

TERMS AND CONDITIONS OF LICENCE AGREEMENT 2017/2018 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 together with the Finance Information which gives full details on the financial aspects of your accommodation. Terms defined in the Licence Agreement shall have the same meaning in this document unless otherwise stated.

1.0 Student obligations

Clause 1.1 Advance Payment

Advance payment

When the University makes an offer of accommodation to either University Locks, (Oscott Gardens) City North Student Village or City South Campus, part of the acceptance procedure requires an advance payment of £350 by credit/debit card. You will be asked for your card details during the acceptance process. Failure to provide this payment will result in the offer of accommodation being withdrawn.

The advance payment or residence fees, or both may be paid by a third party (for example by a parent or guardian).

The advance payment will be deducted from the total residence fee. However, this payment is not refundable if you cancel your accommodation unless your cancellation is made within seven working days beginning on the day after the date that the Contract becomes binding in accordance with Clause 6.5 of the Licence Agreement.

If you do not have a credit/debit card then contact a member of the Finance Team. Please be aware that this may delay your acceptance significantly. In those circumstances please email:

accommodationfinance@bcu.ac.uk

Clause 1.1 Residence Fee

How to pay your Residence Fee

Residence fees should be made in full or three instalments, monthly payments may be available on request.

Three instalments

The total amount for the duration of your Licence Agreement (minimum 40 weeks) is the Residence Fee. The Advance Payment of £350 will be deducted from the total Residence Fee, with the balance divided into three equal instalments.

Payment of the three instalments will be due on the "Payment Dates" as set out in the Accommodation Finance Information. Full details can be found at www.bcu.ac.uk/accommodation where you will find a PDF document called Accommodation Finance Information.

If any Student remains in default of the payment terms (specified in the Licence Agreement and the Terms and Conditions) after all recovery attempts have failed to produce a payment, the University reserves the right to terminate the Contract as per clause 5 of the Licence Agreement.

Clause 1.3 Cleaning

The 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. Save where expressly stated in the Licence Agreement or these Terms and Conditions (for example in the case of emergency) 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 cleaned to an acceptable standard 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. No notice will be given in advance of communal area visits.

Clause 1.4 Keys

You may be charged an additional fee 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 i.e. your room; this is to maintain your privacy. However, if urgent repairs are needed, in an emergency or at their discretion, Accommodation, Security or maintenance 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 or these Terms and Conditions 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 Accommodation, Security or maintenance 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 is extremely dangerous and it can have both short and long term adverse effects on students. 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. The Policy also refers to the possession, use and supply of psychoactive substances (psychoactive substances are substances that, when taken in or administered into one's system, affect mental processes, e.g. cognition or affect).

Full details can be found at www.bcu.ac.uk/accommodation where you will find a PDF document called Student drugs and substance misuse policy.

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

- the issue of a breach of licence (BOL) which may lead to eviction
- reporting the incident to the Police
- sanctions under the University Disciplinary Regulations and/or
- 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. Failure to report the need for a repair or damage which leads to further damage or repairs required may result in the cost of rectification being passed on to you.

The University has rights of entry into accommodation for inspections, maintenance or repair purposes, and will endeavour to notify students in advance if any repair or maintenance is scheduled. However, no notice will be given in an emergency or if you have reported the repair requirement yourself.

If maintenance staff are not able to gain access to the Accommodation in response to a repair reported by a Student the University reserves the right to pass on to the Student any charges they make for wasted call-out.

Clause 1.8 Pest Control

In the event of a pest sighting please notify the Accommodation office as soon as possible. A pest could be any of the following: ants, bees, wasps, mice or rats. This will enable the University to contact a specialised contractor to respond within 24 hours (Monday- Friday)

Clause 1.10 Outstanding Debts

If, for any reason, you find you do not have funds to cover the full value of the payment, please contact a member of the Accommodation Finance team for details on what support you could access and or what steps will be taken for recovery of outstanding debt/s.

The Finance Team can be contacted on the following numbers:

+ 44(0)121 331 6785 +44(0)121 331 5189 or you can email accommodationfinance@bcu.ac.uk

Students are advised that the University will seek to recover any unpaid fees and reserves the right to consider recovery options available. This may include legal proceedings. If fees remain unpaid the debt may be referred to a debt collection agent to instigate legal proceedings on behalf of the University. Please note that this may have serious consequences on your ability to obtain credit in the future and may result in additional costs being incurred which will be payable in addition to the fees overdue.

Clause 1.11 & 1.12 Damage to Property

There is no damage deposit scheme operational at Birmingham City University accommodation. However, any damage to University accommodation is treated very seriously. If damage occurs in the Accommodation, the Accommodation Manager will identify the student responsible and they will receive an official Birmingham City University invoice for the full cost. If damage occurs in the Common Parts, the person or persons responsible, once identified, will be charged and an official Birmingham City University invoice will be raised to cover the total cost. If it is not possible to establish, after reasonable enquiries have been made, who is responsible for the damage, then the cost may, where appropriate, be divided between all the students living in that area.

Clause 1.14 Fire Procedures

A copy of the fire regulations are displayed in each bedroom. You must not use candles, joss sticks, oil lamps or other such items within the Halls of Residence and you are not permitted to heat wax or deep fat fry in open pans; these items will be confiscated if found. Subject to the requirements on testing of electrical equipment contained in this clause, electric deep fat fryers are permitted in the kitchens.

You must never leave cooking unattended.

You need to ensure you are familiar with the designated fire assembly points.

It is essential that flammable materials, such as turpentine and white spirit, are not brought into the Halls of Residence as they emit vapours and a spark could lead to a major fire. Large quantities of aerosols and nitrous oxide canisters are also not permitted.

Any type of electrical equipment needs to be tested before it is bought into the Halls of Residence. This is particularly important if an item is from outside the UK due to voltage differences. Please do not use this equipment before having it tested.

Due to fire regulations, students must not bring their own furnishings or curtains. Foam covered bedding material and furnishings and inflatable furniture pose a particular risk and all students are prohibited from bringing any of those items into the Halls of Residence.

Students are permitted to use battery operated fairy lights only. Lights should not be draped over flammable materials such as paper and soft furnishings.

It is essential that no items are left in stairwells or corridors that could block a fire escape route. In particular, bicycles and similar objects are not permitted inside the Halls of Residence. This is regularly 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, heat detectors are fitted in all kitchens and 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 at City North Student Village (Oscott Gardens) and City South Campus.

University Locks has a stay put fire strategy, this means that if the fire alarm activates in your Accommodation or Common Parts, whether in a flat, kitchen or communal area you must evacuate to a place of safety. (Designated assembly point)

If you hear a fire alarm in another flat and the fire incident is not affecting your Accommodation, you are perfectly safe to stay within your Accommodation.

If you need to evacuate, when arriving at your designated assembly point please report to a member of staff and pass any relevant information to them on the fire itself, or if anyone has failed to evacuate.

Residents should only return to their flat on instructions from site manager or fire and rescue service.

Emergency firefighting 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 fire prevention 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 (University Owned Halls only) 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' signs, 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 in September. 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, music systems, 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.

If necessary, the University will confiscate any electrical appliances that are deemed unsafe or are not permitted, as detailed above. The University will endeavour to return these items 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. It is expected that students will take appropriate precautions and, if required, medication to prevent the spread of diseases.

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

Under the University's Smoke Free Policy students are not allowed to smoke in any University building, including the Halls of Residence, or external designated non-smoking areas (within 5m of buildings). 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. The Policy covers all types of burnt and smoked products including tobacco, e-cigarettes, vaping and non-tobacco cigarette products.

Full details can be found at www.bcu.ac.uk/accommodation where you will find a PDF document called smoke free policy.

Hookahs/Bongs/Shisha Pipes are also not permitted and will be confiscated if discovered in the Halls of Residence. The University will endeavour to return these items at the end of the Period 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 1.22 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 or from within the Common Parts, 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/gatherings are not permitted.

Clause 1.22 Accommodation Services Acceptable Behaviour Statement

Accommodation Services' staff endeavours to treat our 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 to be 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 result in the issue of a breach or licence as well as the University Student Disciplinary Procedure being invoked, and the Police or Security being called if appropriate and it being reported to your Faculty:

- shouting or excessively raised voice

- swearing
- intimidating gestures and/or aggressive behaviour including 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 amount of time
- any behaviour which threatens or upsets
- any form of unacceptable written matter to or concerning staff

We trust that you will appreciate that our staff work hard upon students' behalf and you will refrain from any of the above. This will ensure that we can give our attention to assisting you.

It is also expected that students will behave in an acceptable manner towards other students. The behaviour detailed above and below is deemed to be inappropriate and may result in the student exhibiting the behaviour being subject to a breach of licence as well as the University's Student Disciplinary Procedure being invoked, and the Police or Security being called if appropriate and it being reported to your Faculty:

- Bullying or cyber-bullying – face-to-face, in writing, on social media, texts messages
- Offensive remarks or name-calling
- Silent treatment or ganging-up

Refraining from any of the above should provide an environment in which all students can live harmoniously together in order to pursue their academic studies.

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 and other students. You are expected to be considerate at all times, and show respect to others and their properties.

Clause 1,23 Penalty Charges

Occasionally students and their visitors put the health, safety and security of themselves and others at risk by their anti-social behaviour. Offences will generally fall into two categories, anti-social or inappropriate behaviour and incidents regarding fire safety/prevention. A list of types of behaviour which are considered unacceptable and the associated penalty charges will be provided on arrival.

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. In such circumstances the University will make reasonable adjustments to accommodate such requirements. Consent to keep an animal within the Halls of Residence or on the Halls of Residence Campus must be obtained from Student Affairs and Accommodation Services. Consent must be obtained before the arrival of the animal. Consent should be requested at the time of application by contacting Student Affairs and Accommodation Services (and providing any relevant details and evidence to allow such request to be considered).

2.0 University's Obligations

Clause 2.5 Student Accommodation Code

Under the 2004 Housing Act, all Birmingham City University accommodation complies with the Universities UK Student Accommodation Code 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 Estates and Facilities and the Office of the Independent Adjudicator or the Universities UK Management Committee. For further details of the Student Accommodation Code and its impact on University accommodation, visit www.thesac.org.uk/

3.0 Relocation

Clause 3.1 Relocation

The University reserves the right to relocate a student to alternative University accommodation if it believes it is in the best interests of the student or other students within the accommodation on grounds of health, safety or wellbeing.

4.0 Other Conditions

Clause 4.1 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 Accommodation or Security staff. Students should remain with their visitors at all times. Unaccompanied visitors will be requested to leave the Halls of Residence campus.

It is not intended that your visitors spend long periods in the Accommodation or persistently use any of the facilities and/or services.

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 Overnight Visitor 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.

Please note that students from other rooms/flats/halls are classed as visitors and should abide by these rules

Clause 4.16 Period of Residence

Students should vacate their Accommodation and return the keys to the site Accommodation office no later than 10:00 on the last date of the Contract. Keys may be returned sooner if the Student decides to vacate the Accommodation earlier than this date however the Student will still remain liable for the full Residence Fee.

5.0 Termination of this Contract

Clause 5.3(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. Where appropriate, the University will endeavour to find students alternative accommodation once they have recovered.

Clause 5.5(b) Replacement Student

In accordance with the Data Protection Act we are unable to discuss the reasons why the University does not accept the replacement student with the student that has proposed them. It should be noted that the replacement student needs to be suitable for the specific flat, for example, it is not appropriate to allocate a female student to an all-male flat, and vice versa.

Clause 5.7 Liability

If you decide to move out of your Accommodation but remain on a course of study then, unless you find a suitable replacement student for the remainder of the contract (and save where exceptional circumstances apply), you will still remain liable for the Residence Fee until the end of the Period of Residence i.e. the end date of the contract.

Clause 5.9(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. Transfers for students in debt to the University will not usually be considered. Decisions will be made on a case-by-case basis.