsible for keeping communal bathrooms, kitchens and corridors within flats clean – including cookers, fridges, freezers and other equipment.

The University has rights of entry into accommodation for inspection purposes and will notify students if any cleaning needs to be done. Your room will be inspected by the Accommodation Manager to ensure that cleaning standards are being maintained usually once a term. You will be advised in advance of room visits.

The Accommodation Manager will also inspect accommodation in which the students are responsible for cleaning kitchens and bathrooms. If the standards are unacceptable you will be given a maximum of seven days' notice to rectify the situation. If you have not done the cleaning by the date specified the University may hire professional cleaners and the costs of doing so will be passed on to the students responsible for that area.

Clause 1.4 Keys

You may be charged additional rent if your keys are not returned by the end of the Period of Residence or as requested if your Licence Agreement is terminated. You may also be charged for the proper and reasonable cost of replacing the keys and locks.

Clause 1.5 Entry to Accommodation

As detailed in the Licence Agreement, the University will normally give 24 hours' notice (7 days for planned maintenance) if it intends to enter the Accommodation; this is to maintain your privacy. However, if urgent repairs are needed, in an emergency or at their discretion, the Accommodation Manager or Security staff may enter the Accommodation without notice. If this occurs, a log is kept of the entry into the Accommodation and the reason for it; a note will be left detailing this.

For avoidance of doubt an 'emergency' includes but is not limited to

- (a) suspected illness of the occupant and or welfare issues;
- (b) where the University has reasonable grounds to suspect there has been a serious breach of the Student's obligations under the Licence Agreement which affects the safety or wellbeing of the Student or other residents;
- (c) maintenance or repair emergency affecting the safety or wellbeing of the Student or other residents

In such circumstances the Student agrees he or she may be asked to leave the Accommodation for a reasonable period to allow University Accommodation or Security staff to carry out the inspection duties, service or repair.

Clause 1.6 Illegal Substances

The University Accommodation and Security Services in liaison with the Students' Union promote a culture of an 'Illegal Drugs Free Campus', following the spirit of the Crime and Disorder Act 1998 which states that all responsible authorities 'need to do all that they reasonably can to prevent crime and disorder in its area'.

Abusing drugs can have both short and long term adverse effects on students and University Policy recognises that the possession, use or dealing of any non-prescribed drug is an offence and should it occur on University property will directly breach the University Code of Conduct.

Accommodation Services is committed to taking positive action in relation to the illegal possession or use of illegal or controlled substances.

This action can include:

- the seizure of any suspected paraphernalia
- reporting the incident to the Police and/or
- sanctions under the University Disciplinary Regulations
- referring a student to a medical practitioner and/or a drugs counsellor

Clause 1.8 Damage, Repairs and Maintenance

All repairs should be reported to the Accommodation Manager within 24 hours of becoming aware of the problem. In an emergency out of office hours please contact Security staff who will be able to make the necessary arrangements for a contractor to attend if required.

checked and enforced by Security and Accommodation Services staff and any items blocking possible fire escape routes will be removed.

There are manually operated fire alarm call points located on the landing of each floor or inside the flat and they automatically sound the fire alarm when activated. Breaking the glass should only be done in the event of an actual fire. In addition, smoke detectors are fitted in bedrooms and corridors and are linked to the fire alarms. These detectors are very sensitive and can be activated by steam, aerosols and hair styling appliances as well as smoke. Under no circumstance should these be covered or removed.

Fire alarm sounders are located in bedrooms and the corridor of every flat and provide early warning of fire alarm activation. Under no circumstances should these be covered to reduce the noise.

On hearing the sound of fire alarm bells you must vacate the building at once.

Emergency fire fighting and other fire prevention equipment is provided for the safety of everyone. Deliberate misuse of such equipment constitutes a criminal offence and could result in a £80 Fixed Penalty Notice or a prison sentence.

The equipment is serviced on a regular basis. However, if you discover an empty fire extinguisher or faulty or missing equipment please report it immediately to the Accommodation Manager or Security.

Fire extinguishers are provided in the kitchens and on the escape routes. These should only be used if you know how to use one and only on small fires, such as those confined to a waste paper bin. Under no circumstances should you put yourself in danger. If in doubt leave it.

Fire blankets are provided in the kitchens and could be used to smother a small fire. Under no circumstances should you put yourself in danger. If in doubt leave it.

Door closers are fitted to bedroom, kitchen, flat and landing doors. Do not prop these doors open as they are fire doors and are designed to hold back a fire for 30 – 60 minutes, giving you time to evacuate safely.

Fire exits signs are provided to ensure you know how to get out of the building. These should not be covered, removed or defaced.

Fire notices, including fire instructions on bedroom doors, evacuation notices on landings, 'fire door keep shut' stickers, smoke detector and fire extinguisher notices and 'keep corridor clear' notices all provide information to keep you safe; they should not be covered, removed or defaced.

All of the above items are checked regularly to ensure they are in working order and have not been tampered with. If you find something has been used or damaged, please report it to the Accommodation Manager or Security immediately.

To comply with legislation, full fire evacuation drills are carried out each term.

Clause 1.14 Electrical Equipment

All portable electrical appliances must be electrically safe and you must be able to provide a certificate to confirm the items have been tested and passed as safe to use. As part of the University policy, PAT testing will be carried out free of charge during Fresher's Week. This service is provided for each Hall of Residence and you will be notified of the date for your appliances to be tested.

Ideally, electrical equipment should be tested before it is brought into the Halls of Residence. This is particularly important if an item is from outside the UK due to voltage differences. Electrical equipment can be dangerous. Unauthorised repairs to communal equipment or modifications to electrical wiring must not be carried out. Radios, stereos, hairdryers and shavers, computers, televisions and DVD players/recorders are permitted but no other electrical appliances may be used in the Accommodation. You are not permitted to bring large electrical appliances, which includes but is not limited to fridges, freezers or washing machines, heating appliances or mini fridges into the Halls of Residence.

The University will confiscate any electrical appliances that are deemed unsafe or are not permitted, as detailed above. These items will be returned at the end of the Period of Residence.

Clause 1.14 Health and Safety

While living in Halls of Residence you should maintain an attitude of vigilance towards potential health risks e.g. be aware of symptoms associated with serious illness or disease, and communicate any concerns regarding the wellbeing of other Students to staff without delay.

Clause 1.14 Litter Clearance

The grounds of the Halls of Residence are tidied on a regular basis and should be kept free from litter and rubbish. You are expected to keep the grounds clean and tidy and to not leave any kind of litter or rubbish. All litter must be taken to the bins. It is unacceptable to dispose of any rubbish out of windows and any student found to be doing this could face disciplinary action. For further details of policies regarding litter clearance and the environment please see your Accommodation Manager.

Clause 1.15 Smoking policy

Students are not allowed to smoke in any University building, including the Halls of Residence, or external designated non-smoking areas. Students found smoking in Halls of Residence will be in breach of the terms set out in their Licence Agreement and could face disciplinary action. Hookahs/Bongs/Shisha Pipes are not permitted and will be confiscated if discovered in the Halls of Residence.

Clause 1.16 Firearms/Offensive Weapons

The presence, possession, ownership or keeping of any firearms or shot guns, including air pistols and air rifles, spring loaded guns, laser pointers, pyrotechnics (fireworks, flares etc.) or any other weapon including catapults, knives and replica guns, archery equipment, fencing foils or other swords, or any offensive weapon, or part or parts of any weapon, firearm or air gun, or any bullet, pellet or other projectile which can be discharged from any of the aforementioned weapons, is strictly prohibited in all University owned or let Halls of Residence, grounds or car parks, any University Campus, and any other building owned or occupied by the University, unless prior written permission has been obtained from the Director of Campus Management & Services and the Assistant Director of Campus Management & Services (Security Services). This also includes any firearms owned or possessed by virtue of a Firearm or Shot Gun certificate and any lock fast gun cabinet. Whether or not an item is deemed to be a gun or other weapon is at the discretion of a member of University staff.

Clause 1.21 Visitors

No more than two visitors are allowed between 08.00 and 01.00. You are responsible for the conduct of visitors, and if visitors are causing a nuisance to others, or if we cannot establish that they are a guest of a resident or have legitimate business in the Halls of Residence, they must leave if asked to do so by a member of staff or Security. Students should remain with their visitors at all times. Unaccompanied visitors will be requested to leave the Halls of Residence campus.

You are welcome to have one friend or family member stay overnight (any period between 01.00 and 08:00) but for safety reasons we must be informed of any guest staying overnight. Guests must be registered in advance by filling in the form at the Accommodation office on site at least 48 hours before the visit. Weekend stays must be authorised by Thursday noon. University regulations limit the number of nights any one guest may stay to three nights in any seven-day period. A separate overnight policy for under 18's is in operation. Please note that guests will not be allowed to keep a car on site.

Clause 1.22 Noise

The primary objective of Halls of Residence is to provide accommodation in which students can pursue their academic studies and sleep undisturbed by the behaviour of others. You or your visitors must not cause disturbance to others in any way, including excessive noise. In particular, audio equipment must not be played with a high bass level or at a volume that will cause nuisance to others. If sound is audible outside your room, at any time but particularly during the night, you will be requested to remove the equipment. The Licence Agreement allows the University to confiscate any item which is a nuisance if you do not do so yourself.

Ball games and other noisy, reckless activities are forbidden throughout the Halls of Residence and in the immediate surrounding areas.

Students living in University accommodation are not allowed to have more than two visitors (only one overnight) at any time and therefore parties are not permitted.

Clause 1.22 Accommodation Services Acceptable Behaviour Statement

Accommodation Services endeavour to treat their customers with respect and courtesy, therefore expecting that, in return, customers treat us in an equally fair manner.

The following behaviour is deemed to be inappropriate and may result in the person exhibiting the behaviour being asked to leave the office. Alternatively, it would also provide a member of staff the right to terminate any conversation, or leave any student house/flat/room where an interview was taking place. It may also lead to disciplinary procedures being invoked and the Police or Security being called, if appropriate:

- shouting or an excessively raised voice
- swearing
- intimidating gestures, finger waving, shaking fist, banging hand on reception counter
- insulting staff or any other visitor
- any form of violence
- refusal to respond to a request e.g. to wait a reasonable time
- any behaviour which threatens or upsets
- any form of unacceptable written matter to or concerning staff

We trust that you appreciate that our staff work hard on your behalf, and that you will therefore refrain from any of the above. This will ensure we can focus our attention on assisting you.

Clause 1.22 Good Neighbour Policy

In addition to the good behaviour being expected to Birmingham City University staff and their representatives, good behaviour is also expected towards neighbours of all the University accommodation. You are expected to be considerate at all times, and show respect to others and their properties.

Clause 1.24 Pets

We regret that pets and other animals are not permitted within halls of residence, unless required by a person with a disability

2.0 Universities Obligations

Clause 2.5 Code of Practice

Under the 2004 Housing Act, all Birmingham City University accommodation complies with the Universities UK Code of Practice for University managed student accommodation. If you have any complaints about Birmingham City University's compliance with the Code, you can contact your Accommodation Manager, the Director of Campus Management and Services and the Office of the Independent Adjudicator or the Universities UK Management Committee. For further details of the Code of Practice and its impact on University accommodation, visit www.thesac.org.uk/

4.0 Termination of this Contract

Clause 4.3(c) Health

The University's Licence Agreement may be terminated if a Student's health or behaviour presents a serious risk to themselves or to other people. The University will usually try to find students alternative accommodation once they have recovered.

Clause 4.9(b) Transfer Fee

Requests for room transfers within University accommodation will be considered on their individual merits and are dependent on the availability of rooms. A fee of £50 may be charged. Transfer requests will not usually be considered until all students have been allocated rooms at the start of term.