TERMS AND CONDITIONS OF LICENCE AGREEMENT 2026/27
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 1.4 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 hobs, ovens, 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, and cleaning rotas are available on request. 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 will 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.

No notice being necessary where the need for repair was reported by the Student or a member of staff or where access is required to complete a repair

However, if urgent repairs are needed, in an emergency or at their discretion, a staff member of the University or any Sub-Contractors or any member of emergency services 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
(d) fire alarm activations

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 here 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 to the University Mental Health and Wellbeing Team
- 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 damage, repairs and maintenance can be reported, using the on-site QR code or via email to 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. 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, following a flat or room inspection or if you have reported the repair requirement yourself or identified by a member of staff.

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 University Locks Team for details on what support you could access and or what steps will be taken for recovery of outstanding debt/s.

University Locks Team can be contacted using the following details:

+ 44(0)121 331 5359 or you can email unilocks@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 will be referred to the Collections Team 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 fire action notice is displayed on the back of each bedroom door. You must ensure you are aware of the nearest fire escape route and the designated fire assembly point.

You **must not** use candles, joss sticks, oil lamps or other such items, for example anything that emits vapours or smoke, 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, air fryers are permitted in the kitchens.

The University reserves the right to enter any room at any time to remove and/or confiscate any banned item 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.

You must **never** leave cooking unattended.

It is essential that flammable materials, such as petrol, 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 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.

E Scooters and E Bikes are not permitted in University Locks.

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

You must not put anything directly on the heaters, including radiator airers, or very close by. Heated airers are not permitted.

Please ensure that irons, chargers, and hair appliances are turned off and the plug removed from the socket immediately after use. Only use chargers supplied with your device.

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 University Locks 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 and provide early warning of a fire alarm activation. These detectors are very sensitive and can be activated by steam, aerosols, and hair styling appliances as well as smoke. **Under no circumstance should detectors be covered, removed, or tampered with.**

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. Do not put anything over the door, for example hooks and over door hangers, as these can cause damage to the smoke seals.

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 action notices on the back of 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. If the alarm sounds where you are located, you must evacuate the building immediately and go to the designated assembly point.

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. Ad hoc testing can also be carried out for any students arriving after September or for additional appliances brought to University Locks after the initial testing period. Students should contact the Accommodation Manager to arrange this.

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. Music systems, hairdryers/straighteners and shavers, computers, televisions, and games consoles 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 here 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, Safety and Wellbeing
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 here

The University provides mental health and wellbeing services, details of which can be found here

Banned Items;

- E-scooters and E-bikes
- Block adaptors
- Firearm and offensive weapons, including toys which may look like the real thing
- Heating appliances, including fan heaters and electric airers

- Candles, joss sticks, oil lamps or similar devices, including ornamental items, sage burners
- Shishas, hookas, bongs
- Flammable materials, including foam bedding and inflatable furniture
- Electric blankets
- Large electrical items, including refrigeration equipment
- Furniture and curtains
- Chip pans or any pans with large quantities of oil
- All cooking equipment in bedrooms, including kettles, toasters and rice cookers
- Pets, including goldfish, unless they are an aid for a disabled student and prior permission has been granted
- Illegal substances, including psychoactive substances, smoking and vaping
- Fireworks, including sparklers, real or imitation firearms and offensive weapons
- Overdoor hooks/hangers
- LED strip lights and plug in fairy lights

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.

Clause 1.18 Visitors
Students are required to comply with signing in/out requirements for all visitors to University Locks, which includes provision of identification of both the student and the visitor.

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 be banned from having visitors, face disciplinary action and/or eviction from your Accommodation. We reserve the right to ban visitors from University Locks.

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

During the day (08:00 – 01:00) you may have up to two visitors at a time. You may also have one visitor stay overnight (01:00 – 08:00), but for safety reason you must request this at least 48 hours in advance by emailing the details to overnightvisitor.unilocks@bcu.ac.uk . Please note this mailbox is only monitored during office hours and therefore requests for weekends must be received no later than midday Thursday. You will receive an email confirming if the request has been accepted or declined, which you will be required to show when your visitor arrives. You are allowed two overnight visitors per month, and they will be able to stay for a maximum of 3 nights on each occasion. There must be a minimum of 7 nights between each visit.

A separate overnight visitor policy for under 18s is in operation and can be found here

Visitors will not be able to keep a vehicle on site.

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

Clause 1.19 Smoke Free 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
Birmingham City University is committed to providing a safe working environment for all staff and students along with safe and secure residency. To emphasize this, the University promotes a "No Weapons" policy throughout its campuses. This includes all University owned or let residencies, grounds or car parks, and any other building owned or occupied by the University.

The presence, possession, ownership or keeping of any firearms or shot guns (or parts of), real or imitation, including air pistols, air rifles and spring loaded guns (or parts of), laser pointers, pyrotechnics (fireworks, flares etc.), catapults, archery equipment (e.g. crossbow), sword or dagger, any offensive weapon (as defined by law), bullet, pellet or other projectile intended to be ejected or fired from any of the aforementioned items is strictly prohibited across all University owned, let or used property and land.
Further information is available here

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. 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 location. Alternatively, it would also provide a member of staff the right to terminate any conversation. 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;
- abusive language;
- 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 Offensive remarks or name-calling – Social Media Policy
- Silent treatment
- Gaslighting

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. Video and audio body cameras are in use by Security Officers at University Locks to obtain and secure evidence for investigation purposes. Please click to view the Community Agreement.

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 must be obtained from Disability Services and Accommodation Services Team. Consent should be requested at the time of application by contacting Accommodation Services (and providing any relevant details and evidence to allow such request to be considered). Consent must be obtained before the arrival of the animal.

Assistance animals will only be considered if evidence of suitable and sufficient training can be provided. Requests for small, caged, emotional support animals may be considered depending on the availability of suitable accommodation.

2.0 University's Obligations

Clause 2.4 Student Accommodation Code
The Student Accommodation Code has been developed by Universities UK and GuildHE to make sure you get the best out of your time living in university accommodation. It protects your rights to a safe, good quality place to live. It outlines everything you should expect from your university accommodation as well as your responsibilities as a tenant. This includes the following 6 key areas:

- A healthy, safe environment
- Timely repairs and maintenance
- A clean, pleasant, sustainable living environment
- A formal, contractual relationship with your landlord
- Access to health and wellbeing services
- A living environment free from anti-social behaviour

If you have any complaints about the University's compliance with the Code, you can contact your Accommodation Manager, Operations Manager, Associate 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 SAC

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 £25 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 University Locks reception 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.