

## **TERMS AND CONDITIONS OF LICENCE AGREEMENT 2021/2022 ACCOMMODATION SERVICES - BIRMINGHAM CITY UNIVERSITY**

These Terms and Conditions of Licence Agreement form part of the legally binding contract and you are advised to read them together with the Accommodation Offer and 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. The references to Clauses below are to the Clauses in the Licence Agreement.

### **1.0 Student obligations**

#### **Clause 1.1 Advance Payment**

When the University makes an offer of accommodation to you for University Locks, part of the acceptance procedure requires an advance payment of £150 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 Failure to provide this payment will result in the offer of accommodation being withdrawn.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).

Please note that the advance payment will be deducted from Instalment One of the Residence Fee. The advance payment is not a deposit payment and will not be returned to you at the end of your Period of Residence.

If you do not have a credit/debit card then contact a member of the Accommodation Services Team. Please be aware that this may delay your acceptance significantly. In those circumstances please email: [accommodation@bcu.ac.uk](mailto:accommodation@bcu.ac.uk)

#### **Clause 1.4 Cleaning**

The Licence Agreement makes you responsible for keeping your Accommodation, clean and tidy. Students collectively are responsible for keeping the Common Parts including 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 Services Team 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 of Licence (for example in the case of emergency) you will be advised 7 days in advance of room inspections.

The Accommodation Services Team will also inspect accommodation in which the students are responsible for cleaning kitchens and shared bathrooms. If the standards are unacceptable you will be given a maximum of 7 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 inspections.

#### **Clause 1.5 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. The charge will be based on the cost of replacing the keys, and if necessary, locks.

#### **Clause 1.6 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, a staff member of the University,

Accommodation Services Team, or any Sub-Contractors may enter the Accommodation without notice. For avoidance of doubt an 'emergency' includes but is not limited to:

- (a) suspected illness of the Student 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 of Licence 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 a staff member of the University, Accommodation Services Team, or any Sub-Contractors to carry out the inspection duties, service or repair.

### **Clause 1.7 Illegal Substances**

The University Accommodation Services Team 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 it will directly breach the University Disciplinary Policy, the Student Drugs & Substance Misuse Policy and the Licence Agreement. The policies also refer 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/student-info/accommodation/halls/university-locks](http://www.bcu.ac.uk/student-info/accommodation/halls/university-locks) where you will find a PDF document called Student Drugs and Substance Misuse Policy.

The University and the Accommodation Services Team 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
- referral under the University Disciplinary Regulations
- referral under the University's Fitness to Practise/Study procedure and/or
- referring a student to a medical practitioner and/or a drugs counsellor

### **Clause 1.11 Damage, Repairs and Maintenance**

All repairs should be reported, via email to [unilocks@bcu.ac.uk](mailto:unilocks@bcu.ac.uk), within 24 hours of becoming aware of the problem. In an emergency out of office hours please contact security staff on 0121 331 5359 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 Halls of Residence and 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 1.11 Pest Control**

In the event of a pest sighting please notify the University Locks reception as soon as possible. This will enable the University to contact a specialised contractor to respond (Monday- Friday).

### **Clause 1.13 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 Services Team for details on what support you could access and or what steps will be taken for recovery of outstanding debt/s.

Accommodation Services Team can be contacted on the following numbers:

+ 44(0)121 331 6785            +44(0)121 331 5189   or you can email [accommodation@bcu.ac.uk](mailto:accommodation@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.

### **Clauses 1.14 & 1.15 Damage to Property**

There is no damage deposit scheme operational at University Locks. 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 a 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 a 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 1.17 Fire Procedures**

A copy of the buildings fire procedure is 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.

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. Quantities of aerosols are also not permitted.

Any type of electrical equipment needs to 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. Please do not use this equipment before having it tested.

Due to fire safety legislation 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.

You must not put anything directly on the heaters or very close by.

Please ensure that irons, chargers and hair appliances are turned off immediately after use. Only use chargers supplied with your mobile phone.

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

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 except, designated bicycle storage. This is regularly checked and enforced by security and the Accommodation Services Team 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 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.

Emergency firefighting and other fire prevention equipment is provided for the safety of everyone. Deliberate misuse of such equipment constitutes a criminal offence.

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 on the escape routes. These should only be used if you know how to use one and only on small fires. 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 a defined period, 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.

### **IMPORTANT: Evacuation information**

University Locks is designed to ensure that should a fire occur within the building, it is contained within its place of origin for a sufficient period of time, allowing the buildings' comprehensive active fire protection measures to take effect, thus ensuring that safe evacuation can be achieved. This means that you may not be required to immediately evacuate should the fire alarm activate in another part of the building which does not affect your location.

Should you hear or see a reason for the fire alarm activation within your Accommodation or Common Parts, whether it is in your bedroom, kitchen/lounge or flat corridor you must evacuate, ensure the alarm is raised and make your way to the designated assembly point. Once 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 accommodation on instruction from the Accommodation Services Team, security or Fire and Rescue Service.

## **Clause 1.17 Electrical Equipment**

### **Electrical safety**

Electrical appliances which are brought into the Halls of Residence by students must be electrically safe and of sound design. They should carry an ASTA/BEAB kite mark or an equivalent European safety conformity marking. Appliances, cables and plugs that are damaged **MUST NOT BE USED**.

Please only use bar extension leads and not block ones. Do not plug multiple extension leads together and ensure that cables do not trail across the floor and/or furniture.

The University reserves the right to enter any room at any time to investigate or repair an electrical fault and to remove and/or confiscate electrical goods if it is believed to constitute a fire or other health and safety hazard. The University will endeavour to return these items at the end of the Period of Residence.

### **University-owned electrical appliances and equipment**

These are tested regularly and labelled as safe. You must not tamper with them in any way and must report any damaged or faulty appliances to University Locks reception or security immediately.

### **Personal electrical appliances and equipment with plugs**

Appliances and equipment brought onto University premises should show no signs of cracks or overheating. Wires inside should be connected correctly and be screwed down tightly and the right size fuse should be in place. The cable between the plugs and appliances should be free of damage and the coloured wires inside should not be visible.

If you arrive without the appropriate plugs fitted to your appliances, they may be purchased from nearby shops. All plugs must be fitted by a competent person who has experience of this and Portable Appliance Testing (PAT).

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 at University Locks 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.

Full details can be found at [www.bcu.ac.uk/student-info/accommodation/halls/university-locks](http://www.bcu.ac.uk/student-info/accommodation/halls/university-locks) where you will find a PDF document called Portable Appliance Testing Procedure.

## **International appliances**

The electrical supply voltage or “mains” is supplied in the United Kingdom at 230 Volts.

Connection to the mains is via the traditional BS1363 13 amp 3 pin plug.

Some countries including America, France and Japan have voltage supplies in the range of 110-120 volts and utilise 2 pin plugs. Electrical appliances and equipment intended to be brought from these regions cannot be used in the UK. However many EEC countries do have voltage supplies similar to the UK. Please check suitability of ALL your personal appliances.

## **Clause 1.17 Health and Safety**

While living at University Locks 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. Students are advised to take appropriate precautions and, if required, medication to prevent the spread of diseases. Students are required to act in accordance with any government public health advice or regulations and health and safety legislation. Further information is available at:

[www.bcu.ac.uk/student-info/student-affairs/enablement-and-wellbeing/healthcare](http://www.bcu.ac.uk/student-info/student-affairs/enablement-and-wellbeing/healthcare)

## **Clause 1.17 Litter Clearance**

The grounds of University Locks 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 1.18 Visitors**

Students are required to comply with signing in/out requirements for all visitors to University Locks.

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 visitor of a resident or have legitimate business at University Locks, they must leave if asked to do so by University or security staff. You should remain with your visitors at all times as unaccompanied visitors will be requested to leave University Locks. You must not give visitors key/fobs to gain access to University Locks. Please note that if you do, or if your visitors do not comply with the terms of your contract, you could face disciplinary action and/or eviction from your Accommodation.

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

No more than two visitors are allowed between 08.00 and 01.00. 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 visitor staying overnight. Visitors must be registered in advance by emailing [overnightvisitor@bcu.ac.uk](mailto:overnightvisitor@bcu.ac.uk) at least 48 hours' before the visit. Weekend stays must be authorised by midday Thursday. University regulations limit the number of nights any one guest may stay to three nights in any 7 day period and you are only permitted a maximum of two overnight visitors per month. A separate overnight policy for under 18's is in operation. Visitors 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 1.19 Smoking policy**

Under the University's Smoke Free Arrangements 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 and/or eviction. The arrangements cover all types of burnt and smoked products including tobacco, e-cigarettes, vaping and non-tobacco cigarette products.

Hookahs/bongs/shisha pipes are also not permitted and will be confiscated if discovered in University Locks. The University will endeavour to return these items at the end of the Period of Residence.

### **Clause 1.20 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 devices, 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 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 Assistant Director of Estates and Facilities (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. Further information is available at:

[www.bcu.ac.uk/student-info/accommodation/halls/university-locks](http://www.bcu.ac.uk/student-info/accommodation/halls/university-locks)

### **Clause 1.26 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 from 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.

Practice pods are available at University Locks for Royal Birmingham Conservatoire students to book for instrument/vocal practice.

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 1.26 Accommodation Services Acceptable Behaviour Statement**

The Accommodation Services Team endeavour to treat our students with respect and courtesy, therefore expecting, that in return, students treat us in an equally fair manner.

The following non-exhaustive list of 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 Student's Accommodation Contract being terminated as well as the University Student Disciplinary Procedure being invoked, 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 relevant University regulations (such as the Student Disciplinary Procedure) being invoked, 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  
<http://cdn.bcu.ac.uk/docs/social-media/BCUSocialMediaGuidanceforStudents.pdf>
- 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 1.26 Good Neighbour Policy**

In addition to the good behaviour being expected to 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 property.

### **Clause 1.29 Pets**

We regret that pets and other animals are not permitted at University Locks, 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 at University Locks or on the Halls of Residence must be obtained from disability services and Accommodation Services Team. Consent must be obtained before the arrival of the animal. Consent should be requested at the time of application by contacting Disability Services and Accommodation Services (and providing any relevant details and evidence to allow such request to be considered).

Assistance animals will only be considered if a body accredited by and registered with Assistance Dogs (UK) trained them. Requests for small, caged, emotional support animals may be considered depending on the availability of suitable accommodation.

## **2.0 University's Obligations**

### **Clause 2.5 Student Accommodation Code**

Under the 2004 Housing Act, all University managed accommodation complies with the Universities UK Student Accommodation Code for University Managed Student Accommodation. If you have any complaints about the University's compliance with the Code, you can contact your Accommodation Manager, Operations Manager, Assistant Director of Estates and Facilities (Commercial Services), 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/](http://www.thesac.org.uk/)

### **3.0 Relocation**

#### **Clause 3.2 Relocation**

The University reserves the right to relocate a student to alternative 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 or due to any order of the government or competent authority.

#### **Clause 3.4 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 transfer 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.

### **4.0 Other Conditions**

#### **Clause 4.8 Period of Residence**

Students should vacate their Accommodation and return the keys to the site Accommodation office no later than 10:00am 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 5.3b Replacement Student**

In accordance with Data Protection Laws we are unable to discuss the reasons why the University does not accept the proposed replacement student with the student that has put them forward. This decision lies within the absolute discretion of the University. It should also 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.