

Covid-19 Addendum to Brunel University London Licence Agreement

1. Because of the ongoing uncertainty caused by the COVID-19 pandemic and the likelihood that you will need to practice 'social distancing' during the Licence Period the University is adding these additional terms to the Licence Agreement. We have put these into this "Addendum" to make sure that these are brought to your attention.
2. This document is a part of your Licence Agreement with the University and is therefore part of the contract between You and the University relating to the Accommodation. Terms which are defined in the rest of the Licence Agreement have the same meaning here. Additionally, "We" means Brunel University London including its authorised employees, agents and representatives, and 'Us' and 'Our' should be interpreted accordingly.
3. This Addendum should be read together with any special terms in your Student Handbook (including any supplement we provide with your Student Handbook), which will also form part of the contract between You and the University.
4. You should read these documents very carefully and if You do not understand them You should take advice from a housing adviser, a citizen's advice centre, a law centre or other legal adviser.

What we require you to do

5. You agree during the Licence Period:

- a. To follow the latest Government guidance about social distancing and social isolation (if you display symptoms of COVID-19);
- b. To respect the safety of Our staff and other people living in the Hall of Residence with you by making every reasonable effort to minimise the risk of the spread of COVID-19;
- c. To follow any special procedures relating to living in the Halls of Residence which you are notified about, including instructions provided on posters.
- d. To follow any reasonable instructions given by a member of University staff relating to how to practice social distancing or self-isolation in the Halls of Residence.
- e. To have no overnight guests or visitors to your Accommodation.
- f. To have no large gatherings within your Accommodation or Hall of Residence

What you can expect from Us

6. The University agrees:

- a. To make sure that we are regularly assessing the risk of the spread of COVID-19 in all Halls of Residence.
- b. To make reasonable efforts to frequently clean and/or disinfect parts of commons areas of Halls of Residence such as bannisters and door handles.
- c. To make reasonable endeavours to ensure that our staff and other people who live in Halls of Residence abide by the latest social distancing advice.

Varying Our Services because of COVID-19

7. You agree that where any circumstances beyond the control of the University which are in any way connected to the COVID-19 outbreak make it impossible, or contrary to any law or official guidance to continue to deliver some or all of the services provided as part of the Accommodation, the University may suspend such services, and You shall not be entitled to any reduction of the Accommodation fee.

Rules about terminating the Licence Agreement early

8. If We are required to close the Halls of Residence due to circumstances in any way connected to COVID-19 we will take reasonable endeavours to find suitable alternative accommodation in property owned or managed by the University. We are usually able to find alternative accommodation, but if we close the Hall of Residence where you have been accommodated and we are unable to offer other suitable accommodation, We may terminate your Licence by giving reasonable notice to You.

9. In the unlikely event that we have to terminate your Licence Agreement under clause 8 of this Addendum we will refund a proportion of your Accommodation fees equivalent to the proportion of the Licence Period which is remaining and you agree that in these circumstances you will not be entitled to claim any additional costs for alternative accommodation or moving costs from the University.

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WELCOME TO BRUNEL ACCOMMODATION CENTRE AND RESIDENCES SERVICES

On behalf of the Accommodation Centre and Residences Teams, we would like to welcome you to Brunel University London.

The Rules and Regulations, which apply to all Residents, are set out in this document. Inevitably, there are many do's and don'ts, but we hope you will understand that they are designed with your welfare and safety in mind. We would ask you to take the time to read these regulations before you make a commitment to living in University residences, and to retain the regulations for future reference.

It is the University's responsibility to cater for the needs of all its residential students, and to nurture an environment which is primarily conducive to study, but which also respects the lawful wishes of individuals to enjoy themselves, provided that in doing so the community is not inconvenienced. That is why we need to ensure that all students abide by the Regulations. There is no reason for any student to find themselves on the wrong side of the Regulations if they are prepared to accept that reasonable behaviour and consideration for others, are the guiding principles for successful living in University residences.

The residence to which you have been allocated will become your home for the upcoming academic session. We hope that you will take full advantage of the extensive facilities that are available and make the most of your stay in residences.

Our achievements and commitments to you:

The Accommodation Centre and Residential Services of Brunel University London fully and actively support the principles of the Universities UK/SCOP Code of Practice for the Management of Student Housing. For further information please go to <http://www.thesac.org.uk/>.

Brunel University London is signed up to the UUK Code of Practice. The Code outlines best practice and provides benchmarks for the management and quality of student housing in the Higher Education sector. A full version of the UUK Code of Practice is available to download at <http://www.thesac.org.uk/>.

The Accommodation Centre and Residential Services are proud to say that as part of Commercial Services Directorate we were awarded the liP Gold Accreditation in June 2015. The Accommodation Centre and Residential Services have held an liP Accreditation since September 2008. Investors in People is a prestigious national benchmark of good practice, setting the standard for organisations to improve their business performance.

ENJOY YOUR STAY AND GOOD LUCK WITH YOUR STUDIES

SECTION 1 - Residences Rules and Regulations

1 LICENCE AGREEMENT

- 1.1 The type of room contract offered by the University to students living in Halls of Residence, is called a Licence Agreement. This is a legal contract whereby students share certain facilities, and regular access will be required by University staff to maintain and service the premises. Residents acknowledge that the Licence Agreement does not confer a right of exclusive possession in respect of any room or any other area within the Halls of Residence and nothing in the Licence is intended to create a tenancy. The Residents acknowledge that at the end of the Licence Period the Residents will have no right to remain in the room or any other area within the Halls of Residence. These Regulations form part of the Licence Agreement that all Residents must accept and sign up to, creating legally binding obligations with the University and the Resident. Residents should read the Licence Agreement and these Regulations before accepting the Licence Agreement. The Licence Agreement is governed by English law which international students may find quite different to the law in their own country. Residents should take independent advice before accepting a Licence Agreement, if required.
- 1.2 For the purpose of these Regulations, 'Residence' means any one of the forms of accommodation (Halls of Residence/Head Leases) let by the University to students. 'Accommodation' means a furnished bedroom at the Residence to be allocated on the student's arrival at University. 'Communal Areas' means any shared kitchen, bathroom, common or other room allocated to the Accommodation and those parts of the University's property which are necessary to gain access to the Accommodation. 'Resident' means any person who has a valid Licence Agreement for a room within a Residence. 'Security Personnel' means any officer or employee of the University or a company employed by the University for the provision of security services to the University. 'Residences Staff' means any member of staff reporting either directly or indirectly to the Head of Residences. 'Replacement Costs' means the costs of processing and cancelling the student's application, finding a replacement Resident (including preparing and completing the new Licence Agreement), cleaning and preparing the room for occupancy, carrying out maintenance and repairs, providing bed linen (if appropriate) the costs of administration including staff time the loss of accommodation fees whilst the room is vacant and any other administration expenses and losses incurred.
- 1.3 Disciplinary action (see regulation 21) may be taken against any Resident in breach of these Regulations. Disciplinary action may also be taken under the University's Senate Regulation No 6 (Disciplinary Procedures for Student Misconduct) where appropriate, to deal with the Resident's behaviour. Records are kept of any Resident in breach of the Regulations and any action taken, which will be considered when considering future applications for University accommodation. In cases of serious or persistent breach of the Regulations, the University is entitled to take steps to terminate the Licence Agreement (see regulation 21). Students are advised in writing of any financial liability arising out of a breach of the Regulations and these sums will be added to the student's University account for payment to be made within seven days. If the behaviour breaks the law, information will also be shared with the police who may take additional action.
- 1.4 As soon as reasonably possible after the University has received:
- The Resident's signed and dated Licence Agreement or the online electronically accepted Licence Agreement;
 - The accommodation deposit payment by cleared funds. If paying by Bank Transfer, the Accommodation Centre must receive a copy of the transfer receipt by the deadline stated in your Licence Agreement. Failure to provide the receipt, may result in your Accommodation being cancelled.

The Licence Agreement will be counter-signed/electronically signed and date-stamped by the University and at that point the Licence Agreement will be completed. This means that the Resident is bound to take, and the University is bound to grant the Licence of the Accommodation on the first day of the Licence Period stated in the Licence Agreement.

Keys/access cards to accommodation will not be issued until:

- The deposit of £ 250 by cleared funds has been paid by the deadline date on the Licence Agreement; and
- The Licence Agreement has been signed and received by the Accommodation Centre electronically or by post by the deadline stated on the Licence Agreement.

If these two requirements are not completed by the deadline date in the Licence Agreement, the offer of Accommodation will automatically lapse on that date.

- 1.5 The dates between which the Resident will be permitted to occupy the Accommodation will be specified in the Licence Agreement. Residents will not be permitted to stay beyond the end of their Licence Period unless they enter into a further Licence Agreement with the University prior to the end date of their existing Licence Agreement (see regulation 1.6). Licence start and end dates cannot be changed. **Postgraduate/Research students who have a submission date for coursework after the end date of their Licence will not be able to extend the Licence beyond this date. It is therefore important that you make alternative off campus arrangements for accommodation for the period after the end of your Licence Agreement or alternatively arrange to complete your dissertation before your Licence Agreement end date.**
- 1.6 If a Resident (or the partner of a studio) has been issued a Licence Agreement for 2019/20 until 10am on 6 September 2020 and has accepted their Licence Agreement and paid their deposit for a Licence Agreement for 2020/21, under certain circumstances Residents will be allowed to remain on campus between the end date of one Licence Agreement and the start date of another. Charges will apply for extra nights at the same rate as the accommodation fees for session 2020/21. The charge for this period of time will **not be** included in the Resident's Licence Agreement for 2020/21. Student Finance will issue Residents with an invoice for this charge which will be added to the Resident's student account and which will be payable by 7 October 2020. Please note that interest may be charged on unpaid charges which are overdue for payment (see regulation 9.6). Please note that Residents staying on campus during the interim period may experience some inconvenience and disruption during this time, as Communal Areas of the Accommodation e.g. kitchens and bathrooms (if in standard Halls of Residence) may require cleaning and maintenance. If your room is required for Conference booking over the summer, you may be moved to a temporary room whilst your new room is made clean and ready for you.
- 1.7 Campus accommodation is provided for students attending the Pre-sessional English Language course during the summer vacation period. Students who successfully pass the English Language course and meet the offer conditions for their main Brunel Undergraduate or Postgraduate course of study, will be offered continued accommodation on campus for the new academic year under the terms of regulation 1.6.
- 1.8 Students who verbally accept their Licence Agreement and/or collect the keys/access cards to the Accommodation and do not sign or electronically accept the Licence Agreement are bound by the Licence Agreement and the Terms and Conditions of the Residences Rules and Regulations.
- 1.9 If there is insufficient demand at the start of a session, for adapted rooms, by students with a disability, some adapted rooms will be offered to students who do not require adapted facilities. If you are offered an adapted room, you may be required to move to a non-adapted room during your stay in Residences as a result of an emergency. Please note that this does not affect all students, as the use of this condition is rarely exercised. All students offered adapted rooms are asked to sign a disclaimer at the time of accepting the Licence Agreement, to ensure they are aware of this requirement.
- 1.10 Undergraduates and PGCert students whose courses may extend beyond the normal Licence Period for Undergraduates/ PGCerts (e.g. June 2021) are required to notify the Accommodation Centre. The Accommodation Centre will do its best to accommodate the student in the same room, but this may not always be possible. Extra fees will be payable for any period the Accommodation is booked beyond the normal Licence Period.
- 1.11 Residents are not permitted to use the campus address to register a limited company or to operate a company from their Accommodation on campus.

2 SERVICES PROVIDED BY THE UNIVERSITY

- 2.1 The University will provide the following services as part of the accommodation:
- Furniture and fittings;
 - Mattress protector, duvet, pillow and bed linen on arrival;
 - Heating – As part of our commitment to environmental sustainability, heating will be available during specific times of the day and certain dates, as notified to you;
 - Lighting and water;
 - Shared or en suite bathrooms, shared kitchen and coin/card operated laundry facilities;
 - Insurance of the buildings;

- Basic insurance of personal effects (please check your insurance policy for any exclusions, as not all items are covered);
- Site security staff on campus;
- Repair and maintenance of the buildings (save for damage caused by students, which will be re-charged to the student's Brunel account);
- Housekeeping services in shared areas of accommodation;
- Internet Access (subject to Computing Services Terms and Conditions; this information can be accessed online at www.brunel.ac.uk/life/study-support/computer-services/accessing-the-network).

NOTE: Internet connection in your room will be activated once you collect your room keys/access cards. For students making internal moves, internet connection will only be activated in your new room once you have returned the keys/access cards to your previous Accommodation. If you remain in the same room, your internet connection should continue. For any enquiries relating to internet connection, please contact your Residences Reception. WiFi is available once you have received your student account details.

NOTE: Basic insurance of personal effects is included in the accommodation fees. Residents who have no separate insurance arrangements of their own and are intending to rely solely on the block insurance are strongly advised to check the cover provided under the policy and in particular, the exclusions. Further details are available as part of the e-induction process, prior to your arrival.

NOTE: Whilst lifts are provided in some buildings, access to these are not guaranteed as part of your Licence Agreement.

- 2.2 The University shall not be liable to students for any variation or suspension of its services where the variation or suspension is due to circumstances outside the University's control (unless the reason for the variation or suspension is a direct result of the University's negligence).
- 2.3 The University shall be entitled to withdraw any service, which is not an essential and necessary amenity, due to serious or persistent misuse of that service.
- 2.4 The University is entitled to gain access to the Accommodation whenever reasonably necessary to enable it to provide the services, and at any time in an emergency. If the university requires access to your bedroom then we will endeavour to provide you with 7 days notice, unless there is an emergency. Regular room checks will be carried out, for health, safety and welfare purposes, by University staff. University staff have the right to enter and check your room (other than personal effects) at reasonable times. Except in exceptional circumstances, where emergency work or where security staff are required, you will be informed 7 days before any visits by the University's staff or agents, and you will have the right to be present. Requests for maintenance/repairs will be deemed as an invitation to enter and as such, formal 7-day notice will not be given. You will not be given 7-day notice of access to the communal areas of your Hall/flat/house for routine housekeeping or maintenance checks.
- 2.5 1 mattress protector, 1 pillow, 1 duvet and bed linen are provided in all rooms on arrival. In Studios this is altered for 2 residents. Towels are not provided. Bedding may be returned to the Residences Reception if not required and this should be recorded on your inventory (see regulation 14.1).

3. RIGHT TO RELOCATE

- 3.1 Your room is provided as sole occupancy, unless the room has been designated as a co-habiting couples studio or flat room by the University. You must not allow any unauthorised person to occupy or share your room. You may be required to change rooms at the University's reasonable request. This Licence Agreement is not transferable to any other person.
- 3.2 We reserve the right to allocate you to (before the start of your period of residence) or move you to (after you have moved in) similar alternative Accommodation for reasonable management reasons including (but not limited to):
 - 3.2.1 Where we consider that we cannot reasonably carry out works to the Accommodation, the whole or neighbouring property (whether repairs or improvements) whilst you, and anyone living with you, remain in the Accommodation or;
 - 3.2.2 Where the Accommodation and/or the Hall is damaged, such that we consider (acting reasonably) that it is unfit for occupation for example due to flood, infestation, storm, damage, plant malfunction.
- 3.3 We reserve the right to require you to move to similar alternative Accommodation where we reasonably consider, that it is necessary to move you, to protect your well-being or the well-being of others or to prevent damage in the

Accommodation, whether because of your behaviour, or for any reason.

- 3.4 If we request you to relocate:
- 3.4.1 We will give you written notice and details of the similar alternative accommodation to which you will be moving. We will also notify you of the date of the move and will give you reasonable notice of this date (taking into account the circumstances). Certain circumstances may mean that the notice period may be as little as 24 hours;
 - 3.4.2 If the accommodation fee for the similar alternative Accommodation is more than the accommodation fee that you are paying for your current Accommodation, we will not charge you the higher accommodation fee and will continue to charge you the accommodation fee for your current Accommodation;
 - 3.4.3 If the accommodation fee for the similar alternative Accommodation is less than the accommodation fee that you are paying for your current Accommodation, we will charge you the lower accommodation fee as from the date on which you move into similar alternative Accommodation;
 - 3.4.4 If you do not move out of your current Accommodation when requested, accordance with our rights, the University can take legal action to enforce the move. If the University has to take legal action, you may be liable for the costs of the legal action.

4 CRIMINAL DISCLOSURE

- 4.1 If an applicant or their studio flat partner, is convicted of a criminal offence or is cautioned or charged by the police or other competent authority with a criminal offence, they must inform the University when applying for accommodation in properties owned or managed by the University. Failure to do so, will result in applications for accommodation being rejected and/or immediate termination of any existing Licence Agreement. Applicants and their partners are not required to disclose convictions or cautions that are “spent” under the Rehabilitation of Offenders Act 1974 (as amended).
- 4.2 If an applicant or their studio flat partner is convicted of a criminal offence which is not “spent” and/or who is charged with or cautioned in connection with fraud, burglary and sexual or violent offences, they will not be eligible for accommodation in properties owned or managed by the University. In cases of other offences or charges, applications and restrictions will be considered on an individual basis.
- 4.3 If a Resident becomes the subject of a criminal investigation or is charged with or convicted of a criminal offence or is cautioned by the police or other competent authority after accepting their Licence Agreement or taking up residence, the University may terminate their Licence Agreement. It is the duty of the Resident to inform the University immediately, and, depending on circumstances, their eligibility for accommodation may be re-assessed. Failure to disclose a criminal investigation may impact on the Resident’s right to remain in Residences.

5 THIRD PARTIES

- 5.1 The University, in granting a Licence Agreement to any Resident, does not thereby confer (or intend to confer) any right or benefit on any other student/Resident or third party.
- 5.2 Residents are responsible for the conduct of their visitors (and partners living in campus studio / flats) and must ensure that their visitors behave in a way which is consistent with these Residences Rules and Regulations. Where a visitor/partner’s behaviour would breach the Residences Rules and Regulations, if they were a Resident, the Resident who invited the visitor/partner into the residences, may face disciplinary action (see regulation 21) if circumstances justify.

6 ARRIVAL

- 6.1 From the Licence start date, any room which remains unoccupied seven days after the start of the Licence Period for that room, will be reallocated to another student unless the prospective Resident has carried out all of the following:
 - Accepted their Licence Agreement; and
 - Informed the Accommodation Centre in writing that they will be arriving late and the Accommodation Centre have agreed a new arrival date. The late arrival request form must be submitted on the following website in order to

notify the Accommodation Centre: <https://accom.brunel.ac.uk/apply>; and

- Made part payment of their first instalment of the accommodation fees as agreed by the Accommodation Centre; and
- Paid a £250 deposit by cleared funds.

- 6.2 Details of the expected date of arrival and any reason for late arrival must be given in advance of the start date of your Licence Agreement to the Accommodation Centre. Accommodation fees will be charged from the first day of the Licence Period stated in the Licence Agreement, not from the date of arrival. If a student has not arrived on the later date notified to the Accommodation Centre, the University may re-allocate the room. The University will try to contact students before a room is re-allocated, but if it has not been possible to make contact, the University will offer the room to another student. The £250 deposit payment will in either case be retained by the University to cover Replacement Costs. This also applies to Residents who are unable to take up their Accommodation because of a rejected or pending visa application. If an exception is agreed for a student to arrive more than 7 days after the start of the Licence Period, the student must make part payment of their first accommodation fees in advance of their arrival. If the Resident subsequently cancels their room or fails to arrive on the agreed extended date regulation 8.4 will apply.
- 6.3 Where a Resident collects their room key/access card to take up residence but has not accepted the Licence Agreement the Licence Agreement will be binding and the Resident will be subject to the Licence Agreement and the terms and conditions in the Residences Rules and Regulations.
- 6.4 On the day of arrival Students must bring:

6.4.1 Proof of identity (photo ID e.g. student ID card, passport, driving licence);

6.4.2 A copy of your arrival text/e-mail on your smart phone (or print out)

Please check that your contact details are up to date in the Accommodation Centre Hub so you can make use of the arrival information service.

7 PARKING

- 7.1 Students (and partners in campus studio flats) living on campus or within a two-mile radius of the University, are not eligible to apply for annual parking. They can use the pay & display areas between 8am and 4pm Monday to Friday. You can apply for 'Out of Hours' access which allows you to park on campus outside these hours. Once fully registered/ enrolled you can apply for this access to be added to your Brunel Student ID card via eVision under 'My University' and then click on the relevant parking application link.
- 7.2 The University does make exceptions for Blue Badge holders who can apply for annual parking via the Student Centre. Please note the University encourages the use of public transport and other sustainable methods of travel other than by car. Special arrangements will be in place at the start and end of each year so that new and returning students can load and unload their personal belongings (please visit our website for more information). For further information please visit website www.brunel.ac.uk/about/finding-us or contact the Student Centre at student.centre@brunel.ac.uk.

8 VACATING / EARLY TERMINATION

End of session vacating procedure

- 8.1 At the end of the session, students are required to vacate their rooms by 10am the morning of the last day of the Licence Period stated in the Licence Agreement. Keys/access cards returned after 10am will result in extra room charges (see regulation 8.2). Accommodation should be left to the standard expected in regulation 15.10. Failure to do so will result in additional charges being incurred in accordance with regulation 15.11.
- 8.2 If a Resident fails to move out on or by the due date and time they will be liable for additional costs including losses incurred by the University including the postponement/cancellation of a new Licence Agreement, re-arranging contract cleaning and maintenance work and the relocation of the incoming Resident, which would not have been incurred if the Resident would have moved out by the required time. The Accommodation is not regarded as vacated until it is empty of all belongings and **all** keys/access cards have been returned to your Residences Reception, including partner's keys/access cards for studio flats. **Outside normal office hours, keys/access cards should be posted through the Residences Reception letterbox in an envelope collected from your Residences Reception clearly marked with the student's name, student's number and room/flat/hall details.**

Student Finance will issue you with an invoice for this charge which will be added to your student account and is payable within seven days. Please note that interest may be charged on unpaid charges which are overdue for payment (see regulation 9.6). Disciplinary action (see regulation 21) will be taken by the University against any student who fails to move out by the due date and time.

Key/access card drop off points are located as follows:

Name of Hall	Drop off point
Faraday, Saltash, Chepstow, Clifton, Bishop, Kilmorey, Lacy, St Margarets, Southwark, Stockwell, Maria Grey, Borough Road, Gordon Halls	Residences Reception, Concourse Hall, Block D, Isambard Complex
Mill, Fleming, Galbraith, North, Meadow, Michael Bevis, Concourse, Stephen Bragg, West, Maurice Kogan, David Neave, Central, East, Runnymede, George Shipp, Trevor Slater, Shoreditch, Syd Ury, South, Brian Winstanley Halls	Residences Reception Concourse Hall, Block D, Isambard Complex

Keys/access cards should not be left at the Security Office or with a friend. Any additional fees under this regulation will be charged to the Resident's University account and will be payable within seven days of demand.

8.3 Where a Resident leaves the Accommodation at the end of the Licence Period and fails to return the room keys/access cards directly to the **Residences Reception**, the Resident will remain liable for the extra accommodation fees until such time as the keys/access cards are received by their Residences Reception. The Resident is not permitted to re-enter the Accommodation after the Licence Period has ended, even if the keys/access cards have not been returned to the Residences Reception.

Early Termination During Session

8.4 In the Licence Agreement, Residents agree to take the Accommodation for the full Licence Period. If a Resident vacates the Accommodation before the end of the Licence Period and/or returns their keys/access cards to the Residences Reception, the University will be entitled to claim accommodation fees for the whole Licence Period or until the Accommodation is re-let, whichever is the sooner, and a concessionary charge of £250 to cover the Replacement Costs. Except where:

- 1 The Resident vacated in the first 7 days of the start of the Licence Agreement. In such cases only a concessionary charge of £250 to cover the Replacement Costs will be made by the University or;
- 2 The Resident vacates from 1 April 2021 for UG/PGCert length contracts (including contracts that end in January or March) and 1 July for PG length contracts. In such cases the Resident will be charged for the whole Licence Period or until the Accommodation is re-let, whichever is the sooner however the concessionary charge of £250 to cover the Replacement Costs will not be applied.

8.5 Campus vacancies will first be offered to students on the Accommodation Centre waiting list. It is likely that it will take at least one week if not longer to find a new licensee however for some Accommodation no replacement may be found.

8.6 If a Resident wishes to terminate their Licence Agreement early, the following procedure will operate:

- 1 The Resident shall notify the Accommodation Centre in writing of the date they intend to leave.
- 2 The University will make the Accommodation available to let.
- 3 The Resident shall take all their belongings and leave their room in a clean and tidy condition by the agreed time on the agreed date and hand in their keys/access cards to the Residences Reception. There will be a charge for any missing or damaged items or extra cleaning required. Accommodation should be left to the standard expected in regulation 15.10. Failure to do so will result in additional charges being incurred in accordance with regulation 15.11.
- 4 The University will not accept the responsibility of being a bailee for any items left on University premises. Any items left in a room will be considered to be abandoned and will be disposed of without notice.
- 5 The Student Finance Office will issue you with an invoice for this charge which will be added to your student account. Please note that interest may be charged on unpaid charges which are overdue for payment (see

regulation 9.6)

- 6 The University is unable to seek a replacement Licensee during closure periods such as the weekend and University holidays (i.e. Christmas, Easter and Bank holidays). Charges will apply for the full period of the University closure. The University will begin to seek a new Licensee when normal office hours resume.
- 7 The University will add a concessionary charge of £250 to the Resident's University account and this sum will be payable within seven days.
- 8 The University will charge the Resident accommodation fees until a suitable/eligible replacement Resident is found by the University from the official University waiting list. Where a suitable replacement is not found the Resident will remain liable for accommodation fees until the end of the Licence Period.
- 9 The University will reimburse the Resident for the balance of any pre-paid accommodation fees/deposit remaining after deduction of the above charges.

Students who consider that they have exceptional mitigating circumstances for terminating their Licence Agreement early, can submit an Early Termination Mitigation Request Form at www.brunel.ac.uk/life/accommodation/early-terminationmitigation-request. The circumstances will be considered by the University on a case by case basis.

Changes in Circumstances

- 8.7 If your personal circumstances change during the course of your Licence Period, which affect your eligibility to remain in campus accommodation (e.g. you are expecting a baby and you wish to live with your new child/children after the birth), please contact the Accommodation Centre at bac@brunel.ac.uk. Please note that campus accommodation is not suitable for children. Regulation 8.4 will apply if you choose to move out before the end of your Licence Period.
- 8.8 Should the circumstances of the studio flat couple change (including relationship status), the main applicant and partner are required to notify the Accommodation Centre as soon as possible. Under certain circumstances the couple may be required to leave the accommodation (regulations 8.4 will apply) or move to alternative single accommodation (see regulation 10). For further details please contact the Accommodation Centre.

Charges for non-return of keys/access cards after vacating

- 8.9 A charge will be made for the replacement of each door key/access card or card lost or not returned, which will include the labour and parts associated with changing the lock and/or re-programming the lock. A charge will be made to any student or students, whose actions necessitate the re-coding/re-programming of any digital or electronic access control systems.
- 8.10 Charges will be added by the Residences Reception to the Resident's University account and will be payable within seven days of the Resident being notified of the charge.
- 8.11 Residents who are waiting for a decision on acceptance for a course, will still be liable for the accommodation charges in addition to the vacating procedure set out in regulations 8.4 and 8.6.

9 FINANCIAL

Accommodation Deposit

- 9.1 The £250 deposit will be held on the Resident's accommodation account and credited to the final instalment of accommodation fees. The deposit paid by a student who has accepted accommodation but subsequently fails to take up residence by the seventh day of the Licence Period or by the date notified for late arrival (see regulation 6.1 and 6.2) will not be returned but will be used by the University to off-set the Replacement Costs.
- 9.2 If the University has to cancel a Licence Agreement before the student is due to take up residence (and cannot offer alternative similar accommodation) the £250 deposit will be refunded to the student.

Instalment Dates and Accommodation Periods

- 9.3 Residents will be charged accommodation fees for the Licence Period stated in their Licence Agreement. At the start of term one, the Student Finance Office will send you a payment schedule/invoice, which will show the amounts you

must pay each term. **Please note this is the only notification/invoice you will receive. You will not be issued with an invoice each term therefore it is important you keep the schedule for later reference.** Accommodation fees should be paid in three termly instalments for undergraduate contracts and in four termly instalments for postgraduate/research contracts as follows:

Payment Date	Term	Accommodation Period (inclusive)	Weeks
7 October 2020	Autumn Term 2020	13 September 2020 to 12 December 2020	13 weeks
20 January 2021	Spring Term 2021	13 December 2020 to 13 March 2021	13 weeks
28 April 2021	Summer Term 2021	14 March 2021 to 5 June 2021	12 weeks
30 July 2021	Summer Vacation 2021 (postgraduate/research contracts only)	6 June 2021 to 4 September 2021 Or 6 June 2021 to 14 September 2021	13 weeks 14 weeks and 3 days
6 October 2021	Autumn 2021 (postgraduate/research January starter contracts only)	5 September 2021 to 2 January 2022	17 weeks and 1 day

NOTE:

- All students living on campus will receive notification of their payment dates and amounts, as set out on their Licence Agreement.
- Some categories of student may be eligible for a monthly payment schedule. Details of this will be available from the Student Centre, once you have registered at the University.
- You can view your Brunel Student finance account on eVision under 'My Money'. This allows you to check when your next accommodation fee instalment is due and how much to pay.

Early Arrival

9.4 Students arriving early to their accommodation without prior notice to the Residence Reception are unlikely to be granted entry to their room. If entry is permitted, then a nightly rate will be applied to the Resident's account. Please note that early entry is at the discretion of the Residence Management and not guaranteed. If you wish to arrive early, we would advise you to book in advance by completing the online early arrival form at <http://accom.brunel.ac.uk/apply>

9.5 Students liable to pay any additional charges under these regulations are required to pay them promptly at the Income Office.

Additional Charges for non-payment of Accommodation Fees

9.6 Residents will be charged interest on any sum due under the Licence Agreement at 3% a year above the Bank of England's base rate from time to time from for the period when the sum became due, until payment is received, whether before or after judgement. All monies due under the Licence Agreement will be recoverable as a debt. Charges will be invoiced to the student account and will be payable immediately on receipt of invoice. Non-payment of accommodation fees pursuant to the Licence Agreement, may result in the University taking legal action to end the Licence Agreement. If the University has to take legal action, you will be liable for the costs of the legal action.

Student Finance will issue you with an invoice for this charge which will be added to your student account and is payable immediately. Payment/s may be made by credit/debit card at the campus Income Office.

Rebates and Refunds

9.7 Reduced accommodation fees will not be permitted for late arrivals or early departures, except under the terms set out in regulation 8.4.

9.8 No refund will be made and regulation 8.4 will not apply to a Resident whose Licence Agreement is terminated because of the Resident's serious or persistent breach of its terms or where the Resident is expelled from the University under its Disciplinary Regulations (University's Senate Regulation No 6 -Disciplinary Procedures for Student Misconduct). Pre-paid accommodation fees including the Deposit will be used to offset any financial claim, which the University may have against the Resident.

9.9 Rebates are not given to students who do not occupy their rooms during the Christmas, Easter or Summer breaks. Regulation 8.4 will apply to **all Residents** who vacate their rooms before the end of their Licence Agreement. After keys/access cards are returned to the Residences Reception students should contact the Student Centre for information on their student account balance by emailing student.centre@brunel.ac.uk.

Outstanding Money and Charges

9.10 Students who have outstanding accommodation related charges owed to the University will not be offered or allocated future accommodation until all outstanding accommodation related charges have been paid.

9.11 Students with outstanding accommodation related charges will not be eligible for gesture of goodwill payments in relation to their accommodation.

9.12 Students liable to pay any outstanding accommodation related charges are required to pay them by cheque or credit/debit card to the Income Office.

Cancellation

9.13 All students will have seven days (the Initial Seven Day Period) from the payment date of their deposit (the payment date is counted as the first day) to cancel an allocation/room offer and receive a full refund of the deposit (provided the Licence Agreement does not begin within this seven day period).

9.14 If a contract is cancelled within 7 days of the Licence Agreement start date, £250 will be retained by the University to cover the Replacement Costs.

9.15 Except in the Initial Seven Day Period all students from 6 September 2020 will be charged £250 cancellation charge to cover the Replacement Costs. This includes students attending a formal University Placement.

9.16 All cancellations must be put in writing to the Accommodation Centre by completing the online cancellation request form at <https://accom.brunel.ac.uk/apply>.

9.17 Residents (and partners in campus studio flats) who are not full-time students, may be liable to pay council tax. It is the responsibility of the Resident to check this.

10 ROOM EXCHANGES

10.1 Residents may not exchange rooms without the prior written consent of the Accommodation Centre. Residents wishing to exchange rooms must apply online at <https://accom.brunel.ac.uk/apply>. The application form for a room exchange sets out the conditions, which Residents must meet, and these include a payment of £50 per person in advance of the exchange taking place. Accommodation fees may vary if a Resident changes their type of room and the fees will be set out in the new Licence Agreement which each exchanging Resident will be required to sign/accept. Any increased fees will be payable in advance of completion of the Licence Agreement.

10.2 Residents moving from a studio flat to two single rooms will each need to pay the £50 room exchange charge. Similarly, two Residents moving from single rooms to a studio flat will each be required to pay the £50 room exchange charge. If the partner of a studio flat Licence Agreement holder move to a single room and their partner vacates, only one £50 room exchange charge will be payable.

10.3 Residents exchanging rooms without following the procedure in regulation 10.1 will be required to move back to their original allocated rooms and each pay a charge of £50 to cover the University's costs.

10.4 Not all room exchanges will be possible especially where students are exchanging with a student on a different course level e.g. undergraduate and postgraduate students.

10.5 Students who have outstanding accommodation related charges owed to the University will not be eligible for a room exchange until the outstanding accommodation related charges have been paid.

- 10.6 Room changes to vacant rooms: after a period of 6 weeks from start of session, applications will be considered from students who want to move to a vacant room. A charge of £50 will apply and regulations 10.1, 10.2 10.3 and 10.5 will apply. Room offers cannot be guaranteed. The Licence Agreement commits a Resident to take the accommodation named on the Licence Agreement for the full letting period. In the first instance and for the first 6 weeks of session priority will be given to students without accommodation rather than students seeking to change rooms.
- 10.7 A Resident who is granted a room exchange by the Accommodation Centre must return the keys/access cards for their original room to the appropriate Residences Reception by 10am on the next working day following the date agreed by the Accommodation Centre for the move. A nightly charge for the new room and additional costs (regulation 8.2) for the original room will continue to be applied for keys/access cards not returned to the Residences Reception on the following working day. Residents are required to comply with regulation 15.10 when vacating their room.
- 10.8 A room exchange is considered completed when students return their new room inventory paperwork to their new Residences Reception. A nightly charge for the new room and additional costs (regulation 8.2) for the original room will continue to be applied until the inventory paperwork has been returned to the Residences Reception by the date and time agreed by the Resident and the Accommodation Centre.

11 VISITORS/GUESTS

- 11.1 These regulations apply to Residents, visitors and guests. Residents are responsible for ensuring that their visitors (and studio flat partners) comply with the Residences Regulations at all times within the Residences or on University property.
- 11.2 For safety reasons, only the authorised Resident (or registered studio flat partner) is permitted to reside overnight in the allocated accommodation, unless arrangements have been made in advance with the Residences Reception. Please note that only one overnight guest per resident is permitted.
- 11.3 As University accommodation is only suitable for adults, no person under 18 years of age (other than a Resident with a valid Licence Agreement) may occupy or stay overnight in the Accommodation.
- 11.4 The authorised Resident of a co-habiting couple studio flat is responsible for the behaviour of their partner. The University Residences Rules and Regulations apply to the partner, who must comply with them.
- 11.5 Resident's guests are permitted to remain in the accommodation, for a maximum of 3 consecutive nights per week. If any concerns or complaints are received, the guest may be asked to leave immediately. Requests for a guest to stay in the accommodation, must be submitted in advance, to the Residences Manager via email to res@brunel.ac.uk. Guests will not be provided access keys or cards during their visit. Residents must not give visitors their access keys and/or cards.
- 11.6 The University reserves the right to limit the visitors that you have at any time. Such limitation may be based upon the number of visitors, the identity of visitors or a restriction on the time at which they visit. You must ensure that any visitors comply with the terms of this Licence Agreement and you are responsible for the behaviour of your visitors and for any damage or disturbance they may cause to the University property or to other residents.
- 11.7 The University will take immediate steps to evict unauthorised occupiers, including court proceedings where necessary. If the University has to take legal action, you will be liable for the costs of the legal action.

12 CONDUCT

- 12.1 You are now living as part of a community on campus and it is important to remember that your behaviour and the behaviour of your guests will impact on other people living in surrounding rooms and buildings and the local area. Residents and their guests are therefore expected to conduct themselves with respect for one another and non-university neighbours.
- 12.2 Residents must have respect for the property and belongings of others and not use, 'borrow' or damage any items / foodstuffs which belong to others, without obtaining the owner's permission in advance.
- 12.3 Residents must conduct themselves in a responsible and considerate manner and refrain from any conduct likely to

bring discredit to them, or to the University.

- 12.4 Residents and their visitors (and studio flat partners) agree to accept the authority of the Residences Staff and Security Personnel and comply with their instructions.
- 12.5 Residents must have regard for the safety of themselves and other Residents and visitors and must observe all Safety and Fire Regulations applicable to the Residences (see regulation 17). In particular, Residents must not tamper with any fire-fighting equipment or any other safety equipment, block sounders, prop open any fire door or disengage door closure mechanisms.
- 12.6 Brunel Student ID cards must be shown or surrendered to Residences Staff and/or Security Personnel upon request.
- 12.7 Residents must not hand over keys/access cards or allow access to University buildings by any person other than a member of Residences or Accommodation Centre Staff or an authorised member of University staff. Only the authorised Resident/s may enter their accommodation.
- 12.8 Guests are not permitted to remain in the room in the absence of the Resident.
- 12.9 Any person entering or leaving a Residence must do so by the main entrance door and must not use the windows or 'emergency only' doors for this purpose, unless there is an emergency.
- 12.10 No person (including authorised Residents and Guests) may remain overnight in any area other than a bedroom in the accommodation.
- 12.11 A Resident is required to allow access to the accommodation at reasonable times as reasonably required by an authorised member/s of University Staff or contractors hired by the University. Residents will be notified of any planned maintenance programs at least 7 days in advance, this will not be possible for emergency maintenance works.
- 12.12 Residents must not allow an unauthorised student or any other person to take over, share or stay in their accommodation. Any such Residents and unauthorised occupants will not be eligible for University accommodation in the future.

13 NOISE AND NUISANCE

- 13.1 Noise and disruption inside or outside residences is disturbing and upsetting to those trying to study or sleep. It is often the result of thoughtlessness. It is however, unacceptable for noise or disturbance to disturb others for any reason, at any time.
- 13.2 Each Resident is required to show consideration to other Residents at all times. Residents must not cause a nuisance of any kind to other occupants of their residences or to others living on campus or those living in private properties adjacent to the campus.
- 13.3 There must be no noise audible from outside a residence, between 11pm and 8am. 'Noise' includes animated discussions, slamming doors and shouting. Loud music must not be played at any time. Any other form of disturbance at any time, is prohibited. It is essential that individuals should have the freedom to rest and work undisturbed and, therefore, reasonable quiet must be maintained at all times. Unreasonable levels of noise will not be tolerated at any time of the day. In line with the Antisocial Behaviour Act 2003 a particularly serious view will be taken of noise after 11pm and before 7am. By way of an example, music which is audible outside the room in which the equipment is located will be considered to be an unreasonable noise level. If you cause a noise nuisance, you may be subject to disciplinary action under the University's Regulations.
- 13.4 Musical instruments must not be played in the Residences. Practice rooms are available on campus.
- 13.5 Mixing decks and/or professional sound systems and equipment, must not be used in the Residences.
- 13.6 Parties or gatherings are not permitted in and around the Residences; they should be held on Student Union premises, with their permission obtained in advance.

- 13.7 The playing of ball games in or around the residential buildings is not permitted.
- 13.8 Residents are not allowed to keep animals or pets in the Residences, except animals required for the aid of a disabled person and these must be approved by the Disability and Dyslexia Office and registered with the Residences Reception, in advance. In such cases the RSPCA will be called to remove all animals.
- 13.9 Skateboards, roller-skates and scooters are not to be used in or around the Residences.
- 13.10 Water and snow fights are not permitted in or around residential buildings.
- 13.11 Residents disturbed by noise outside normal office hours should if they so wish, to try resolve with the people causing the noise. If this is not successful or you prefer, you should seek assistance at the time of the incident from Security Personnel. The Security Personnel will deal with the situation and pass a report on to the Residences Reception, the next working day. Residents should also visit the Residences Reception the next working day, in person, to file a report.
- 13.12 Residents must act reasonably and co-operate, if asked by another Resident to make less noise.
- 13.13 Outside the Residences, students should not shout, chant or sing, particularly if returning to Residences in the early hours of the morning. This can cause great distress to others and accordingly, such incidents are usually referred for disciplinary action under the Disciplinary Procedures for Residents (see regulation 21) or provisions under the University's Regulation No. 6 (Disciplinary Procedures for student misconduct). Where warranted, the University will refer the matter to the police.
- Unmanned Aerial Vehicles (UAV's)***
- 13.14 The recreational use of UAV's (e.g. drones, balloons, and model aircraft) on Brunel University London land is prohibited. Residential drone users on campus are directed to recreational open spaces. Further information on UAV's can be found at <http://www.caa.co.uk>

14 DAMAGE AND LOSS

- 14.1 When you collect the keys/access cards for your room you will receive an inventory sheet for your room and kitchen. It is important for you to check and complete the inventory, as this will allow you to comment on the condition of your room and note if there are any damaged or missing items when you first move in. Please complete the Inventory fully and report any discrepancies within 48 hours after collecting your keys/access cards, as otherwise the Residences Reception shall assume that the inventory is correct. Please return your inventory to your Residences Reception. After you have completed the inventory, all defects, damage, losses and breakages relating to accommodation, Residences or University property must be reported without delay to the Residences Manager, who will require the Resident to complete a maintenance request form online at: <https://brunel-prod.planoncloud.com>
- 14.2 Residents will be required to pay for the full cost of repairing damage to their accommodation/Residences or University property and for repairing or replacing damaged or missing contents unless (in the reasonable opinion of the Residences Reception) the damage does not exceed fair wear and tear or is caused by an insured risk. You will be required to pay the cost of repair/replacement, and if appropriate, may be subject to disciplinary action (see regulation 21).
- 14.3 Unless responsibility is accepted by one or more persons, Residents of all rooms in the accommodation will be liable equally for the full cost of repairing damage to Communal Areas and for repairing or replacing damaged or missing contents unless (in the reasonable opinion of the Residences Reception) damage does not exceed fair wear and tear or is caused by an insured risk. Any student who considers they are not liable with good reason (for example, they have documented evidence to show they were away when the damage was caused) has the right to appeal to the Residential Services Manager or their representative.
- 14.4 Any costs for which a Resident is liable under regulations 14.2 or 14.3, will be added to their University account and will be payable within seven days of notification.
- 14.5 Wilful damage to and vandalism of University property and the property of others, is taken seriously by the University, and the Resident/s will be required to pay for all damage caused and may be subject to disciplinary action (see regulation 21) by the University or the authorities.
- 14.6 Students who lock themselves out of their Residential buildings and who need to regain access **outside normal office**

hours, may seek assistance from Security Personnel. Identification must be produced and such requests for assistance will not take priority over other duties of the Security Staff. There will be a standard charge of £15 for this service, which will be added to the Resident's University account and will be payable within seven days of notification.

- 14.7 Students who lock themselves out of their Residential buildings and who need to regain access **during normal office** hours may seek assistance from the Residences Reception. Identification must be produced and such requests for assistance will not take priority over other duties of the Residential Team. There will be a standard charge of £15 for this service, which will be added to the Resident's University account and will be payable within seven days of notification.

15 PROPER USE OF FACILITIES

- 15.1 Shared kitchen facilities for self-catering are provided in the Residences. Only the Residents allocated to them may use the kitchens unless the allocated kitchen is out of order and cannot be used. Each shared kitchen is equipped with a cooker, fridge/freezer, toaster, microwave and kettle, but students are required to provide their own cooking utensils, crockery and cutlery. Storage areas are provided in each kitchen.
- 15.2 Drinking water is only available from the cold tap in kitchens. The water in the bedroom/bathroom is not suitable for drinking.
- 15.3 Any personal posters / pictures displayed outside of your bedroom which cause offence will be removed.

Resident's cleaning responsibilities

- 15.4 Housekeeping services in shared areas of accommodation will be carried out in accordance with the notices displayed in kitchens. Residents are required to keep all shared areas clean, free from litter and in good order in between scheduled services. The University provides Housekeeping services as part of the continued maintenance programme. You are responsible for the cleanliness and order of your bedroom and communal areas and for disposing of personal refuse from your room to the designated refuse areas. If, during housekeeping checks, it is found that your bedroom or the communal area requires additional cleaning you will be cautioned. If during subsequent checks it is found that your bedroom or the communal areas continue to require additional cleaning, you will be charged.
- 15.5 You are responsible for cleaning your room and any en suite bathroom, on a regular basis.
- 15.6 It is particularly important that Residents carry out the following in preparation for your housekeeping staff to carry out their duties:
- Keep clean all communal and shared areas in between published housekeeping visits.
 - Separate all waste and dispose of it, in the appropriate bins.
 - Empty bins, when full and remove the contents to external bins.
 - Empty waste bins and remove all contents to external bins at weekends.
 - Complete and store away washing up daily, leaving surfaces clear.
 - Wipe down kitchen worktops and surfaces.
 - Clear all floors.
 - Clear up all spillages on cookers and surfaces, when they happen.

If your housekeeping staff are unable to carry out the tasks expected of them or if (in the reasonable opinion of the University) the accommodation (both personal and shared areas) is not maintained to an acceptable standard of cleanliness or tidiness, you will be notified and given the opportunity to clean and tidy. If you do not clean and tidy to an acceptable standard, the University will be entitled to carry out the cleaning dispose of rubbish etc. and the cost of this will be charged to the Resident/s of that area. Any student who considers they are not liable, with good reason, (for example, they have documented evidence to show they were away when the damage was caused) has the right to appeal to the Residences Management or their representative. Notification about the unacceptable standard of cleaning within Residences, will be provided in the form of a poster/letter left within the relevant area.

- 15.7 The University reserves the right to temporarily withdraw housekeeping services. Residents may not use the kitchens while housekeeping staff are carrying out their duties.
- 15.8 University staff will inspect accommodation at regular intervals. You will be notified when inspections are due to take place.
- 15.9 Resident/s will incur charges where vomit and/or bodily fluids (eg blood, urine and faeces) require cleaning. Please note there will be a delay for this service as an external cleaning company is used.

- 15.10 Prior to departure you are required to:
- Remove all rubbish to appropriate bins or the external bins.
 - Vacuum your bedroom floor.
 - Dispose of unwanted food from the kitchen appropriately.
 - Cleared your shelves
 - Emptied the fridge / freezer
 - Replaced all items of furniture to their original position
 - Remove all personal stickers and posters from bedroom and communal areas
- 15.11 There will be additional charges for accommodation not left to a satisfactory standard on departure.
- 15.12 The Residences Reception is committed to seeking opportunities to improve service delivery and may occasionally carry out trials of new service delivery options, seeking your feedback. We will inform Residents in advance of any changes to service delivery which may occur.
- 15.13 The University does not accept responsibility for any loss of or damage to personal belongings (including from kitchens/communal areas) unless it is as a result of the University acting negligently or in breach of these regulations. In the interest of security, students should keep kitchens locked wherever possible.
- 15.14 Posters/pictures/photographs and any other decorative items may only be affixed to pin boards. Spray snow must not be used. Residents must remove all posters and personal belongings at the end of their Licence Period. All costs reasonably incurred by the University for extra cleaning or decorating because of a breach of this provision will be charged to the Resident and payable within seven days of invoice.
- 15.15 Project work (for example, carpentry, painting, spraying, metalwork, soldering, and welding) is not allowed in the Residences, nor is the use of power tools and associated items of equipment (e.g. workmates). Any damage caused by these actions will result in the Resident/s being invoiced for the full cost of repair/replacement.
- 15.16 For safety reasons, Residents must not keep or use cooking appliances (eg kettles, microwaves, portable hob, toasters etc.), fridges or freezers in their bedrooms. If you need an appliance in your room for medical reasons, you are required to contact the Disability and Dyslexia Office in advance, who will assess your needs and inform the Accommodation and Residences Teams of your requirements.
- 15.17 Residents must not decorate their accommodation or make any alterations to it.
- 15.18 The University does not accept responsibility for any loss or damage to personal belongings from the Residences unless it is as a result of the University acting negligently or in breach of these regulations. In the interests of security, Residents should keep bedrooms locked wherever possible.

16 FURNITURE, FITTINGS AND FURNISHINGS

- 16.1 Furniture, fittings and furnishings provided by the University are for the use of Residents only, at the locations where they are placed. They must not be moved to different rooms. At the end of the Licence Period, all these items must be in the same position within the accommodation, as they were at the start of the Licence Period. Furniture, fittings and furnishings provided by the University must not be dismantled or tampered with. Furniture specifications may differ between halls.
- 16.2 Residents must not bring additional furniture into accommodation without prior written permission from the Residences Reception. Any additional item comprising textiles must bear a sticker stating that it complies with The Furniture and Furnishings (Fire Safety) Regulations 1988 (as amended) or permission will not be given. Permission will be refused where the item constitutes a hazard for any other reason.
- 16.3 Residents are not permitted to bring into University premises washing machines, tumble dryers or dishwashers.
- 16.4 Television satellite dishes are not permitted in or on the Residences. Residents must not fix television or radio aerials to the Residences. Freeview boxes are permitted. Unfortunately, we cannot guarantee the TV aerial signal strength or reception. A TV licence is required if Residents have any equipment which is capable of receiving a television signal. This is the responsibility of each Resident.

- 16.5 Residents must not install telephone or telecommunications cabling in the accommodation. The use of all computer equipment, laptops, mobile phones and other electronic and communication devices must be in accordance with the University's Computing Services Terms and Conditions which can be accessed online at www.brunel.ac.uk/life/study-support/computer-services.
- 16.6 Electric vehicles may not be charged using electric power sources in or around Residential buildings.

17 SAFETY AND SECURITY

- 17.1 Students are required to take reasonable care of their own health and safety and that of others. They are expected to co-operate with the University on all matters of health and safety; to comply with University instructions on health and safety; to promptly report any University-related accident, hazard or instance of ill-health and to adopt a responsible attitude overall. In particular, Residents must not tamper with any equipment or device provided for reasons of safety and must avoid putting themselves at risk (e.g. by climbing in or out of windows tampering with window restrictors).
- 17.2 Most of the Residences Regulations are made on the grounds of safety and Residents must at all times have regard for their own safety and the safety of others on the University's premises.

Security

- 17.3 Entry doors to all residences are controlled by a card entry system. Residents must always shut the doors after use. Residences staff will secure all unlocked doors.
- 17.4 Residents who will be absent from their Residence for more than seven days, must first notify their Residences Reception. If you fail to notify the Residences Reception about your absence, it may be assumed you have vacated before the end of your Licence Period. The Residence Office will attempt to contact you by telephone and by email using the details stored on your accommodation account. If we do not receive a response from you within seven days it will be assumed you have vacated your room. The room will then be cleared of any remaining belongings and subject to the conditions laid out in these rules and regulations, including the payment of Replacement Costs.
- 17.5 The University does not accept liability for any loss of, or damage to, personal property (including motor vehicles and motorcycles) on the University's premises, unless in breach of the University's obligations or as a result of the University's negligence. Students are responsible for the security of their personal property and should ensure that bedrooms, flats and communal doors are securely locked.

Fire Safety

- 17.6 Fire safety equipment is provided for the safety of our Residents, guests and staff. Care should be taken not to activate fire safety equipment unnecessarily.
- 17.7 Residents must never ignore the alarm evacuation procedures other than at notified testing times.
- 17.8 Electric, gas, oil or other heaters, other than those provided by the University, are not permitted in any part of the Residences.
- 17.9 Irons must not be used without an ironing board and must not be left on when unattended. Ironing items on the carpet is strictly prohibited.
- 17.10 For safety reasons deep fat frying is not permitted in the Residences and cooking appliances must only be used in kitchens and not left unattended at any time whilst in use.
- 17.11 Any electrical appliance placed in a Communal Area must undergo a Portable Appliance Test (PAT) every year, in accordance with the University's policy found online at <https://intra.brunel.ac.uk/safety/policiesandguidance/Pages/default.aspx>. Electrical appliances in Communal Area will be checked termly to ensure they comply and any appliances which do not comply will be tested. A fee is payable for any appliance which is tested. The Resident who brought the appliance into Residence is responsible for ensuring it is safe. If an electrical appliance in a Communal Area develops a fault, or a Resident believes it to be unsafe, the Resident must promptly report their concerns to their Residences Reception.
- 17.12 Items that have undergone a PAT will be labelled. If the University finds any electrical appliance in the Communal Areas without a current PAT label, the University will remove it from the Communal Areas, and leave a receipt for the item.

The University will keep such items until claimed (proof of ownership may be required) but if the item is claimed before the end of the Resident's contract period, the University may insist on the item undergoing a PAT (at the Resident's expense) before releasing the item to the Resident. The University may refuse to release any item before the end of the Resident's Licence Period, if the item does not pass a PAT or is intrinsically unsafe for use in Residences. The University accepts no liability for any electrical equipment placed in the Communal Areas by Residents or their visitors. The University shall be entitled to dispose of any electrical item removed from the Communal Areas which has not been claimed within 7 days of the end of the Licence Period. Any Resident who uses an unlabelled appliance in the Communal Areas should be aware that it has not been approved as safe by the University and should not use it without the University's permission.

- 17.13 All rooms have 13 amp sockets; a multi-point extension block on the end of a cable with a fused plug may be used. Multi-adaptors are not permitted.
- 17.14 Corridors, doorways, staircases and entrances must not be obstructed in any way. This includes placing items outside, around and beside doors (e.g. bins, clothes horses, bikes, suitcases, rubbish, shoes).
- 17.15 Smoking or use of e cigarettes is not permitted in the Residences.
- 17.16 Smoking is permitted only in open spaces well away from any building entrances or windows through which smoke could penetrate, being not less than 4 metres from any building.
- 17.17 Incense, candles or any object which smoulders or uses or has used coals (eg Shisha), charcoal or has a naked flame must not be brought into Residences. For safety reasons, Residents must not use mains powered fairy lights in their room. Fairy lights only operated by battery, are permitted.
- 17.18 Barbecues are not allowed in or around Residences. Barbecues may be held in designated barbecue areas only (which are located away from Residences) with prior written permission of the Security Office.
- 17.19 On hearing the fire alarm, Residents must leave the building immediately and proceed to the designated Assembly Point. Fire evacuation procedures are posted on the inside of doors in accommodation. Residents should familiarise themselves with these. Residents must not return to the building unless instructed by the Fire Brigade or an authorised member of University staff.
- 17.20 Residents must not tamper with or move any of the fire safety equipment (including door closure mechanisms, smoke/heat detectors, fire alarms, fire extinguishers, sounders, Evac Chairs, using fire extinguishers as doorstops). Tampering with the fire safety equipment is illegal and dangerous. To do so is a criminal offence and in addition to any disciplinary action (see regulation 21) the University may take, the University will report appropriate cases to the authorities.
- 17.21 The University takes fire safety very seriously and will take disciplinary action (see regulation 21) for any incident involving a breach of fire safety regulations. These Residence Regulations form part of a Resident's Licence Agreement. Failure to comply is a serious breach of the Licence Agreement for which the University may take proceedings to terminate the Licence Agreement.

Medical and Health

- 17.22 Any Resident who is ill or has an accident must inform the Residences Reception or Residences Ambassadors as soon as reasonably practicable. You may do so by email to illnessinhalls@brunel.ac.uk or by telephoning +44 (0)1895 265499. Any accident which results in attendance at hospital and any absence resulting from an accident, should be reported immediately by telephone to the Safety Office on extension 66415 or 66416 or externally on +44 (0)1895 269759 – in addition to completing an accident form.
- 17.23 Any Resident who is ill or becomes aware that another Resident is ill or has had an accident should inform the Residences Reception or Residences Ambassadors without delay if they have a reason to suppose the ill or injured Resident has not done so themselves.
- 17.24 If you have been allocated accommodation on medical grounds, it is advisable for you to contact your Residences Reception to discuss your individual needs in residences, at the earliest opportunity. Please make sure that you speak with your Residence Manager on arrival who will provide details of your Personal Emergency Evacuation Plan (PEEP), if applicable. Support and advice is also available from the University's Disability and Dyslexia Service. Residents who develop a disability during their stay in our accommodation and who require any adaptations to their accommodation

should first contact the University's Disability and Dyslexia Service and also arrange to meet their Residences Staff in the Residences Reception, to discuss individual needs.

- 17.25 The Medical Centre is located adjacent to Saltash Hall. Please note the Medical Centre does NOT provide a 24 hour service. All Residents are expected to register with the University Medical Centre during the first week of term. Please visit <http://sites.brunel.ac.uk/medicalcentre> for further information.

Weapons, Explosives and Hazardous Items

- 17.26 Residents must not keep in residence or bring into residence or have in their possession in or around any University premises or Residential buildings, any explosive (including fireworks) or flammable materials, firearms, airguns or any other type of gun, any offensive weapon (or any item which could be used as or perceived to be an offensive weapon) even if they hold an applicable licence.
- 17.27 Residents must not keep in Residence or bring into Residence any item which is, or is likely to become, hazardous to the health and safety of themselves or others.
- 17.28 The University shall be entitled to remove any prohibited item, immediately and without notice. For safety reasons, the University shall be entitled in its reasonable discretion to decide whether or not an item is, or could be, a prohibited item (e.g. illegal or controlled substances, an offensive weapon or items hazardous to the health and safety of others). Perishable items will be disposed of. In appropriate cases, the University will hand the item to the police. In other cases, the item will be returned to the Resident at the end of the Licence Period. The University will not be responsible for the security of confiscated items. These can include, but are not limited to:
- The possession of firearms (including replicas, models, airguns, pellet guns and paint ball guns), knives or offensive weapons.
 - Any animal, bird, fowl, reptile, fish or pet of any kind (except for registered assistance dogs).
 - The use of any oil, paraffin, gas or electric heating other than that provided by the University. Any such items found will be removed and returned to you upon your vacating your room.
 - The maintenance or storage of bicycles or motorcycles, in corridors, kitchens, bathrooms, landings or stairwells.
 - The use of candles, oil burners, incense sticks, Hookah/Shisha pipes, chip pans, any form of deep fat frying, sunbeds, fireworks in or around University managed accommodation.
 - The use of cooking equipment including kettles, coffee makers, rice cookers, etc. in bedrooms
- 17.29 Residents must not place milk cartons, bottles or other breakable or potentially hazardous items on external windowsills. Objects should also never be thrown out of any window.

18 VIOLENCE AND THREATENING BEHAVIOUR

The University acts to ensure dignity at study for all of its students. The University recognises that harassment, bullying and victimisation causes considerable distress to an individual and others who are directly or indirectly involved in these situations. The University will take steps to protect its students from harassment, bullying or victimisation whether this arises from race, gender, sexual preference, age, appearance, political or religious views or on any other grounds. For further information on the Brunel University London Dignity at Study Policy please refer to: www.brunel.ac.uk/about/administration/equality-and-diversity.

- 18.1 No Resident shall behave in a violent, threatening, offensive or abusive manner to any member of the University or to any person on University property. This behaviour has no part to play in an academic community and the University will treat any incidents or allegations of offensive or threatening behaviour violence or abuse, extremely seriously. The University has a duty to protect its staff and student members and will take disciplinary action (see regulation 21), civil court proceedings or refer the matter to the police where appropriate.
- 18.2 No Resident shall intimidate or harass any member of the University or any person on University property. As well as being in breach of these Residences Regulations, any form of harassment is an offence under the University's Senate Regulation No. 6 (Disciplinary Procedures for student misconduct) and may also be against the law. The University may terminate the Licence Agreement of any Resident who breaches this regulation.

19 ALCOHOL AND ILLEGAL DRUGS

Alcohol

- 19.1 Residents whose behaviour is disruptive or dangerous to others as a result of alcohol abuse will be subject to disciplinary action (see regulation 21) and the matter may be referred to the police or other authorities, as appropriate.
- 19.2 Being under the influence of alcohol will not be treated as a mitigating circumstance where a Resident is in breach of the Residences Regulations.

Drugs

- 19.3 By law, the University prohibits the use of illegal drugs on its premises. The University will treat solvent or other substance abuse and the use of controlled substances, as illegal drug use. The possession, use and/or supply of illegal drugs, any controlled drugs listed in the Misuse of Drugs Act 1971 or Drugs Act 2005 and/or any substances intended to produce an hallucinogenic or similar effect will result in the University taking steps to terminate the Resident's Licence Agreement.
- 19.4 Any person caught by the University using or in any way associated with illegal or controlled substances will be dealt with in accordance with procedures agreed with the police. This includes confiscating any illegal or controlled substances and associated items, reporting the matter to the police and if that person is a Resident or a Resident's visitor, the University may terminate the Resident's Licence Agreement. The police may also take action.
- 19.5 If a person is reported to the University for using or being in any way associated with illegal drugs, the University will promptly investigate the position, and if there appears to be a case to answer, will report the matter to the police. If the person reported is a Resident, the University may terminate their Licence Agreement. If you feel you are having problems with drugs or have encountered such illegal activities or are concerned about what to do, please report the position to your Residences Reception, or any other appropriate source mentioned in this booklet.

20 BICYCLES

- 20.1 Residents must not keep bicycles in the Residences but may use the bicycle racks (external) on campus near to the Residences. If your hall of residence has an internal lockable bicycle shed, Residents must obtain a key/access card from the Residences Reception and lock the shed after use.
- 20.2 While every effort is made to provide secure storage facilities for bicycles, the University is not liable for any loss or damage to any items left at these facilities unless it arises as a result of the University's negligence.

21 DISCIPLINARY PROCEDURES FOR RESIDENTS

Introduction

- 21.1 These procedures are aimed at trying to resolve complaints and deal with incidents and allegations of a breach of the Residences Regulations, in the most effective and efficient way possible.
- 21.2 All Residents have a Licence Agreement which incorporates the Residences Rules and Regulations. Residents become legally bound to abide by the Residences Rules and Regulations when they accept University accommodation.
- 21.3 The purpose of the Disciplinary Procedure for Residences Rules and Regulations is to determine what measures should be taken against a Resident who has (or whose authorised visitor has), breached the Residences Regulations.
- 21.4 Disciplinary action in accordance with the procedures set out in these Regulations may be taken against any Resident in breach of these Regulations. Disciplinary action may also be taken under the University's Senate Regulation No 6 (Disciplinary Procedures for Student Misconduct) where appropriate, to deal with the student's behaviour. Records are kept of any Resident in breach of these Regulations and any action taken. The records will be taken into account when considering any future applications for University accommodation. In cases of serious or persistent breach of the Regulations, the University may terminate the Licence Agreement. Residents are advised in writing of any financial liability arising out of a breach of the Regulations, and any charges will be added to the Resident's University account for payment within seven days. Where behaviour breaks the law, information will be shared with the police who may take additional action.

Allegations of a breach of Residences Regulations

21.5 **Informal Procedure**

21.5.1 In the first instance, Residents will be encouraged to resolve minor complaints on their own. If this is not possible, a meeting will be arranged with a Residence Manager in the Residences Reception to try to bring the matter to a satisfactory conclusion. If after consideration of all material facts, a Resident is in the reasonable opinion of the Residences Manager, found to be in breach of the Residences Regulations, the Manager will consider whether it is appropriate for Residences staff to issue a verbal written warning to the Resident requiring them to improve their behaviour. Alternatively, the Manager may issue a written warning. A record will be kept by the Residences Reception, of the breach, the name of the Resident/s, the date of the breach and the action taken. A copy of the record, will be sent to the Resident/s.

21.5.2 If a verbal written warning or written warning are not in the reasonable opinion of the Residences Manager an appropriate or adequate remedy, the Manager will notify the Resident(s) in writing that the matter is to be dealt with under the formal resolution procedure and will give the Resident/s the reasons for his/her decision.

21.6 **Formal Procedure**

21.6.1 The Manager will consider the allegations and evidence. Where after full consideration of the facts following an investigation, the Manager or their representative is satisfied in their reasonable opinion that there has been a serious or persistent breach of the regulations, they may do one or more of the following:

- i) Give a Written Warning and impose a charge;
- ii) Give a Final Written Warning and impose a charge;
- iii) Require the Resident to pay for any damage up to the full cost of repair
- iv) Require the Resident/s to make compensation for any other losses;
- v) Refer the incident(s) to the Head of Residences or their representative with a recommendation that further disciplinary action should be taken.
- vi) Where there has been a breach of a serious nature or persistent breaches of the Licence Agreement, the University may take action to end the Licence Agreement by issuing a Notice to Determine.
- vii) Refer the matter to the Head of Security and the Brunel University Police Officer;

21.6.2 A record will be kept by the Residences Reception, which will record the breach, the name of the resident(s), the date the breach occurred and the action taken. A copy will be sent to the Resident/s.

21.6.3 Any Resident who does not agree with any decision of the Head of Residences or his/her representative may give written notice of intention to appeal in accordance with the Appeals Procedure set out in regulation 22.

21.6.4 Where a matter is referred to the Head of Residences or their representative, they will review any report which has already been prepared under these procedures and may ask a member of Residences to interview the complainant the student against whom the allegation has been made and any witnesses. The member of Residences shall make a full investigation of all relevant facts and prepare a full report for the Head of Residences or their representative.

22 **APPEALS PROCEDURE FOR RESIDENCES REGULATIONS**

Appeals against findings of a breach of the Residences Regulations

22.1 Any student dissatisfied with the disciplinary decision of the Manager, may give written notice of intention to appeal to the Head of Residences or their representative within ten working days of the student being sent the record of the decision, and the Head of Residences or their representative will hear the appeal within ten working days.

22.2 The student/s must use one of the following grounds for appeal. The grounds for appeal are:

22.2.1 There is new evidence material to the case which was not previously available (this evidence must be submitted with the notice of intention to appeal).

22.2.2 There was a procedural irregularity.

22.3 The request to appeal should set out your grounds for appeal, and include a statement explaining why you think you have grounds for appeal and any evidence you wish to be considered at this stage of process. It should then be sent or emailed to res@brunel.ac.uk.

22.4 The Head of Residences or their representative is not under any obligation to make further inquiry into matters of fact unless new evidence is submitted, which s/he reasonably considers should be taken into account.

- 22.5 Where leave to appeal is granted the student/s will be requested to attend an interview with the Head of Residences or their representative within ten working days of leave to appeal being granted.
- 22.6 Where a student/s fail/s to attend a disciplinary appeal interview without proper explanation and where due notice has been given, the Head of Residences or their representative may in their reasonable discretion decide the matter in their absence.
- 22.7 The decision of the Head of Residences or their representative may not be appealed further. S/he may either:
- 22.7.1 Endorse the earlier decision;
 - 22.7.2 Allow the appeal against the earlier decision;
 - 22.7.3 Substitute a decision or sanction of his/her own within their authority;
 - 22.7.4 Refer the appeal to the Assistant Director of Commercial Services or their representative