

UCB ACCOMMODATION

Terms and conditions



TERMS AND CONDITIONS

| Contents Page | | |
|---------------|---|--------------|
| Definitions | | (Page 1) |
| Section A | How to Secure your Accommodation | (Page 2-3) |
| Section B | Terms and Conditions of Accommodation | (Page 3-4) |
| Section C | Your Responsibilities | (Page 5-8) |
| Section D | UCB's Responsibilities | (Page 8) |
| Section E | Fees and Charges | (Page 8-9) |
| Section F | Damages | (Page 9) |
| Section G | Request to Vacate | (Page 9-10) |
| Section H | How to sort out problems | (Page 10) |
| Section I | Safety and security | (Page 10-12) |
| Appendix 1 | Universities UK Student Accommodation Codes of Practice | (Page 13) |



Definitions

In these terms and conditions (the "**Terms**") the following words shall have the following meaning and effect:

Any reference to "**UCB**" or "**we**" or "**us**," means University College Birmingham and its successors and assigns.

Any reference to "**the resident**", or "**the student**", or "**you**" means yourself as the occupier of the Accommodation and holder of the Residential Contract.

"Accommodation" means the Study Bedroom as specified in the Residential Contract and includes shared corridors, shared lavatories, shared showers (as applicable) and/or any shared kitchen facilities.

"**Accommodation Fees**" means the fees to be paid by you to UCB for the Accommodation during the Accommodation Period as stated in the Residential Contract.

"Deputy Head of Student Services, Accommodation Officer or Accommodation Officer" means the Deputy Head of Student Services, Accommodation Officer or Senior Accommodation Officer appointed by UCB situated on Site or at such other location as UCB may decide from time to time and notify you in writing.

"**Accommodation Period**" means the period of time specified in the Residential Contract for which you are offered Accommodation.

"Financial Guarantee" means the financial guarantee provided with your Offer of Accommodation.

"Offer of Accommodation" means an offer of accommodation sent by us to you at the email address provided in your application for Accommodation.

"**Payment Schedule Form**" means the payment schedule form provided with your Offer of Accommodation.

"Residential Contract" means the residential contract supplied with these Terms.

"Security Deposit" means a security deposit of £100 payable by you to us.

"Site" means all and any land and buildings which are now or may at any time during the Accommodation Period form part of the area known as The Halls of Residence, The Maltings, Granville Street, Birmingham, B1 1SB.

"Study Bedroom" means a bedroom and any en-suite facilities (as applicable) within it.



<u>Section A - How to secure your</u> Accommodation

- 1. If you want to accept UCB's Offer of Accommodation you must accept these Terms within 7 days of the date at the top of your offer letter, or at the time of receiving the Offer of Accommodation if it is made on arrival at UCB, whichever is the earlier. For the avoidance of any doubt the Accommodation will not be secured for you unless you accept Terms and the required deposit is paid to us. These Terms together with your Residential Contract set out your rights and responsibilities for the provision of Accommodation and you should therefore read them carefully and ensure you understand them before accepting your Offer of Accommodation.
- 2. When you accept the Offer of Accommodation, you will also need to select your intended method of payment for the Accommodation Fees as set out in the Payment Schedule Form. A one-off discount of £100 off the Accommodation Fees will be given for payment in advance of the total Accommodation Fees due for the full period of the Residential Contract where the Offer of Accommodation is for a full year. Where your Residential Contract is for a single semester, a £50 discount will be applied.
- A refundable security deposit of £100 is required once you accept your Offer of Accommodation. This deposit may, at UCB's absolute discretion, be used for a number of circumstances, including:
 - damage to the Accommodation or the Site, including any fixtures, fittings, equipment, furniture and floor coverings provided;
 - non-payment of Accommodation Fees;
 - non-payment for any other outstanding amount you might owe UCB with regard to the provision of Accommodation.
- 4. For the avoidance of doubt, your security deposit will not be refunded if you choose to cancel your Residential Contract prior to arrival at UCB, except in the following circumstances:
 - you place to study at UCB is not confirmed;
 - you agree with UCB to defer the start date of your studies to the following academic year; or
 - you are an international student and do not get the required visa to study in the UK.
- 5. Any damage to the Accommodation, the Site and/or any fixtures, fittings, equipment, furniture and floor coverings provided by UCB at the Accommodation and/or the Site must be reported to the Accommodation Team immediately. You will be liable to pay for any such repairs or replacement costs and in the case of communal damage these costs will be split accordingly.
- 6. You should note that failure to accept the Offer of Accommodation online within 7 days will result in your Offer of Accommodation being withdrawn and as a result you will have no right to any accommodation.
- 7. You have the right to cancel the Residential Contract for a period of seven days from the date you accept the Offer of Accommodation, prior to arriving at the Site. To cancel within the seven-day period, please email the Accommodation team at accommodation@ucb.ac.uk. If you wish to cancel after this seven-day period expires you will remain liable for your full Accommodation Fee for the full Accommodation Period. This includes circumstances in which you are withdrawn or defer (suspend) from your course, subject to Section G(5) below.
- 8. The Accommodation Fee is inclusive of contents insurance with Endsleigh Insurance. Correspondence will be between you and Endsleigh Insurance and will not be

administered by UCB. The agreement for



contents insurance is subject to Endsleigh's Terms and Conditions of Insurance and is made between you and Endsleigh Insurance. Should you need to make a claim or have any queries regarding the policy, you will need to contact Endsleigh directly via the details provided on your 'Certificate

9. of Insurance'. You will receive your certificate once you have completed your online induction and secured your Accommodation. An example certificate can be viewed online via www.ucb.ac.uk or see Appendix 2. Please be advised UCB must 'pass on' your contact details to Endsleigh for your contents insurance to be available with your Accommodation. This will only be with your agreement (via return of the Residential Contract). UCB will not pass on your information to other external third party without your express permission.

Section B - Terms and Conditions of Accommodation

- Once you have accepted the Offer of Accommodation, you agree to the dates stated in the Residential Contract as well as these Terms. For the avoidance of any doubt you will be required to pay all Accommodation Fees from the start date for your Accommodation set out in the Residential Contract together with the security deposit. If you arrive after the commencement of the Accommodation Period set out in your Residential Contract, you shall **not** be entitled to a refund for any time in which you were not in residence and will remain liable for payment of the full amount of Accommodation Fees.
- 2. UCB reserves the right to transfer you at any time into similar accommodation, provided that:
 - you are given reasonable notice (except in an emergency); and
 - the alternative accommodation is similar to the original accommodation.

If you are moved to alternative accommodation, the terms of your original Residential Contract together with these Terms will remain in force unless expressly agreed otherwise in writing.

- 3. Your Residential Contract and these Terms do not and are not intended to create a tenancy of the Study Bedroom or Accommodation and you will occupy the Study Bedroom and Accommodation as a fixed term licensee and thus will not have exclusive possession of the Study Bedroom or Accommodation. This means that whilst Site staff will endeavour to gain consent in advance to entering a Study Bedroom, UCB reserves the right to access any Study Bedroom at any time in the event of a serious breach of the Residential Contract or these Terms , when there is a concern of criminal activity or when conducting welfare checks on residents.
- 4. For the right to occupy the Accommodation you must pay the Accommodation Fees in full, in accordance with the Payment Schedule Form.
- 5. If you decide not to move into the Accommodation or you wish to terminate the Residential Contract before the Accommodation Period ends, you may request to leave by informing the Accommodation team in writing at accommodation@ucb.ac.uk.
- 6. Any Offer of Accommodation shall be accepted on the understanding that you will remain in the Accommodation for the full Accommodation Period. If for any reason you vacate all or any part of the Accommodation before the end of the Accommodation Period, you will remain fully and personally liable for payment of the Accommodation Fees for the entire Accommodation Period. Where UCB Accommodation is at full capacity and you find a student at UCB who is willing and able to replace you and who is, at UCB's absolute

discretion (acting reasonably), both



acceptable to the Accommodation Officer and is not someone who is already living in UCB accommodation, you will only remain fully and personally liable for payment of the Accommodation Fees up to the start date of the Accommodation Period for the new resident.

- 7. Refunds of any remaining Accommodation Fees are only given to you where the Accommodation is re-let for the remainder of the Accommodation Period. UCB shall be entitled to deduct your security deposit of £100 along with the amount necessary to cover rent for the period that the Accommodation remains un-let. You remain fully liable for the payment of the Accommodation Fees for the entire Accommodation Period until such time as the Accommodation is re-let in accordance with the above <u>Section B(6)</u>. UCB reserves the right to invoke the Financial Guarantee in the event that such Accommodation Fees remain unpaid by you.
- 8. We are not obliged to offer Accommodation and we may revoke an Offer of Accommodation made to you for the next academic year if you have any outstanding monies owed to UCB in respect of your current Accommodation (unless previously agreed).
- 9. Exchanging your Study Bedroom with another UCB resident will only be permitted in exceptional circumstances (as determined by UCB acting at its absolute discretion) and with the prior written agreement of the Accommodation Officer. There is a non-refundable administrative charge of £35 per resident payable by you prior to exchanging any Accommodation. UCB reserves the right to refuse consent to any such request made by you where there are outstanding Accommodation Fees owed, and/or where you are in breach of any these Terms or the Residential Contract.
- 10. You must vacate your Accommodation by 12 noon on the completion date given in your Residential Contract. You will be charged a fee determined by UCB (acting reasonably) if the keys are not returned at this time, unless there is a prior agreement with the Accommodation Officer. Any such fee chargeable to you by UCB under this clause does not in any way permit you to remain in the Accommodation/or Site beyond the Accommodation Period.
- 11. It is not the responsibility of the Accommodation Officer or security staff to let you back into the Accommodation outside of duty hours. Charges may be made for non-emergency 'out of hours' call-outs.
- 12. If you leave your accommodation in a condition where in the opinion of the Accommodation Officer it requires additional cleaning, you will be charged for the cost of such cleaning and deductions may also be made from your security deposit.
- 13. Refunds of Accommodation Fees will not be granted for periods of absence or illness, or for residents who choose to go home regularly at weekends.
- 14. Refunds of Accommodation Fees will not be given in cases of eviction for breach of these Terms or your Residential Contract.
- 15. No one other than yourself may occupy, reside, sleep and/or live in your Study Bedroom and/or the wider Accommodation. Subletting or sharing or the loaning of the Accommodation to a third party is not allowed under any circumstances. The sharing of a single Study Bedroom is allowed only when an overnight guest is given prior written permission (maximum of two nights only) from the Accommodation Officer. UCB does not have any liability for guests. You are responsible for ensuring that all guests adhere to the rules and regulations that the residents abide by and as set out in these Terms and your Residential Contract.



Section C - Your Responsibilities

General

- 1. You are responsible for complying with these Terms and your Residential Contract. Breach of any provision within the Terms or Residential Contract will be treated as a non-academic disciplinary offence in accordance with the <u>Code of Practice on Discipline</u>.
- 2. Cleaning of your Study Bedroom, as well as the kitchens and communal areas, is your responsibility. Please ensure all kitchen and communal areas are kept clean and tidy (to avoid confusion, it is suggested that a weekly cleaning rota is drawn up). Kitchen inspections are held on a regular basis and if your kitchen is found to be in an unsatisfactory condition at UCB's discretion then contract cleaners will be employed and the cost divided between residents. Constant failure to maintain standards of cleanliness may result in formal disciplinary action being initiated.
- 3. Repairs/defects needing attention should be reported to the Accommodation Officer as quickly as possible and in any event no later than 72 hours of occurring (but immediately in the case of emergency). Please do not authorise, hire or employ any external contractors to do repairs or you will have to pay the bill. Any problems with your Accommodation or contractors appointed by us should be reported immediately to the Accommodation Officer using the appropriate maintenance/repair form.
- 4. Staff members within the Accommodation and contractors are entitled to a safe working environment. Communal areas and Study Bedrooms should remain reasonably safe working environments for employees or contractors to carry out associated duties such as maintenance, kitchen inspections etc. For the avoidance of doubt, dangers such as cables and other trip hazards should be stowed away and the area made safe and there should be no clutter.
- 5. Pictures and posters at the Accommodation are only permitted on the notice boards provided. Do not drill holes into the walls of the Accommodation to erect shelving etc. Dartboards are also not permitted. A full repaint will be undertaken as a result of any damage associated with posters, blue tack, sellotape or the like and UCB will recover the cost from you in accordance with **Section D(1)**.
- 6. Rubbish and kitchen waste is to be put into sealed bags and then placed in the external containers provided by UCB for refuse disposal. This must be done on a regular basis, at least every second day. Bin liners are provided, free of charge, and are available from the Site's reception office. Facilities are also available on site for the collection of paper, glass and cans for recycling and you should use these wherever appropriate. Non-removal of waste/recycling will result in a failed kitchen inspection.
- 7. Residents are encouraged to recycle and therefore reduce the carbon footprint of the Accommodation. There are recycling bin for cans, glass, paper and plastic. It is the resident's responsibility to use these facilities appropriately. Recycling bins/bags are provided.
- 8. Ventilation grills should not be covered or blocked as this could result in dampness caused by condensation.
- 9. Lost keys should be reported immediately to the Accommodation Officer. A charge of £20.00 will be made for each key/fob replaced in accordance with Section D(2). Should it be necessary for other works to be carried out, such as the replacement of locks, UCB reserves the right to make further charges payable by you.
- 10. Do not lend your keys to your Accommodation to anyone. UCB views this as a serious breach of safety and security provisions. UCB accepts no liability for the condition of the Accommodation/personal possessions when rooms have been left unlocked or the keys left with friends. You must lock your Study Bedroom when going out and always carry your key with you – UCB cannot guarantee access to your Accommodation should you lose it.



- 11. You must not alter the structure and fabric of the Accommodation including, for the avoidance of any doubt, the construction of the Accommodation and all and any external fixtures or fittings, locks, alarms, electrics and any windows. This prohibition extends to erecting any aerials or satellite dishes at the Accommodation and road signs, traffic cones, shopping trolleys or the like are also prohibited on the Site.
- 12. Pets or other animals must not be kept in the Accommodation, with the exception of assistance dogs (as defined in section 173(1) Equality Act 2010) that have been authorised by UCB Accommodation and Disability Services. Animals other than assistance dogs are not allowed on Site at any time and any such animal will require immediate removal from the Accommodation at the resident's expense.
- 13. Overnight guests are permitted for a maximum of two nights and only with the relevant guest pass. A strictly monitored pre-application system operates, details of which are available on request from the Accommodation Officer. Residents who do not follow this procedure will face disciplinary action. Overnight guests must be chaperoned whilst on site, no guest will be let in or allowed to stay on Site without the guest pass and the resident with whom they reside whilst visiting. Guests under the age of 18 are not permitted overnight. There is no car parking for guests at the Site.
- 14. If you reside at the Maltings and wish to keep your car on Site, you must provide the following:
 - Your driving licence (card and/or paper copy);
 - Proof of ownership or a letter from the person who owns the vehicle giving you permission to use it;
 - Current insurance documentation;
 - £200 per car or £50 per motorbike (per semester).
- 15. Car parking is offered on a semester basis. It is the resident's responsibility to notify the Accommodation Officer if they only require this facility for a single semester. Residents park their vehicles on Site at their own risk. UCB takes no responsibility for any damage caused to any vehicle whilst on Site.
- 16. Electricity charges are included in your Accommodation Fees.. We expect residents to support UCB's environmental sustainability efforts and to participate in responsible energy consumption. This means that lights and other appliances should be switched off when not in use and that residents should be mindful of their water usage.
- 17. Electrical appliances of your own may be used in your Study Bedroom provided they are fitted with a properly fused plug. You may use a radio, TV, DVD player, gaming console, stereo system and/or personal computer. Other electrical items, such as personal electrical heaters, irons or multi- adapters, are not permitted in your study bedroom. You are responsible for the safety of personal appliances and you must ensure that your appliances comply with British Safety Regulations. To meet health and safety regulations UCB reserves the right to inspect electrical appliances to ensure they meet with the recognised standards. UCB reserves the right to remove any appliances it deems unsafe. You may collect the appliance at a later date for removal from the Site.
- 18. You must not hang anything out of your window or place anything on internal or external window ledges. Each window on the ground floor is fitted with a window restraint for your personal safety and should not, under any circumstances, be tampered with.
- 19. You must not hang wet clothing from the curtain rails as this causes damage and has, on occasions, pulled down rails from the walls completely. Dryers have been installed in the laundry room for your convenience; there is no excuse not to use them. Any damage resulting from a failure to comply with this paragraph will result in UCB recovering charges from you in accordance with Section F(1).



20. Furniture and fittings, including ceiling and floor tiles, may not be removed from, nor moved within, the Accommodation. Beds and desks must not be rearranged as this causes structural damage resulting in the loss of your deposit. Hooks must not be stuck on the walls or doors of your Study Bedroom as they cause marks and staining. Any damage resulting from a failure to comply with this paragraph will result in UCB recovering charges from you in accordance with Section F(1).

Illegal Substances

- 21. We take the health and safety of all our students extremely seriously. The use of illegal substances is strictly forbidden. UCB takes the finding of drugs being used or sold on Site extremely seriously. Any resident found to be using, selling or possessing illegal substances as defined by law will face serious disciplinary action as set out in the Code of Practice on Discipline. Your Study Bedroom is your responsibility. You are accountable for any activity within your Study Bedroom in respect of the use of illegal substances. Should you also be involved in any way, or are present where drugs are identified, you could face disciplinary action. Disciplinary action may lead to your eviction from the Accommodation and/or expulsion from UCB. In addition UCB may also contact the police.
- 22. Any equipment that UCB deems to be linked with drug use, such as shisha pipes, whether they are ornamental or not, will be confiscated and disciplinary action. Any illegal substances found by UCB will be confiscated and provided to the police for disposal, which may result in criminal charges against you.
- 23. Dangerous substances and devices may not be brought onto the Site or kept in your Accommodation. This includes, but is not limited to, firearms, airguns, corrosive chemicals, petrol or similar inflammable liquids, and camping gas cylinders.

Smoking Policy (including e-cigarettes and vaping)

- 24. Smoking, e-cigarettes and vaping are not permitted on Site.
- 25. Cooking is not permitted in your Study Bedroom, including the use of electric kettles, rice cookers, microwaves etc. When cooking in the kitchen, please use the fans provided on the cookers, have a window open and keep the kitchen door closed. The smoke alarms in the flats are sensitive and easily activated by smoke in the corridor; this will result in the fire brigade being summoned. False alarms, particularly at night, will result in heavy fines if the above rules are not followed and any charges UCB may incur will be recovered from you.

Conduct

- 26. You must be considerate to fellow residents. Everyone will expect an atmosphere suitable for study and you msut make your contribution to this by avoiding the slamming of doors and by keeping them closed. All sound, including that from TVs, computers and sound systems must be kept at a low level (suitable only for personal use) at all times with special consideration between the hours of 11pm and 9am. This is especially important as noise is easily transmitted along corridors and between floors.
- 27. 26. Neighbours, both on and off Site, must be respected at all times. Please be aware that open windows, especially late at night, will cause noise to travel and disturb your fellow residents. The surrounding buildings are private dwellings and it is possible for their occupants to take legal action if the noise reaches an unacceptable level. It is a disciplinary offence to cause excessive or unnecessary noise on the Site or surrounding area.
- 28. UCB takes a serious view on drunken and anti-social behaviour and will not hesitate to take disciplinary action against you, which could lead to eviction, should it become necessary. Any resident evicted due to anti-social behaviour is required to pay all Accommodation Fees until the end of their Residential Contract or until the date the room is re-let to someone approved by UCB in accordance with **Section B(6)**. Such residents shall also be banned from the Site.



- 29. Any obscene material likely to offend other residents, visitors or staff may not be displayed anywhere within the Accommodation or the Site. All residents and their guests are bound by UCB's policy regarding Internet access and use.
- 30. Residents are expected to act in a reasonable manner. If, however, there are serious violations of these Terms or your Residential Contract or unreasonable behaviour such as theft or breaches of health and safety regulations, offenders will be subject to disciplinary action as which could lead to eviction from the Accommodation.
- 31. Prior to vacating the Site at the end of your Accommodation Period, you must ensure that you redirect all mail to an alternate address. UCB takes no responsibility for items delivered to the Site following the expiry of your Residential Contract and will immediately return all post to the original sender unless a prior arrangement has been made.

Section D – UCB's Responsibilities

- 1. To provide you with a reasonable standard of accommodation.
- 2. To ensure (as far as reasonably practicable) that on-site facilities such as the laundry facility are in proper working order.
- 3. To promptly and efficiently carry out reported repairs to the Accommodation/Site.
- 4. When UCB employees or an external company completes a repair and entry was required into your Study Bedroom, the duplicate copy of the maintenance request that you completed will be signed by the contractor and left in your Study Bedroom to confirm that the repair has been completed. If you are not present, the team will leave a maintenance slip detailing the date and time of entry and whether the repair was completed in your absence.
- 5. UCB will carry out regular kitchen inspections. Room inspections will be carried out as and when UCB may deem appropriate, especially in cases where it is suspected that an infringement of the rules has taken place.
- 6. UCB shall not incur any liability (including any damages) and you shall have no right to terminate your Residential Contract for any failure or default or interruption in the provision of services or facilities, or for any loss arising from such failure, default or interruption, where the failure or interruption is beyond the reasonable control of UCB (including but not limited to unforeseen closure of all or any part of UCB, terrorism, pandemic, acts of God, war, civil commotion, national emergency, industrial action).
- 7. UCB cannot accept responsibility and excludes liability for any loss, damage or theft incurred by the resident other than as a result of any breach by UCB of the Residential Contract to provide Accommodation, or any other act or omission of UCB or its employees or agents. For the avoidance of doubt UCB does not exclude its liability for any fraudulent misrepresentation or any death or personal injury caused by UCB's negligence.

Section E - Fees and Charges

- 1. UCB reserves the right to withhold any monies owed to a resident (including the security deposit) to cover any monies due to UCB in respect of these Terms including, but not limited to: unpaid Accommodation Fees, damage costs or administration charges in respect of any damage to the Accommodation and/or the Site caused by the resident, the resident's guest(s) or any group of residents who may be collectively responsible.
- 2. Residents must pay the Accommodation Fees in accordance with the Payment Schedule Form. In the event that Accommodation Fees are not paid by 4.00pm on the dates due, as indicated on the Payment Schedule Form, unless a revised payment schedule has been

agreed you will be liable for an administration



fee of £50.00. Any arrears that are not cleared will be dealt with in accordance with the provisions outlined in <u>Section G(3)</u> of these Terms and the conditions set out in the General Student Regulations. UCB reserves the right to contact the resident's financial guarantor.

- Accommodation that is adjudged by UCB to be particularly unclean will be subject to professional cleaning and the cost will be passed on to the resident or residents responsible. The cleanliness of communal areas is the responsibility of all residents residing within the Accommodation.
- 4. Refunds of the security deposit and overpayments will be paid directly into your chosen bank account after the completion of the Accommodation Period and the return of keys to the Accommodation Officer. If there are no deductions to be made from your security deposit, refunds can take up to 28 days from the end date of the Residential Contract. However if there are deductions from the security deposit no refunds will be made until all costs have been assessed for all work carried out by contractors and so refunds may take longer than stated.
- 5. Continuing students may carry the security deposit forward to subsequent year's Accommodation. If your security deposit is subject to deductions you may have to make an additional payment to bring the value of the deposit back up to £100 (or £50 as applicable).
- 6. Any faults and repairs must be recorded on the inventory and submitted to the Accommodation Officer within 72 hours upon collecting the keys.

Section F – Damages

- 1. In managing the residential estate it is expected that a degree of normal wear and tear to the fabric of the facilities will occur. However should a resident and/or their guests cause damage beyond a reasonable degree of normal wear and tear, UCB will recover the full cost attributed to rectifying the condition. In some cases this may involve the costs associated with staff time. Where damage is caused to communal areas beyond a reasonable degree of normal wear and tear, and no individual or group is found liable, UCB will recover the full cost attributed to rectifying the condition and the cost will shared equally between all residents in the flat. UCB does not profit from the charges made, but merely seeks to recover costs incurred.
- 2. While damages will be on an individual basis, set out below are some of the standard charges levied:

Lost Keys Kitchen Clean Repaint of Room Bedroom Clean Rubbish removal (Bedroom) Cigarette/tobacco damage £20.00 (per key/fob) £15.00 (per person, variable fee) £65.00 (each repaint) £35.00 (per room) £10.00 (per bag) £40 (per room)

3. Any charges made can be appealed in writing to the Accommodation Officer within 14 days of receiving notification of the charge.

Section G –Vacating before the end of the contracted period

1. Any request by a resident to vacate the Accommodation before the end of the contracted period must be emailed to the Accommodation officer accommodation@ucb.ac.uk.



- An acknowledgement of the request to leave early will be issued confirming the receipt of the request and informing you of the procedure in order to terminate the contract. Please refer to <u>Section B.</u>
- 3. If any sum of money due from the resident to UCB relating to the Accommodation remains unpaid this may lead to UCB requiring you to vacate the Accommodation before the end of the contracted period. In such cases, you will still be liable to pay the Accommodation Fees due until the date the room is re-let to someone approved by UCB (acting reasonably) in accordance with <u>Section B(6-7)</u>, or to the end of the contracted period.
- 4. If you are in material or persistent breach of the conditions set out in the Residential Contract or these Terms then UCB is entitled, to refer you to the Disciplinary Panel as set out in the General Student Regulations. Should UCB take this action, you will be liable to pay for any reasonable administrative costs and loss of rental income to UCB. UCB's rights under this condition are in addition to its rights set out under <u>Section E</u>.
- 5. If you defer (suspend), withdraw, are withdrawn from your programme of study or are unable to engage with your programme of study for longer than sixty days, you will be required to vacate your Accommodation. In such cases you will be liable to pay the Accommodation Fees due until the date the room is re-let to someone approved by UCB (acting reasonably) or to the end of the Accommodation Period. UCB may permit a student who defers (suspends) to continue to live in the Accommodation in exceptional circumstances where permitted by UCB's Executive Management Team. In such cases, the Residential Contract will be terminated and UCB and the deferred student shall enter into a separate license.

Section H – How to sort out problems

- 1. The Accommodation Team aim to offer a responsive and effective service by delivering high quality facilities to residents. Where a complaint arises, we will provide a swift, fair and thorough response to your concerns.
- 2. In the first instance concerns should be directed to the staff on Site. If you are still having difficulty or are not happy with the progress being made, you are entitled to raise your concerns, in writing, with the Accommodation Officer. Within five working days of your written concern being received the Accommodation Officer will confirm receipt. Depending on the complexity of the issue, the Accommodation Officer will write to inform you of the outcome of the investigation and to let you know what action has or will be taken.
- 3. Should you wish to appeal the outcome of your complaint or if you still remain dissatisfied, you should write to the Director of Student Services and Wellbeing who will conduct a separate review.
- 4. At any stage you are able to contact the Guild of Students for guidance, support and advocacy. The Guild of Students will review your concern independently impartially.
- 5. If the issue has still not been resolved to your satisfaction, please refer to UCB's Student Charter (Grievance Procedure) which can be found (here).

Section I - Safety and Security

You are required to observe the following:

Fire Precautions

1. UCB works closely with the West Midlands Fire Service. Both organisations view the misuse of

fire equipment or intentional activations extremely seriously.



- 2. Each room is fitted with a smoke detection system. If this system activates the alarm you must evacuate the building immediately and not re-enter until either Accommodation Officer or the Fire Service tells you it is safe to do so. Ignoring a fire alarm is both dangerous and irresponsible and is considered by UCB to be a serious disciplinary offence.
- 3. You should familiarise yourself with evacuation procedures displayed in each kitchen and ensure that you are familiar with the location of fire exits and extinguishers, especially near your Study Bedroom.
- 4. All the doors at the Site are fire doors as directed by British Standards should be kept closed at all times. If there is a fire, these doors would inhibit the fire's progress and reduce the amount of smoke travelling through the building, giving the residents more time to escape. If these doors are propped open they become ineffective in an emergency and will put residents in greater danger.
- 5. It is a criminal offence to misuse or render ineffective any fire precaution devices, e.g. extinguishers, self-closing doors, smoke detectors or alarm bells. In the event of a fire it would be a serious hazard if any doors could not be opened or if vehicles were parked where they might obstruct emergency services. Residents found tampering with alarm systems, extinguishers or other such devices will be subject to a £200 fine, the full cost of damage and will face formal disciplinary action up to and including eviction. The fire brigade, with the support of UCB, may prosecute anyone responsible for a malicious call-out. Any charges incurred by UCB will recovered from the resident(s) concerned.
- 6. Firefighting equipment is provided for your safety. It should only be used in an emergency, but never when a fire puts you at personal risk.
- 7. Use of firefighting equipment invariably means the release of considerable amounts of water or foam, both of which can result in damage to the fabric of the buildings. Any person who does this maliciously will be financially responsible for the damage, but if he or she is not caught then the cost of any such damage will be borne, in the first instance, equally between all residents of the particular flat or block in question.
- 8. Fire risks must be avoided at all times. Inflammable substances such as petrol must not be stored in your Accommodation. Incense sticks, incense burners, oil and gas lamps and naked flames such as candles are a safety hazard and as such are not permitted. Frying food should not be left unattended and chip pans are strictly prohibited.
- 9. The fire detection system installed meets current British Standards and has been installed for your safety. The technology of the system enables it to detect sudden rises in either temperature or concentrated acrid substances such as smoke, aerosols, fire-fighting equipment etc., and will tell us where there is a problem by detector (room location). It also has the ability to learn about the environment in which it is installed. For the avoidance of any doubt, covering or removing the fire sensor will activate the alarm.

Safety

- 10. You are expected to behave in a respectful way to your fellow residents and to do nothing that puts them at risk or jeopardises their safety.
- 11. Individual use of communal facilities for the preparation of food should include a high standard of hygiene e.g. the immediate cleaning of dishes and pans and cleaning of communal areas.
- 12. Corridor areas must be kept absolutely clear at all times. Items such as telephones, clothes, shoes, rubbish bags, suitcases, sporting equipment, etc. are highly obstructive. Any obstruction in an area used for evacuation is a violation of basic health and safety regulations and may seriously affect your chances of escape in an emergency. If these items are not

removed/disposed of all residents who are



responsible for the communal area will be subject to the full cost of removal and/or cleaning of the area.

Security

- 13. External doors to the Accommodation are fitted with security locks. Please treat the external doors like the doors to your own home and close them behind you when entering and leaving the building. Do not leave keys in doors or kitchens. Ensure that all gates and doors are kept closed when not in use.
- 14. You should always close and lock your doors and windows at all times when leaving your Accommodation, even if it is only for a short time. Valuables such as mobile phones, cash and credit cards should be carefully safeguarded.
- 15. You are urged to label your valuables and ensure that you are aware of your insurance policy.
- 16. If you see strangers in your block always ask them who they are and why they are there. Do not admit individuals to the Site, blocks or flats unless they are your guests. Please ensure that you inform Security Staff if individuals who are not residents try to get access to the Site.



APPENDIX 1 – Universities UK Student Accommodation Codes of Practice

Where you live is a big part of being at university or college, which is why UCB is one of a number of universities and further education colleges that is signed up to The Student Accommodation Code.

The Code protects our students' rights to safe, good quality accommodation, to make sure our students get the best out of their time living in our residences. It outlines everything students can expect from our accommodation as well as their responsibilities as residents.

The Code has already raised standards of accommodation at UCB and underpins our ongoing dedication to our students. We are fully committed to providing a safe, comfortable living environment which will help support our students in leading a successful and enjoyable student life.

For further information regarding the UUK Student Accommodation Code follow the link below. <u>http://www.thesac.org.uk/</u>

