

# UNIVERSITY OF BIRMINGHAM

## HOSPITALITY & ACCOMMODATION SERVICES

### ONLINE CONTRACT TERMS & CONDITIONS FOR UNIVERSITY ACCOMMODATION 2019 ACADEMIC YEAR

Please note that the Accommodation will NOT be secured for you until you have accepted your offer and paid the minimum £550 Advance Rent Payment through the online system.

**N. B.** Your contract for University accommodation is a legally binding agreement. Please read it carefully and if you require clarification on any point, please contact Living (Accommodation Services) on +44 (0)121 414 8000 or [living@contacts.bham.ac.uk](mailto:living@contacts.bham.ac.uk)



## **Contract for University Accommodation**

To be made between You and the University of Birmingham

Please note that the University's offer of accommodation is made on condition that you have, or will have at the beginning of the Accommodation Period, registered as a student at the University of Birmingham and remain its registered student throughout the Accommodation Period.

### **A. DEFINITIONS**

The Accommodation means the study bedroom and shared corridors and kitchen facilities offered to you in the University's offer and detailed in the online Appendix (available at <https://studentaccommodation.bham.ac.uk/StarRezPortal/>). This also includes all fixtures, fittings, equipment, furniture and floor coverings within it.

Study bedroom means the bedroom and any en suite facilities within it.

Residence Fees means the Residence Fees set out in the University's offer and detailed in the online Appendix

Utility Services means heating, hot and cold water, electricity, internet and lighting supplied to your Accommodation

Any references to 'you' or 'the Student' means yourself as the occupier of the Accommodation

Any references to 'we' or 'the University' means the University of Birmingham

The Accommodation Period for each Residence is as set out in the schedule below.

<b>Residence</b>	<b>Accommodation Period</b>	<b>Length of Contract</b>	<b>Type of Accommodation</b>
<b>Self Catered Accommodation</b>			
<b>Ashcroft</b>	23 September 2019 to 11 July 2020	42 weeks	Shared bathroom
<b>Chamberlain (Studio Apartment)</b>	23 September 2019 to 5 September 2020	50 weeks	Self-contained
<b>Jarratt Hall (Undergraduates)</b>	23 September 2019 to 11 July 2020	42 weeks	Ensuite
<b>Jarratt Hall (Postgraduates)</b>	23 September 2019 to 5 September 2020	50 weeks	Ensuite
<b>Maple Bank</b>	23 September 2019 to 11 July 2020	42 weeks	Shared bathroom
<b>Mason</b>	23 September 2019 to 11 July 2020	42 weeks	Ensuite
<b>Mason (Studio Apartments &amp; Studio Apartments Plus)</b>	23 September 2019 to 5 September 2020	50 weeks	Self-contained
<b>Oakley Court</b>	23 September 2019 to 11 July 2020	42 weeks	Shared bathroom & some duplex

Residence	Accommodation Period	Length of Contract	Type of Accommodation
<b>Self Catered Accommodation</b>			
Pritchatts House	23 September 2019 to 11 July 2020	42 weeks	Shared bathroom & some duplex
Shackleton (Studio Plus & Studio Apartment)	23 September 2019 to 11 July 2020	42 weeks	Self-contained
The Spinney (Postgraduates)	23 September 2019 to 5 September 2020	50 weeks	Shared bathroom
Tennis Court	23 September 2019 to 11 July 2020	42 weeks	Shared bathroom
Tennis Court	23 September 2019 to 5 September 2020	50 weeks	Ensuite
3, 7, 9 & 11 Pritchatts Road	23 September 2019 to 5 September 2020	50 weeks	Self-contained
Bournbrook	23 September 2019 to 11 July 2020	42 weeks	Ensuite
Bournbrook	23 September 2019 to 5 September 2020	50 weeks	Ensuite
Elgar Court	23 September 2019 to 11 July 2020	42 weeks	Ensuite
<b>Meal Plan Accommodation</b>			
Aitken	23 September 2019 to 11 July 2020	42 weeks	Shared bathroom
Chamberlain	23 September 2019 to 11 July 2020	42 weeks	Ensuite
Maple Bank	23 September 2019 to 11 July 2020	42 weeks	Shared bathroom
Shackleton	23 September 2019 to 11 July 2020	42 weeks	Ensuite & some shared bathroom

### **Meal Plan Accommodation Residents Only**

“Meal Plan Accommodation” means that your Residence Fees include both your Accommodation and catering provision. For more details on the catering element please refer to the Meal Plan Frequently Asked Questions (FAQ) Leaflet available in the Accommodation offer information via [www.birmingham.ac.uk/offerinformation](http://www.birmingham.ac.uk/offerinformation)

### **Postgraduate Students Only**

Please note that as each School across the University sets its own course deadlines, there is a chance that your Accommodation contract end date may fall before the completion of your deadlines/ course. While this is uncommon, you must look at your individual course deadlines and, if this is the case, you must consider finding temporary or alternative Accommodation as extensions to the Postgraduate Accommodation contract are not possible.

## **B. HOW TO SECURE YOUR ACCOMMODATION**

If you wish to accept the University's offer of Accommodation you must accept online and make a minimum £550 Advance Rent Payment or payment in full, within the number of days – as stated in your offer email – from the **date** the offer is sent to you.

When you accept the University's Accommodation offer, you will need to select your intended method of payment for the balance of the Residence Fees. The remaining balance can either be paid in full, or through the University's instalment scheme. Full payment or an application to pay in instalments must be received by Friday 20<sup>th</sup> September 2019.

Please note that once you have opted for a particular method of payment, you will not be able to change it during the Accommodation Period.

If you select to pay the Residence Fees by instalment, the £550 Advance Rent Payment will be deducted from your total Residence Fees, and the remaining balance will be divided into equal instalments, with any odd pence being added to the first instalment.

**Please note that your Accommodation will NOT be secured for you unless you accept online and make a minimum £550 Advance Rent Payment.**

**CANCELLATION:** When you have accepted and made payment on-line, you have the right to withdraw your acceptance of the offer and cancel the contract, provided you do so in writing, quoting your student ID number to **Living (Accommodation Services), University of Birmingham, University Centre, Edgbaston, Birmingham, UK, B15 2TT**, or email to [living@contacts.bham.ac.uk](mailto:living@contacts.bham.ac.uk) within **7 days** beginning the day after the date on which you accept this offer of accommodation.

**The right does not apply where the accommodation is available for occupation before the end of the 7 day period and you have taken up occupation.**

If you decide not to move into the accommodation reserved for you after you have accepted the University's offer, then you must let **Living** know in writing immediately so that the University can try to re-let the Accommodation. The University shall be entitled to deduct its reasonable administrative costs together with the amount necessary to cover Residence Fees for the period that the accommodation remains unlet before refunding any remaining balance held back to you.

You will need to show photographic identification when you arrive to pick up the keys or key card to your accommodation.

The University of Birmingham is a member of the **Universities UK (UUK) Code of Practice for the Management of Student Housing**. This Code confirms our commitment to best practice in the management of our student residences; for more details regarding this please go to [www.birmingham.ac.uk/accommodationcodeofpractice](http://www.birmingham.ac.uk/accommodationcodeofpractice)

For more information on the UUK Code of Practice go to [www.uukcode.info/](http://www.uukcode.info/) and to download a full version of the Code please go to [www.universitiesuk.ac.uk/acop/](http://www.universitiesuk.ac.uk/acop/)

## **C. THE UNIVERSITY'S OBLIGATIONS – our responsibilities to you**

1. The University will provide you with a reasonable standard of Accommodation where you can live and study with as few problems as possible.
2. We will use our best endeavours to ensure that any repairs or cleaning services are carried out promptly and in an efficient manner.
3. We will use our best endeavours to provide adequate heating and lighting in the Accommodation. The University cannot accept responsibility for the failure of any services in the Accommodation which are outside its control.
4. The University reserves the right to enter and search your Accommodation without prior notice, with the consent of the General Manager, Customer Service Manager or equivalent, in the interests of safety, health or the maintenance of law and order or to carry out essential repairs or maintenance.
5. We will from time to time carry out a routine inspection in each Residence. If access is required to inspect your Accommodation you will be given at least 24 hours' notice in advance.

## **D. THE STUDENT'S OBLIGATIONS – your responsibilities**

### **1. RESIDENCE FEES AND CONTRACTUAL RELATIONSHIP**

- a. You must pay your Residence Fees at the times and in the manner set out in the Online Contract, without deduction or set-off. If you have any concerns or complaints regarding your Accommodation you are NOT permitted to withhold Residence Fee payments. We would advise you to raise your concern immediately at the Village Reception. Each residence has a dedicated Customer Service Manager who can be contacted should you feel your concern needs further investigation or escalation.  
You can find out more about your Customer Service Manager at <https://www.birmingham.ac.uk/study/accommodation/Our-Services/Moving-In-The-Facts.aspx>. You can also register your concern under the Student Accommodation Complaints Policy and Procedures. Further information is available online at [www.birmingham.ac.uk/accommodationcomplaints](http://www.birmingham.ac.uk/accommodationcomplaints).
- b. You must notify the Finance Office or **Living** immediately in writing if you are in financial difficulties and unable to pay your Residence Fees on their due date outlining your difficulties and your proposals for payment.
- c. An offer of accommodation is accepted by you on the understanding that you will remain in the Accommodation for the full Accommodation Period. If you move out of the Accommodation before the end of the Accommodation Period, you will remain responsible for the Residence Fees for the entire Accommodation Period unless you find a student to replace you who is both acceptable to **Living** and is someone who is not already living in other University owned or managed, or Partner accommodation.

Should you move out before the end of the Accommodation Period and wish the University to try to re-let it, then you should return your keys (or ask for your card access to be suspended in respect of the Accommodation) when you move out. The keys will be held to your order but can be returned to you (or your card access restored) upon production of your student ID card at any time up until the end of the Accommodation Period or the Accommodation being re-let. Returning your keys (or requesting suspension of card access) does not cancel your existing contract and you will remain responsible for the Residence Fees for the entire Accommodation Period unless the Accommodation is successfully re-let. Partial refunds of Residence Fees are only given where the University is able to re-let the Accommodation for the remainder of the Accommodation Period. Refunds will be made by the University where reasonably considered appropriate by **Living**. You will be liable for an administration fee, cleaning costs and the cost of repairs of any damage caused to the Accommodation during your occupation in order to prepare the Accommodation for re-letting when you move out. If the Accommodation is successfully re-let then this contract shall cease upon the date of re-letting.

- d. The absence of a signed contract does not materially affect the relationship between you and the University. A contract is formed by the making of an offer and the student accepting the offer. The act of accepting and signing for the keys (or the instance of the first access using your access key card) to the Accommodation and moving in proves the existence of a contractual relationship and does not have to be evidenced by a signed contract. You will still be bound by the provisions of this contract without signing it should you sign for keys (or use your access key card) and move in.
- e. You will be issued with either keys or key card access to your Accommodation depending on which residence your contract is for. If access to your Accommodation is via use of keys, your keys will be distributed upon check in on your day of arrival. If your Accommodation is accessed through the use of key card, access will be granted on your University ID card from the day that your contract starts. In the event that you need a temporary alternative to your University ID card, a temporary key card will be issued to you by the Village Reception. Any temporary cards must be returned to reception by the time that you check out of your Accommodation.
- f. You must clear, clean, vacate, secure and check out of the Accommodation at your Village Reception by no later than 10.00 am on the day the Accommodation Period ends otherwise Residence Fees will continue to be charged at the full rate until this has been done.

Where access to your Accommodation is via keys, any room keys which you have been issued with must be returned to the Village Reception and they **must not** be handed to another student.

Where access to your Accommodation is via a key card system, you must inform the Village Reception that you have vacated the Accommodation on the day that you leave in

order to complete the checkout process. Any temporary key cards that have been issued must be returned at the time that you inform reception of your departure. Where your room access is through key card, the access will automatically expire at the end of the Accommodation Period.

- g. If at any point during your Accommodation period you lose your keys, you must inform the Village Reception as soon as possible. You will be charged up to £150 for the cost of replacing the lock and/or keys. You are not permitted to make duplicates of your keys.
- h. The University reserves the right to change the location of your Accommodation and in accepting our offer of Accommodation you agree that you will move when requested from one room to another on the same site or to another Residence.

If you are a student without a mobility disability occupying a mobility adapted room you should be aware that you will be expected to move out to a standard room on the same site or to another Residence whenever the University so requires, for a student with a mobility disability, giving you at least one week's notice.

- i. You are permitted to request a transfer to another room on the site or to another University Residence, subject to availability. The transfer list usually opens for applications from mid-October. If you wish to transfer, the University will incur cleaning and administration costs which you will be liable for, but which will be capped and not exceed £50. You are not permitted to swap rooms with other students without the authorisation of **Living** and the signing of a new Accommodation contract. To swap rooms you must apply for a transfer through **Living**.
- j. Please note that an application for Accommodation is not an application for admission to the University as a student or vice versa.
- k. You will be required to vacate the Accommodation if you withdraw from your studies and cease to be a registered student OR in the event that you are formally excluded from the University for whatever reason OR in the event that you are granted a formal leave of absence from the University (upon receipt of the University's notice to vacate) OR if you commit serious or persistent breaches of this Contract including Section D, the Student's obligations (upon receipt of the University's notice to vacate your Accommodation). In such cases you will be required to pay one calendar month's rent in lieu of notice from the date you check out of the Accommodation at your Village Reception, or until the room is re-let, whichever is the earlier. In order to check out of your Accommodation you must return your keys to the Village Reception **on the day you leave** and notify Village Reception that you have vacated the Accommodation. If you do not return your keys and notify Village Reception that you have vacated on the day you leave, you will be charged a daily rate for the Accommodation until the date that you return your keys and notify sites that you have vacated. If your room access is through your University ID card, you must inform Village Reception on the day that you vacate the Accommodation or you will be charged a daily rate for the accommodation until you do so.
- l. If you are in arrears with the payment of Residence Fees (or any other payment due and owing under this Contract) then the University reserves its rights to take both enforcement action for non-payment and also to issue a notice for you to vacate the Accommodation should it so decide necessary.
- m. **The Student confirms that the University is hereby authorised to release information confirming their rental payment history in relation to the Accommodation to third parties who specifically request a credit reference for that Student from Living in relation to future accommodation. History of late or non-payment of Residence Fees will be passed on.** Please note that no comments will be made on any other matter without your written authority and as a matter of policy the University does not comment on the good character or otherwise of individuals.
- n. The University shall not be liable in damages and you shall not have the right to terminate this Contract for any delay or default in performance of the obligations under this Contract if such delay or default is caused by reasons beyond the University's control including, but not limited to, war, national emergency, terrorism, government restrictions, acts of god, industrial action, unforeseen closure of the University and/or unavailability of key

personnel provided that the University gives you notice of the reasons for such delay or default and uses reasonable endeavours to confirm when the Contract is likely to resume.

### **Meal Plan Accommodation Residents Only**

- a. As a resident of a Meal Plan residence or designated Meal Plan flat, you are provided with Accommodation and a weekly amount to spend on food and non-alcoholic beverages in the Accommodation and other University catering outlets. Full details of the catering provision are laid out online at [www.birmingham.ac.uk/mealplan](http://www.birmingham.ac.uk/mealplan)  
Under the terms of this contract your Accommodation and catering are provided as a package and consequently it is not possible to opt out of receiving the catering provision without also transferring to non-Meal Plan designated Accommodation (subject to availability).
- b. Meals can be taken in most of the University's catering outlets, (see link above for further details).
- c. The weekly Meal Plan allowance is credited to your Student ID card. The value cannot be transferred to another student. Students may only use their own Student ID card to make purchases. As a security measure, till operators will check the identity of the card holder with each purchase.
- d. Students living in self-catering Accommodation can choose to add on the Meal Plan to their Accommodation package if they wish. Students requesting this will be required to sign a new Accommodation contract to reflect the additional service and fees. Upon signing up for Meal Plan you are committing yourself for the remainder of your Accommodation contract, and Meal Plan cannot be removed from your contract once it has been added.

### **2. LANDLORD AND STUDENT/TENANT RELATIONSHIP**

- a. You are not permitted to have children staying in your Accommodation.
- b. No more than the allocated number of persons should reside in the Accommodation and the person actually occupying the Accommodation should be the named person specified on your Online Contract.
- c. You may accommodate a guest, who must be personally known to you, in the Accommodation for a maximum of two nights in a row on an occasional basis only and with the agreement of all members of your flat. You are not permitted to give your room key or key card to anyone else at any time, including those who you have to stay as a guest.

### **3. HEALTH AND SAFETY**

- a. In order to ensure your health and safety you should report any defects or repairs needing attention to the Village Reception as quickly as possible.
- b. You must not authorise any contractors to do repairs without written permission from the Customer Service Manager or equivalent, or you may be held responsible for paying the bill. If additional damage is caused to the Accommodation due to failure to report defects and repairs promptly, additional charges may be incurred for which you might be held responsible. If you feel any defect or repair has not been responded to within a reasonable timescale, please contact your Customer Service Manager whose contact details can be found on our website: <https://www.birmingham.ac.uk/study/accommodation/Our-Services/Moving-In-The-Facts.aspx>
- c. You must **NOT** keep bicycles or motorcycles in the Accommodation or common parts, or secured to street furniture within the Villages. Dedicated areas for bicycle storage are available at each Village. The University has the right to remove and subsequently dispose of any bicycle or motorcycle left in breach of this condition, and will not accept liability for damage to or loss of such items. We have guidelines relating to Health and

Safety at <https://intranet.birmingham.ac.uk/hr/wellbeing/worksafe/index.aspx> which are implemented for the general welfare of all our students.

#### 4. **FIRE SAFETY**

- a. You should familiarise yourself with the fire and safety procedures and the appropriate escape route in the event of a fire alarm in your Residence. You must abide by all fire or safety regulations and co-operate with the emergency services (including Security and other personnel). You must **NOT** interfere with any fire or safety appliances. You must **NOT** prop open or interfere with fire doors. You should be aware that interference with or misuse of fire fighting equipment or alarm systems is a criminal offence and will be treated as such by the University.
- b. You should never cook or use kitchen appliances, including kettles, in the study bedrooms of the Accommodation due to the fire risk.
- c. The Accommodation is **Smoke Free** and designated as **No Smoking** (including electronic cigarettes). You or your guests must **NOT** smoke anywhere within the Accommodation or in the common parts of the Residence.

Smoking is not permitted within 10 metres of any Accommodation building. For more information please contact your Village reception.

If a bedroom requires additional cleaning to remove damage caused by smoking then you will be liable for the University's additional cleaning and administration costs, but which will be capped and not exceed £50.

- d. You are **NOT** permitted to use or bring into the Accommodation any inflammables, candles, incense sticks, bottled gas (for any purpose), any apparatus using halogen bulbs or halogen heaters, or chip pans, since these pose a serious fire risk not only to yourself but also to others. The University (acting reasonably and in the interests of fire safety) reserves the right to remove any such items into safe keeping which you can reclaim from the Customer Service Manager when you move out of your Accommodation.
- e. If any fire extinguisher is discharged or any fire blanket is removed from its protective case without proper cause by you or your visitors, you will be liable to pay the cost of refilling the fire extinguisher and/or replacing the fire blanket plus an administrative charge not to exceed £50.00.
- f. If any fire alarm is activated without proper cause by you or your visitors you will be liable to pay the administration charge for a safety check not to exceed £50.00. If fire/smoke/heat detectors are tampered with you will be liable to pay the administration charge for a safety check not to exceed £50.00.
- g. Serious or persistent breaches of fire safety rules may result in you being served with a Notice to Quit and the University terminating your accommodation contract.

**The above does not preclude any other action that the Fire Authority or the University may decide to take.**

#### 5. **ELECTRICITY AND GAS SUPPLIES**

- b. You are responsible for your own electrical appliances which you use in the Accommodation. You must ensure they are made to British Standard, are wired correctly and are in safe, working order. You are responsible for replacing fuses with the correct type in your own electrical appliances. You should not use any electrical appliances from overseas as these may operate at a different voltage and frequency. Electrical sockets must not be overloaded and you should not plug adaptors into other adaptors. Seek advice from Accommodation staff if you are unsure. You can also get general electrical advice, including a Socket Overload Calculator, from the Electrical Safety Council [www.esc.org.uk/public/safety-in-the-home/product-safety/overloading-sockets/](http://www.esc.org.uk/public/safety-in-the-home/product-safety/overloading-sockets/) The University reserves the right to remove any unsafe or faulty electrical appliances found in your Accommodation. Students can reclaim these from the Village Reception when they move out of the Accommodation. If you have concerns about any electrical item being used in your accommodation please contact the Village Reception.

- c. If you are living in Accommodation with its own gas central heating boiler, you must report any defect in its performance to the Customer Service Manager immediately. If you suspect a gas leak, turn off the main gas tap to the flat and ring Cadent immediately (**Telephone: 0800 111 999**). Once you have called National Grid you must notify the Village Reception immediately.
- d. You must not use the electricity or gas supply in your accommodation for any purposes external to your accommodation (for example, to charge a vehicle).

## **6. INSURANCE**

Personal possessions insurance cover is provided within your Residence Fees. You are required to familiarise yourself with the cover provided by the insurer (as set out in their documentation supplied to you) and to arrange for additional cover, where required, yourself. **Please note that cover is only provided for the Accommodation Period.** The University of Birmingham shares your details with Endsleigh for the purpose of providing you with contents insurance. Full details of this can be found by visiting [www.endsleigh.co.uk/reviewcover](http://www.endsleigh.co.uk/reviewcover). Further information on the cover provided is also available on our website [www.birmingham.ac.uk/offerinformation](http://www.birmingham.ac.uk/offerinformation).

## **7. SECURITY**

- a. The University will not be liable for injury or the loss of, or damage, to any personal property in University Accommodation except in cases of negligence on its part.
- b. If your **personal belongings and property**, including bicycles, cars, clothing, furniture, foodstuffs, books and University coursework are not removed from the Accommodation by the end of the Accommodation Period they will be removed and subsequently disposed of without liability on the part of the University.
- c. You must not allow access to your Residence building or flat to any person unless they are your authorised guests. You must provide your Student ID upon request from a member of staff. You must not tamper with any security equipment within the Residences, including temporarily preventing access doors from closing or locking.
- d. The University has installed close circuit television (CCTV) on some of the Residences where images are recorded continuously for security purposes. You must not tamper with this apparatus.
- e. Under the provisions of the Data Protection Law, if you wish to see an image(s) of yourself or any personal information regarding yourself you need to submit a "subject access request" in writing to the **University's Information Compliance Manager** in Legal Services who will investigate whether the image(s) is still in existence and whether to release the image(s) or the personal information. Further information is available at [www.birmingham.ac.uk/privacy/](http://www.birmingham.ac.uk/privacy/)

## **8. KITCHEN FACILITIES. FOOD STORAGE. WASHING FACILITIES. FURNISHING. CLEANING ROUTINES AND OTHER MATTERS**

- a. You must not use or install any cooking, heating, washing, drying or refrigeration appliances in the Accommodation which have not been supplied by the University, unless permitted to do so in writing by the University.
- b. You must keep your study bedroom clean and tidy and this includes any en suite facilities provided.
- c. You must ensure that all refuse is safely disposed of on a daily basis and not left to accumulate in the Accommodation. All rubbish and kitchen waste must be put into sealed bags and placed in the containers provided for refuse disposal. If refuse is not disposed of correctly, you will be liable for the University's additional cleaning and administration costs, but which will be capped and not exceed £50.
- d. All glass, bottles, plastic, paper and recyclable materials should be taken by you and placed in the designated recycling points regularly and not left to accumulate in the Accommodation. If items of this nature are not disposed of correctly, you will be liable for

the University's additional cleaning and administration costs, but which will be capped and not exceed £50.

- e. When the Accommodation is shared by a group of students, the cleaning of the communal areas, including the kitchen, is the joint responsibility of the residents of that Accommodation. It is suggested that a weekly cleaning rota is the best way of ensuring that the Accommodation is kept clean and each student should do their fair share and not expect other students to cover for them.
- f. Your fridge/freezers will usually be frost free appliances. In the unlikely event of frost build up you will be expected to defrost these appliances.
- g. When informed in advance of a new resident moving in after the main September arrivals group you must make space in the kitchen cupboards, fridge and freezer and ensure all communal areas are left clean and tidy for their arrival. The University will endeavour to give notice of new arrivals, however this is not always possible.
- h. The University reserves the right to allocate any University of Birmingham student to Accommodation, and cannot guarantee that new residents after the main September arrivals group (whether allocated to a previously unoccupied room in shared Accommodation or replacing a resident who has since vacated the room) will be of the same gender or other characteristic as any previous residents who have vacated, or current residents.
- i. As a resident you are responsible for keeping individual and shared areas of your Accommodation in a reasonably clean and tidy state. Students who do not wish to undertake cleaning of their own flat/ studio can engage Cleaning Services for a small fee. For further information please contact Cleaning Services on 0121 414 5633.

**Disciplinary action may be taken against any student who fails to abide by these conditions** and the University reserves the right to arrange for cleaning and to charge you a fair and reasonable amount to cover its administrative costs, not to exceed £50 in addition to any cleaning costs in doing so.

## **9. MAINTENANCE AND REPAIR**

- a. You must reimburse the University for the reasonable cost of repairs and making good any damage or loss to the Accommodation or fixtures and fittings, equipment, furniture or floor coverings including the common parts of the Residence, the building or University property (including an administration charge which shall not exceed £50) for which you or your guests are held responsible
- b. You should familiarise yourself with the location of the main gas and water stopcocks and be able to turn them off in cases of emergency
- c. You must take care when hanging posters or pictures not to mark the walls. Please use the notice board/pin board provided. You must **NOT** drill holes in the walls to erect shelving or otherwise without written permission from the Customer Service Manager.
- d. You must take reasonable steps to ensure that no damage is caused to the Accommodation during the winter as a result of burst pipes.
- e. You must not attempt to alter, add to, or in any way interfere with the construction, arrangement or services of the Accommodation, including external fixtures or fittings, locks, door or window closures or electrical fittings.
- f. You are not permitted to erect aerials or satellite dishes in the Accommodation.
- g. You must not attempt to cover or block any ventilation grilles, which could result in dampness in the Accommodation due to condensation.
- h. You must not use your accommodation to dry items of clothing such that it results in dampness in the Accommodation due to condensation. Laundry facilities are provided on site for this purpose.

- i. No telecommunications points and equipment other than the prevailing 3<sup>rd</sup> party telecommunications provider is to be installed and/or connected in the Accommodation without the prior written consent of the University.

## **10. ENVIRONMENTAL QUALITY AND ENERGY**

The University is committed to the conservation and improvement of the environment and to minimising the environmental impact arising from its activities. As a resident of University Accommodation you have a major part to play in helping us to achieve our objective to sustainability and conservation of the environment. If your Accommodation is too warm, where you have control over your heating, we would ask you to turn down the heating rather than open the windows with the heating on, thus reducing energy use, costs and for environmental reasons.

In order to see Section 4, Environmental Quality in the relevant Code of Practice for your Accommodation, detailing more advice and information on energy efficiency, please go to [www.birmingham.ac.uk/accommodationcodeofpractice](http://www.birmingham.ac.uk/accommodationcodeofpractice)

Included within your Residence Fees is an allowance to cover the average cost of providing Utility Services to your Accommodation for the Accommodation Period based on the previous year's expenditure for that Residence.

- a. We would ask you to be sensible with regard to your usage of these essential utilities to help the University keep its carbon emissions and energy costs to a minimum. You must try to help us conserve energy and these resources and not use these utilities in a wasteful way. We also reserve the right to make an additional charge to reflect a fair and reasonable proportion of the additional cost of electricity and gas used in your Residence during the Accommodation Period over and above the allowance we already made within your Residence Fees. Should we have to make such an additional charge we will give you notice of the amount and a reasonable amount of time to pay together with a breakdown of the increased electricity and gas costs that the University is trying to recover a fair and reasonable proportion of.
- b. The University has a very limited number of parking spaces on its residential sites and therefore you are not encouraged to bring your own vehicle.
- c. You are **NOT** permitted to park your own vehicle on University land without holding a valid parking permit and complying with the University's traffic regulations. Vehicles are not permitted at **Jarratt Hall or Bournbrook, except for blue badge holders by prior arrangement with reception for drivers who require access to a mobility parking space.**

**The Vale Village and Pritchatts Park Village have a limited number of mobility parking spaces which operate on the same basis as Jarratt Hall above.**

In addition, the Vale Village and Pritchatts Park Village have a limited number of parking spaces. Permits must be requested in writing to Village Receptions prior to arrival. Permits are currently charged at £290 for 42 weeks or £105 per term for the Autumn and Spring Terms, or £80 for the Summer Term. Please note that permits are allocated on the basis of greatest individual need, at the absolute discretion of the Customer Service Manager, due to the limited availability of parking spaces. Parking for visitors is available on a pay and display basis.

## **11. ANTI SOCIAL BEHAVIOUR AND DISCIPLINARY PROCEDURES**

- a. You must **NOT** keep, bring, use or allow the following into the Residence or the Accommodation:
  - any unlawful drugs or other such substances including any controlled drugs (for example, Nitrous Oxide) listed in the Misuse of Drugs Act 1971 and Psychoactive Substances Act 2016.
  - firearms, airguns, combat knives or other dangerous weapons of any sort
  - gaming machines, large speakers, pool tables, juke boxes or similar such items
  - road signs, traffic cones, shopping trolleys or the like
- b. You must not use the Accommodation for any reason other than your own private residential use.

- c. You must not gamble in the Residence.
- d. You must not keep pets or other animals in your Accommodation, with the exception of assistance dogs who have been authorised by both **Living** and Disability Services.
- e. You must ensure that no disturbance, inconvenience, nuisance or annoyance is caused to any other resident(s) in the Residence or the neighbouring vicinity by any form of antisocial behaviour by you or your authorised guests in the Accommodation. You must keep noise to a minimum, both during the daytime and particularly at night i.e. between the hours of 23.00hr and 08.00hr.
- f. You must comply with the University's rules/requests regarding antisocial behaviour. You must comply with all current University legislation, which is freely available on the University website [www.as.bham.ac.uk/legislation/](http://www.as.bham.ac.uk/legislation/) The University reserves the right to terminate this Contract if your health or behaviour poses a serious risk to others in the Residence or for any serious or persistent breach of your obligations under this contract.
- g. You must not play or allow to be played ball games inside any part of the Residence nor on any landscaped areas adjoining the Residence.
- h. You must comply with the University's Policies covering Equality and Diversity, which are implemented for the general welfare of all our students. Details are available on the University website [www.equality.bham.ac.uk/policy](http://www.equality.bham.ac.uk/policy)
- i. You must comply with the "General Conditions of Use of Computing and Network Facilities" when using any computers and/or computer network and internet connections in the Accommodation. These conditions can be found under Computing Guides on the University website [www.it.bham.ac.uk/policy/](http://www.it.bham.ac.uk/policy/)
- j. If you subscribe to and download the relevant software to access television, you are required by law to obtain a colour Television Licence. You shall indemnify the University against any liability that they may incur as a result of your failure to comply with this provision or in respect of any infringement of broadcasting rights by you.
- k. You must not to put up any sign, poster, flag, banner, advertisement or recyclable materials in the window of the Accommodation so as to be visible from the outside.

## **E. PERSONAL SAFETY, MEDICAL AND EMERGENCY FIRST AID**

- a. Research based information on drugs and other important issues (e.g. Meningitis) is available on the University website [www.as.bham.ac.uk/study/](http://www.as.bham.ac.uk/study/). This information includes: safety aspects; short and long-term health risks; implications for future professional careers; legal consequences and University regulations.
- b. Further information and advice is available from Guild Advice. Tel: 0121 251 2400, or visit the Guild of Students' website <https://www.guildofstudents.com/support/guildadvice/>
- c. Confidential counselling is available from the Student Support Services in the Aston Webb Student Hub, located on the ground floor of C Block, Aston Webb Building. Tel: 0121 414 5130 or the University website [www.intranet.birmingham.ac.uk/as/studentservices/counselling/index.aspx](http://www.intranet.birmingham.ac.uk/as/studentservices/counselling/index.aspx)
- d. It is essential that you register with a local doctor when living in the University residences. Please register within 14 days of moving into your accommodation.

Information regarding local surgeries can be obtained from the NHS website [www.nhs.uk](http://www.nhs.uk) which can help you find medical practices and dentists. Select either 'GP' or 'dentist' using your accommodation post code or – alternatively – the University of Birmingham's (B15 2TT)

Anyone too unwell to leave their bed should ask another student to contact their own tutor, Village Receptions or the Student Mentor Scheme for assistance as soon as possible.

- e. In a medical emergency telephone Emergency Services immediately on **999** and advise and update the Customer Service Manager or General Manager.
- f. In other non-medical emergencies you can contact a Student Mentor, Customer Service Manager or Nightline. You can call using the number on the back of your University ID card between 18.00hr & 08.00hr or email [nightline@guild.bham.ac.uk](mailto:nightline@guild.bham.ac.uk) or visit St Francis Hall between 18.00hr & 00.00hr. You can also contact The Samaritans - Tel: Linkline 08457 90 90 90 or contact directly at 13 Bow Street, Birmingham B1 1DW Tel: 0121 666 6644.
- g. **Personal Emergency Evacuation Plan (PEEP)**. It is **your** responsibility to tell us that you may have a requirement for assistance in an emergency to evacuate so that the Customer Service Manager can prepare a PEEP. For your own safety we need you to inform us of this requirement as soon as possible.

## **F. THE STUDENT MENTOR SCHEME**

The Student Mentor Scheme is a welfare support system that is operated in University Accommodation.

The scheme provides advice and guidance to all students living in University Accommodation. The Scheme can help with a wide variety of issues including the following:

- Your general wellbeing whilst living and studying at the University
- Shared living and Accommodation related issues
- Your academic course
- Financial matters

Mentors are students, both undergraduates and postgraduates from the UK and abroad, who work in University residences to help their fellow students overcome issues related to the above. Student Mentors are recruited, trained and supervised by professional Student Support Advisors.

The scheme offers help to students through casework or one to one mentoring, through proactive campaigning about relevant student issues such as finance, or by referring out to another support service.

The Student Mentor Scheme Office also provides a large Welcome Team which will assist students upon arrival with moving into University Accommodation and will visit flats over the first few weeks of the academic year to help with any queries which may arise. They will also run a number of events and activities to help students settle into their time at University. Students can access the service by email, telephone or by visiting the Student Mentor Scheme Office at The Hub on the Vale.

Tel: 0121 415 8568

Email: [mentorwelfare@guild.bham.ac.uk](mailto:mentorwelfare@guild.bham.ac.uk)

Web site: [www.guildofstudents.com/support/studentmentors](http://www.guildofstudents.com/support/studentmentors)

The service opening hours are Mon-Fri 16.00 -20.00 during term time. Outside of these times students can contact the Scheme via email or approach site staff/ Village Reception for assistance.

Mentors do not deal with repairs, lost keys or discipline matters of any kind. Staff at the Village Reception for your residence will be able to assist you with these problems.

The Mentor Scheme Student Support Team are constantly seeking feedback to improve the service and would welcome any comments using the contact details above.

## **STUDENT SUPPORT**

The University provides a wide range of support for its students. All students can expect to receive general support in developing their personal and academic potential from tutorial staff in their respective Schools / Departments.

For more information on Student Support go to [www.as.bham.ac.uk/support/](http://www.as.bham.ac.uk/support/)

The **Guild of Students** also has a range of support and other services available. For more information please go to [www.guildofstudents.com](http://www.guildofstudents.com)

## **STUDENT MENTOR SCHEME - Data Protection Law**

- a. You hereby confirm that the University of Birmingham and the Guild of Students may hold information in connection with your welfare whilst you are resident in the Accommodation. Such data may be held by employees of the University and the Guild of Students operating the Student Mentor Scheme and may be shared with other employees working within the Student Mentor Scheme. The information will be held and dealt with strictly according to the University's Data Protection Policy and Data Protection Law.

### **Confidentiality**

- b. In addition, where a Student Mentor considers that there is a reasonable risk of harm, either to you or to a third party, you hereby authorise the Student Mentor to disclose such information to a member of the Support Staff operating the Student Support Scheme who may disclose such information to a doctor, appropriate School Welfare Tutor, Counselling and Guidance service or an appropriate member of staff within the University's Hospitality and Accommodation Service.

For further information, please contact the Student Community Welfare Manager, Guild of Students or visit [www.guildofstudents.com/support/studentmentors](http://www.guildofstudents.com/support/studentmentors)

## **G. BREACH OF ACCOMMODATION CONTRACT AND STUDENT DISCIPLINE**

### **Breach of Your Accommodation Contract**

1. Your Accommodation contract with the University is a legally binding agreement, and the Village Managers have powers to deal summarily with alleged breaches of this contract by you (including, but not limited to, non-payment of your Residence Fees). Breaches of your Accommodation contract may result in the termination of your Accommodation by the University, and your removal from the Residences.
2. Where the Village Managers take action in relation to an alleged breach of your Accommodation contract and you believe the action taken to be unfair or unjust, you may lodge an appeal with the General Manager, Student Accommodation or their nominee.
3. In addition, where an alleged breach of your Accommodation contract may constitute a breach of the University's Student Conduct Regulations, or illegal activity, or both, the Village Managers may refer the allegation to the Registrar and Secretary of the University, or to the police, or both, as further detailed below.

### **Student Discipline and Illegal Activity**

4. The University has a responsibility to uphold the law and therefore any illegal activity brought to the attention of the University authorities may lead to prosecution by the police, or to disciplinary action by the University, or both. The University operates a clearly defined disciplinary framework, which deals with behaviour which may not be illegal but which is unacceptable. In addition to your obligations under your Accommodation contract, your behaviour is also subject to the University's Student Conduct Regulations, and unacceptable behaviour by you may result in disciplinary action being taken against you by the University. For full details of the University's Student Conduct regulations please go to: <https://intranet.birmingham.ac.uk/as/registry/legislation/documents/public/Cohort-Legislation-2019-20/Regulations-19-20-Section-8.pdf>

5. The University legislation, which defines the disciplinary framework, is detailed in Regulation 8.. All University legislation is published electronically on the University website <https://intranet.birmingham.ac.uk/as/registry/legislation/regulations/index.aspx>
6. The University makes due provision for students to appeal against disciplinary action which they believe to be unfair or unjust. It is essential to follow the procedure laid down in University legislation. The general principle is that the appeal is to a higher authority and must be made in writing within 10 working days.
7. It should be noted that the University reserves the right to take disciplinary action against students for unacceptable behaviour, which takes place in the wider community. Such behaviour may be reported to the University authorities by the police.
8. Furthermore, it is a matter for the judgement of an authorised member of staff of the University whether to call the police to any incident in or near a Residence. It is normal for University disciplinary action against a student to be suspended if the police are dealing with that student until such time as the police action comes to an end. It is a University offence to be found guilty of a criminal offence by a court of competent jurisdiction and it is a University offence to be cautioned by the police. Police action may well be followed by University action.
9. The Terms and Conditions of this contract do not override amend or vary the University's Regulations on discipline in any way and if there shall be conflict between the two then the Regulations on discipline shall take precedence.

All University legislation is freely available on the University website <https://intranet.birmingham.ac.uk/as/registry/legislation/regulations/index.aspx>