

Campus

STUDENT LIVING CODE OF Rules & Richard Billing RULES & Richard Billing Rules & Reference Billing Rules & Rules & Rules & Rules Rules & Rules & Rules & Rules Rules Rules & Rules Rules Rules & Rules R

chlist Friday 15" D

Bulnformation & Policies

) Greate graphs & tables - 21/11/14 Interpret data - 21/11/14) Alians - 14/11/14) Michods - 14/11/14 0 Rebuils - 5/12/14 •

Please read this booklet carefully before signing your Licence Agreement for a room in halls. The regulations in this booklet form part of your contract with the University.

Physiology Checklist

Sport

Brunel University London



Covid-19 Addendum to Brunel University London Licence Agreement

- 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 Hall of Residence.
- f. To have no large gatherings within your 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.

CONTENTS	
Welcome to Student Living	1
Student Living Values, Role of the Student Living Team	2
Section 1 – Brunel University London – Student Living Policies	3
Brunel University London – Allocation Policy 2023/24	3
Brunel University London – Medical Allocation Policy 2023/24	8
Brunel University London – Under 18's Allocation Policy 2023/24	8
Section 2 – Brunel University London - Application Terms and Conditions	11
Terms and Conditions for Returning student application 2023/24	11
Terms and Conditions for Summer Vacation application 2024	13
Section 3 – Halls code of conduct - Rules and Regulations	14
1. Licence Agreement	14
2. Services Provided by the University	15
3. Right to Relocate	16
4. Criminal Disclosure	17
5. Third Parties	17
6. Financial	18
7. Arrival	22
8. Parking	23
9. Vacating / Early Termination	23
10. Room Exchanges	25
11. Visitors and Guests- Code of Behaviour	26
12. References	26
13. Conduct- Code of Behaviour	26
14. Noise and Nuisance- Code of Behaviour	27
15. Damage and Loss- Code of Behaviour	28
16. Proper use of Facilities- Code of Behaviour	29
17. Furniture, Fittings and Furnishings- Code of Behaviour	31
18. Safety and Security- Code of Behaviour	31
19. Violence and Threating Behaviour- Code of Behaviour	34
20. Alcohol and Illegal Drugs- Code of Behaviour	34
21. Bicycles- Code of Behaviour	34
22. Social Media Guidance- Code of Behaviour	34
23. Debt management	35
24. Disciplinary Procedures for Residents	38
25. Appeals Procedure for Code of Conduct - Rules & Regulations	39

WELCOME TO BRUNEL STUDENT LIVING

On behalf of the Student Living Team, we would like to welcome you to your halls and Brunel University London. We hope this handbook provides useful information about living in University residential accommodation so you can get the most out of living with us.

The Code of Conduct - 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 Code of Conduct - Rules and Regulations before you make a commitment to living in University halls, and to retain the halls Code of Conduct - Rules and 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 halls Code of Conduct - Rules and Regulations. There is no reason for any student to find themselves on the wrong side of the halls Code of Conduct - Rules and Regulations if they are prepared to accept that reasonable behaviour and consideration for others, are the guiding principles for successful living in University halls.

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 halls.

Our achievements and commitments to you:

The Student Living Services are proud to say that as part of the Campus Services Directorate, Facilities and Commercial Services we were awarded the IiP Gold Accreditation in February 2022. The Student Living Services have held an IiP Gold Accreditation since September 2008.

Investors in People is a prestigious national benchmark of good practice, setting the standard for organisations to improve their people business performance.

Brunel University London owned halls are managed in compliance with The Code (The Universities UK/Guild HE, Code of Practice for the Management of Student Housing) and is committed to their core principles for the Management and quality of student housing in the Higher Education sector. A full version of The Code is available to download at Universities UK Accommodation Code of Practice www.universitiesuk.ac.uk www.thesac.org.uk www.universitiesuk.ac.uk/sites/default/files/uploads/ACOP/accommodation-code-of-practice-2019.pdf

The code aims to promote best practices and provides benchmarks for over a range of management activities including; student welfare and anti-social behaviour, landlords and tenants' relationships, maintenance and repairs regimes and environmental quality.

The University is committed in providing you with the best possible service in line with the UUK Code of Practice. However, from time to time we may get our services wrong or you may feel unhappy with some part of our service. We aim to resolve any misunderstanding or compliant quickly and at local level. The University does operate a Complaints Procedure and more details can be found on the Student Living webpage.

Gwyn Jones Head of Student Living

ENJOY YOUR STAY AND GOOD LUCK WITH YOUR STUDIES

STUDENT LIVING & BRUNEL UNIVERSITY LONDON VALUES

The University's actions and activities are guided by a set of core values which define what we do and how we do it. The values of the University as a community are central to the way we see ourselves and are at the heart of everything we do. They are encapsulated in these qualities.

Open and honest	We work to high ethical standards, and are transparent in our dealings and decisions
Fair and inclusive	We treat everyone with dignity and respect; we all have the same opportunity to succeed
Determined	We are purposeful and agile in a changing world and work in innovative ways to achieve our goals
Focused on excellence	We always aim to achieve the best and we value and reward excellence

THE ROLE OF THE ALLOCATIONS TEAM

The Allocations Team is responsible for:

- Allocating all accommodation to students seeking to live in campus accommodation in the Halls of Residence;
- Sending out information and offers of accommodation to students and preparing students' accommodation Agreements;
- Ensuring that all Residents are invoiced correctly for their accommodation fees, organising deposits and notifying students of payment dates;
- Offering continued support regarding the above services throughout the year, to students living or seeking to live in Halls of Residence.
- Supporting students who are in financial difficulty and struggling with their accommodation fees.

Each of these functions is important to ensure that you are given the appropriate information and advice to enable you to promptly complete and return the online accommodation documentation to the Allocations Team. For enquiries or advice on the above, you should contact a team member at the Allocations Team who will be happy to assist.

THE ROLE OF THE STUDENT EXPERIENCE AND SERVICE DELIVERY TEAMS

The Student Living Student Experience and Service Delivery Teams are responsible for the day-to-day management of their residential areas. We aim to provide safe and secure accommodation, with other supporting services, to meet the needs of our students and support students in achieving their academic goals and to develop as adults who live in and contribute to our community.

If you need help with any of the following please contact them by telephone, email or visiting your Student Living Reception:

- Maintenance requests;
- General housekeeping issues;
- Problems which are affecting your quality of life as a Resident in University accommodation (e.g. noise or other disturbances).

The Student Experience and Service Delivery staff are also a useful first point of contact for other general enquiries. If they are unable to help, they will know which of the various services at the University is most appropriate for you and how to contact them. Student Living also employ teams of ResLife Ambassadors who, as students themselves, have first-hand experience of life at Brunel. They are available Monday to Friday inclusive, between 5pm and 10pm (except during vacation periods) to help support and guide you during your stay. They can be contacted in person, by email or by telephone.

Gwyn Jones, Head of Student Living

SECTION 1 - Brunel University London Policies BRUNEL UNIVERSITY LONDON - ALLOCATION POLICY 2023/24

Brunel University London:

- Operates a fair allocation policy that does not discriminate on grounds of race, colour, religion, ethnicity, sexuality, age, gender or disability.
- Each year sets aside a number of rooms for returning students for the following session. The number of rooms set aside may vary each year depending on University target figures for new students. These rooms are allocated in accordance with guidelines for returning students who apply by the deadline dates, each year for the following session starting in September. Students who apply will be considered for allocation in order of policy priority and will be provisionally allocated before the end of session.
- If the demand from returning students for accommodation is greater than the supply of rooms, students who apply by the deadline date will be entered into a ballot for a place in halls in order of policy priority.
- Thereafter returning students who apply by the deadline date, but are unsuccessful in the ballot, may remain on the waiting list and will be prioritised for cancellations or for extra room availability, in September.

The order of priority for the allocation of rooms in the halls is as follows:

Priority 1.	Students with disabilities;
Priority 2.	Undergraduate students (including Clearing and Adjustment students) in their first year of registration in full-time study and full-time postgraduate, research, international fee status students, under 18's,
	estranged, Sport Scholar, Care Leaver students who apply by the relevant deadline dates and meet the application conditions;
Priority 3.	Undergraduate full-time final year students on sandwich courses;
Priority 4.	Undergraduate full-time final year students on non-sandwich courses;
Priority 5.	Undergraduate full-time level three;

- Priority 6. Undergraduate full-time level two including students on a thin sandwich placement;
- Priority 7. Any other student.
- **NOTE:** To help the **Students Union Executive** do their jobs more effectively, full time sabbatical officers are eligible to be allocated campus accommodation on a priority 2 basis.

To assist the Student Living Management Team in providing out of office hours support to students living in halls, **ResLife Ambassadors** who are willing to live on campus as a desirable requirement of their role, are eligible to be allocated campus accommodation on a priority 2 basis.

PRIORITY 1

See Brunel University London- Medical Allocation Policy 2023/24.

PRIORITY 2

UNDERGRADUATES (including Clearing and Adjustment)

The University is able to offer campus accommodation to full-time new undergraduates' year one including students under 18 years of age (see Brunel University London- Under 18's Allocation Policy 2023/24) and clearing/adjustment students, may apply for campus accommodation.

This will include:

- Students on a foundation programme (the foundation year will be considered to be the first year of entry to the University);
- Direct entry into level two and level three (except those transferring from Brunel University London Pathway College (formerly known as London Brunel International College-LBIC) courses);
- Students studying with Brunel University London Pathway College (the first Brunel University London Pathway College year will be considered to be the first year of entry to the University);
- Exchange students (e.g. Erasmus and Socrates), who come in blocks of not less than one term, are entitled to accommodation on the same basis as other students coming to the University for the first time.

Accommodation is guaranteed for full-time new undergraduate (September entry only) students who hold an unconditional firm course offer and have applied for a campus room online by Thursday 31 August 2023.

Late applications or course entry dates other than the start of the session will be considered *subject to availability*.

POSTGRADUATES (PGT & PGCERT) AND RESEARCHERS (PGR)

First year

New first year postgraduate and research students in full-time study whose course entry is at the start of the session, may apply for campus accommodation.

Accommodation is guaranteed for new full-time first year postgraduate and research students (September entry only) who hold an unconditional firm course offer and have applied for a campus room online by Thursday 31 August 2023.

Late applications or course entry dates other than the start of the session will be considered *subject to availability*.

Second- and Third-Year Researchers

Accommodation is guaranteed for full-time research students commencing their second or third year of study paying full-time fees and applying by Wednesday 8 March 2023 (please refer to priority 6 for part-time and students going into continuation information). This also includes students who are entering year two studying full-time on a two-year postgraduate course.

Late applications or course entry dates other than the start of the session will only be considered subject to availability.

INTERNATIONAL FEE STATUS STUDENTS, UNDER 18's, ESTRANGED STUDENTS, CARE LEAVERS AND SPORTS SCHOLARS

Accommodation is guaranteed for full-time students entering the University via the Care Leaver route and returning students who successfully gain a sport scholarship, are under 18 years of age at the commencement date of their contract or who are paying international fees who have applied for a room by Wednesday 8 March 2023. All offers of accommodation are subject to accommodation contract terms and conditions.

STUDENT UNION SABBATICAL OFFICERS AND RESLIFE AMBASSADORS

Accommodation is guaranteed to sabbatical officers and ResLife Ambassadors who apply for a campus room by Monday **31 July 2023**. All offers of accommodation are subject to accommodation contract terms and conditions.

Late applications or course entry dates other than the start of the session will be considered subject to availability.

PRIORITY 3

FINAL YEAR UNDERGRADUATES – SANDWICH COURSE

- Accommodation is guaranteed for full-time final year sandwich undergraduate students who have applied by Wednesday 8 March 2023. All offers of accommodation are subject to accommodation contract terms and conditions.
- Final year sandwich undergraduate students who apply late will be considered for accommodation after other priority groups.
- Students on an extended five year M.Eng course can apply for accommodation in the same order of priority as final year sandwich students.
- Students on a four year M.Eng course can apply for accommodation in the same order of priority as a nonsandwich final year student.
- During the returner application process third year sandwich undergraduate returners will be treated as the same priority level as third year final undergraduates (see 'Additional Information' for further details on cancelling due to placement).

Late applications or course entry dates other than the start of the session will be considered subject to availability.

PRIORITY 4

FINAL YEAR UNDERGRADUATES -NON-SANDWICH COURSE

- Accommodation is guaranteed for full-time final year non-sandwich undergraduate students who have applied by Wednesday 8 March 2023. All offers of accommodation are subject to accommodation contract terms and conditions.
- Final year non-sandwich undergraduate students who apply late will be considered after final year sandwich course students have been allocated.

Late applications or course entry dates other than the start of the session will be considered *subject to availability*.

PRIORITY 5

THIRD YEAR STUDENTS

Including:

- Full time third year undergraduate students on a four, or five-year course
- Accommodation is guaranteed for full-time third year undergraduate students who have applied by Wednesday 8 March 2023. All offers of accommodation are subject to accommodation contract terms and conditions.
- Third year undergraduate students who apply late will be considered after final year non-sandwich course students have been allocated.

PRIORITY 6

SECOND YEAR STUDENTS

Accommodation is guaranteed for full-time international fee paying second year undergraduate students who have applied for a room by Wednesday 8 March 2023. All offers of accommodation are subject to accommodation contract terms and conditions.

All other second year full time undergraduate students including those on a thin sandwich placement are usually expected to live off campus, but depending on demand some second-year students may be able to secure campus accommodation. However, if demand is greater than supply you may place your details on a waiting list and if demand from higher priority groups is met you will be considered for campus accommodation or can consider booking an off-campus property, for details go to: https://www.brunel.ac.uk/life/accommodation/living-off-campus.

Priority 6 also includes:

- Undergraduate students entering year one who have completed a foundation year will be considered for campus accommodation subject to availability but if you want to secure accommodation early you should go to:
 https://www.brunel.ac.uk/life/accommodation/living-off-campus for information on local housing. You may wish to place your details on a waiting list and if demand from higher priority groups is met you will be considered for campus accommodation. However, accommodation is guaranteed for full-time international fee-paying undergraduate students who have applied for a room by Wednesday 8 March 2023. All offers of accommodation are subject to accommodation contract terms and conditions.
- Undergraduate and postgraduate students who are part-time or who have exceeded the normal duration of their course are considered to be lower priority. However, you may wish to place your details on a waiting list and if demand from higher priority groups is met you will be considered for campus accommodation.
- Research students paying continuation fees for part or all of the academic year will be considered low priority.
 However, you may wish to place your details on a waiting list and if demand from higher priority groups is met you will be considered for campus accommodation.
- Undergraduate students repeating year one will be regarded as second year students and will not be offered
 accommodation as a priority. You may wish to place your details on a waiting list and if demand from higher priority
 groups is met you will be considered for campus accommodation. However, accommodation is guaranteed for fulltime international fee-paying undergraduate students who have applied for a room by Wednesday 8 March 2023. All
 offers of accommodation are subject to accommodation contract terms and conditions.
- Diploma and certificate Brunel University London Pathway College students transferring to or from Brunel Courses will be regarded as second year students and will be considered for campus accommodation subject to availability. However, you may wish to place your details on a waiting list and if demand from higher priority groups is met you will be considered for campus accommodation. However, accommodation is guaranteed for full-time international fee-

paying undergraduate students who have applied for a room by Wednesday 8 March 2023. All offers of accommodation are subject to accommodation contract terms and conditions.

Late applications or course entry dates other than the start of the session will be considered *subject to availability*.

PRIORITY 7

Any other students not listed above. However, accommodation is guaranteed for full-time international fee-paying undergraduate students who have applied for a room by Wednesday 8 March 2023. All offers of accommodation are subject to accommodation contract terms and conditions.

STAFF AND VISITING ACADEMICS

Staff and visiting academics are not able to book accommodation through the Student Living Hub but may wish to speak with the Conference Office or the campus Lancaster Hotel for further information.

STUDIOS/ FLATS FOR CO-HABITING COUPLES

To be eligible to apply for a studio/ flat you are required to be:

- An enrolled full-time, full-fee paying student for the entire session. The Allocations Team may request evidence of your status from the Student Centre.
- Co-habiting couples, irrespective of sexual orientation, may apply for this accommodation provided they are in a long-term and stable relationship. An email from your partner will also be required to confirm they are aware that their details have been placed on the studio/ flat application.

PRIORITY

Priority is given to students who are in a co-habiting couple and have supplied the partner confirmation documentation to the Allocations Team. Offers will be made on a first come first served basis from Thursday **30 March 2023** and will continue until the studios/ flats are fully booked. Single applicants are also invited to apply however offers of accommodation are subject to availability and will be considered after all couples have been allocated.

Once the studios/ flats are fully booked students will be able to add their details to the waiting list. A proportion of the studios/ flats will be reserved for first year student's joining the University in September 2023.

ADDITIONAL INFORMATION

- There is no family campus accommodation available. Students seeking to live with children/dependants cannot be
 offered studios/ flats. Please go to https://www.brunel.ac.uk/research/Research-degrees/Life/Coming-to-Brunelwith-your-family for advice on your off-campus options.
- A student and/or their partner who is pregnant at the start of the Licence Agreement are advised to seek off campus housing as studios/ flats are not suitable for children. If you have to move off campus as a result of changes to your circumstances there may be financial implications to consider.
- Students who have accommodation fees outstanding on their account will not be eligible for campus accommodation regardless of their priority group until the account is resolved.

CRIMINAL CONVICTIONS

The University requires individuals as a condition of their application for accommodation to disclose any relevant criminal convictions and related information for the Resident and their partner (for studio flats) as described in the University Disclosure Policy. For further information on the University's Policy for acceptance of ex-offenders, see

www.brunel.ac.uk/study/admissions/policy. Applicants and their partners are not required to disclose convictions or cautions that are "spent" under the Rehabilitation of Offenders Act 1974 (as amended). See regulation 4 for more details.

ADDITIONAL INFORMATION

MATURE STUDENTS

Mature students joining the University will be allocated in accordance with the University Accommodation Policy. Where possible the Allocations Team will try and place mature students together subject to availability. We will automatically try and place students who are 21 and above, with a similar age range. However please be advised this cannot be guaranteed and is subject to availability.

JANUARY INTAKE

Students returning to the University in January may place their details on a waiting list for accommodation. If demand from priority groups is met, students will be considered for accommodation in accordance with policy priority.

Students starting their course in January will be made priority for any vacancies, however, please be advised this cannot be guaranteed and is subject to availability.

PLACEMENT STUDENTS

If you secure a placement locally, the Allocations Team will consider an application to live on campus during the period of your placement. However, this is subject to availability.

NOTE: If demand for campus accommodation exceeds supply and we are unable to accommodate you on campus, you may wish to place your details on a waiting list. If demand from higher priority groups is met, you will be considered for accommodation in accordance with policy priority.

FURTHER NOTES

- The University reserves the right to withdraw any offer of accommodation if a student's year group (and thereby the priority status) changes as a result of having to repeat a year.
- The following factors are not normally considered when allocating campus accommodation:
- 1. Being an officer of a club or society;
- 2. Financial assets or means;
- 3. Work placement locations;
- 4. Gender;
- 5. Religion;
- 6. Domestic circumstances.

In all cases we will try to allocate students their preferred accommodation, but any preferences (e.g. specific hall, single gender flat) are not guaranteed and an alternative would be offered without notification.

BRUNEL UNIVERSITY LONDON – MEDICAL ALLOCATION POLICY 2023/24

The University recognises that in exceptional cases some students who have a permanent and substantial disability or have a medical condition requiring treatment by chemotherapy or dialysis cannot attend the University unless they are accommodated on campus. First year students (UG and PG) are advised to complete the online questionnaire that they will receive from the Wellbeing Team at Brunel. Alternatively, new students are advised to contact the Disability Adviser at **wellbeing@brunel.ac.uk** to discuss specific individual adjustments to accommodation that will be needed. Returning students are required to make an appointment in person with the Welfare Team located in the Student Centre to discuss their requirements.

To be eligible, returning students must meet one of the eligibility criteria listed below:

- a) The student has a permanent and substantial disability which means they are unable to walk or have considerable difficulty in walking for a distance of more than 100 metres.
- b) The student's disability requires specialist adaptations or facilities not available in off-campus accommodation.
- c) The student has a medical condition treated by chemotherapy or dialysis.
- d) The student has a recognised disability under the Equality Act 2010 (not already covered above) which would cause substantial disadvantage to the student if he/she were not offered campus accommodation.

Consideration for accommodation on campus for such students will be given under the following process:

- 1. The student must meet one of the eligibility criteria.
- 2. The student must attend, in person, an assessment with a member of the Wellbeing Team (returning students).
- 3. Students must be assessed for accommodation before the end of the preceding academic year (returning students). (Exceptions will only be considered for students who have become disabled during the vacation period.)
- 4. The student must produce medical evidence from a UK based medical practitioner stating specifically how they meet the relevant criteria.
- 5. The student must have applied for, or be in the process of applying for Disabled Students Allowances (unless ineligible due to Overseas funding status).
- 6. Students must in the first instance be in full-time study, paying full-fees and not in continuation during the academic session for the period of their Licence Agreement.

NOTE: The existence or pre-existence of disorders that are well controlled and have responded to medical treatment, even though there is a continuation of medical treatment, does not necessarily constitute medical or disabled grounds for campus accommodation.

The Allocations Team will consider such applicants recommended by the University Wellbeing Team in accordance with the University's policies. Any offers are subject to suitable accommodation being available and subject to allocation policy conditions being met.

Personal Assistants (Carers)

The University recognises that some students applying for campus accommodation may have a disability or medical condition that requires a Resident personal assistant (carer). In these cases, the University can provide the option of a room on campus for the personal assistant (carer) under the same terms and conditions as the student. Home students may be able to reclaim personal assistant (carer) costs from their Social Services Department (often via a Direct Payments Scheme).

Students requiring campus accommodation for their personal assistant (carer) must provide evidence that they have had a community assessment from Social Services which recommends the need for a personal assistant (carer) as part of the individual's agreed Care Plan. Prospective students and returning students are responsible for making their own arrangements to be assessed and for ensuring the personal assistant (carer) assessment is completed in advance of the new session. This is to enable the Allocations Team to reserve the appropriate accommodation to meet the student's needs. For further information please contact the Brunel Wellbeing Team.

NOTE: When considering whether a disabled person or student is placed at a substantial disadvantage compared to somebody who is not disabled, account will be taken of the time inconvenience, effort or discomfort entailed in comparison with other people. A 'substantial' disadvantage is one that is more than minor or trivial.

BRUNEL UNIVERSITY LONDON – UNDER 18'S ALLOCATION POLICY 2023/24

The under 18's policy covers students applying for University campus accommodation, whose 18th birthday falls after the first day of the Licence Agreement of the year of entry to the University. The policy will cease to apply to students once they reach

their 18th birthday. Both the student and the parent/guardian or guarantor must sign a declaration that they agree to the exchange of information on the under 18 students referred to below.

Students under the age of 18 are unable to enter into a Licence Agreement with the University and the University requires a parent/guardian or guarantor to sign the Licence Agreement. This means that the parent/guardian or guarantor must pay any sums agreed under the Licence Agreement if the student fails to do so. Please note that the guarantor cannot be a Brunel University London student or your partner if they are residing in a studio / flat.

The University cannot assume parental responsibility for a student under the age of 18. Students and their families should bear in mind that Brunel University London is an adult environment. Students are expected to behave like adults and to assume adult levels of responsibility. Students are expected to have the necessary skills to study and live independently alongside people from a wide variety of backgrounds. Places in halls are offered at the University, on the understanding that the student will be able to adapt to living away from home and to look after him or herself in all practical matters.

Arrangements during the Academic year

Our responsibility to under 18-year-old students:

Student Living Services will:

- Allocate new students who apply and accept their course offer and have applied for accommodation by Thursday 31 August 2023 into University campus accommodation.
- Allocate returning students who apply for accommodation by Wednesday 8 March 2023 into University campus accommodation. We will use our best endeavours to offer University campus accommodation to applications received after this date, subject to availability.
- Highlight students under 18 to the Student Living Service Delivery Management Teams and the students under 18 should contact them during office hours if necessary.
- Integrate students who are under 18 years of age with those who are over 18.
- Carry out Disclosure and Barring Service (DBS) checks on Student Living Management Staff, Supervisors, Senior ResLife Ambassadors and Security Staff employed by the University, where necessary.
- Provide relevant training for Student Living Staff employed by the University and staff with regular access to bedrooms.
- Promptly inform the parent/guardian or guarantor if we become aware that the student:
 - Is in accommodation fee arrears of one term or more;
 - Is in serious breach of the halls Code of Conduct Rules and Regulations Terms and Conditions invoking Disciplinary Regulations.
- Ensure that students under 18 are aware of whom to contact in case of difficulties.
- In all cases will encourage students to involve a parent/guardian or guarantor where appropriate but will consider a student's request for confidentiality and the student's welfare as paramount, even if this means not telling their parent/guarantor at the student's request.
- Send documentation, including a Licence Agreement and halls Code of Conduct Rules and Regulations Booklet/Link, to the student and parent/guardian or guarantor that is required to be accepted/signed and returned to the Allocations Team the parent/guardian or guarantor before the student can take up residence.
- Provide the student and parent/guardian or guarantor with full details of how to secure a room on campus including the deadlines they are required to meet.

Student Living Services will NOT:

• Carry out DBS checks or provide training for University Contractors or Agency staff. All contractors will however, carry identification and will carry out repairs/works between 9am and 5pm except in an emergency situation.

- Act in Loco Parentis.
- Carry out any checks, other than those mentioned above on under 18's living in University managed accommodation.
- Monitor how the student spends their leisure time or manages their finances.
- Apply this policy to under 18's housed in the private sector or within off-campus University managed properties.

Students' responsibility to Student Living Services

Students will:

- Provide the name and address of a parent/guardian or guarantor who will be the University's point of contact for notification regarding accommodation fees arrears, serious breach of halls Code of Conduct Rules and Regulations and acceptance of Licence Agreements.
- Provide the name of a parent/guardian or guarantor in the UK or an overseas country where the student is from.
- Be required to enter into a new Licence Agreement with the University on their 18th Birthday.
- Abide by the Licence Agreement terms and conditions from the point of accepting a campus room allocation.

SECTION 2 - Brunel University London Application Terms and Conditions TERMS AND CONDITIONS FOR RETURNING STUDENT APPLICATION 2023/24

Eligibility

To be eligible to apply for a room as a returning student you are required to be a full-time, full-fee paying, fully enrolled student for the entire session. The Allocations Team may request evidence from the Student Centre of your status. Periodic enrolment status checks take place for students due to move into accommodation at the start of each session. Students who will be taking re-sits during the summer months are at risk of having their room offer withdrawn. The Allocations Team will contact all students who have to take resits to discuss this. If we are unable to contact you however, your allocation may be withdrawn and offered to a student on the waiting list. If your resit exams are successful you may reapply for campus accommodation but an offer of a room will be made subject to availability. Please contact the Allocations Team for further information.

January Postgraduates

Postgraduate students joining the University in the month of January each year will be eligible to apply as a 'returning student' for the following session, provided you meet the required criteria. Students whose application is successful, will be liable for the same terms and conditions as other Residents, including early termination charges. This also applies to Postgraduate students who join the University in September on 15-19 month courses.

NOTE: Final year, level four M.Eng and level three undergraduate students who are uncertain if they will be on a placement will be invited to apply for returner student accommodation with the same priority as a Final Year student.

Students returning from placement

Students who are returning from their placement in January 2024 can apply online and place their details on the waiting list. Accommodation will be offered in accordance with the University Accommodation Policy and subject to availability.

Application

To apply for accommodation, you should complete the online application form at http://accom.brunel.ac.uk/apply. Offers of accommodation, formal or otherwise, are provisional and are subject to the clearance of all fees owing to the University up to and including the Summer Vacation. Students who are successful in their application will be requested by email to accept their Licence Agreement online and make payment of a £350 (£450 Studio/ Flats) deposit to secure their room booking.

Deadline dates

Single room: The deadline for single room application forms is Wednesday 8 March 2023. Applications received after this date will be automatically added to the waiting list and room offers will be subject to availability.

Studio flats: Priority is given to students who are in a co-habiting couple and have supplied the partner confirmation documentation to the Allocations Team. Offers will be made on a first come first served basis from Thursday 30 March 2023 and will continue until the studio flats are fully booked. Single applicants are also applicants are also invited to apply however offers of accommodation are subject to availability and after all couples have been allocated. Once the studio flats are fully booked students will be able to add their details to the waiting list. A proportion of the studio flats will be reserved for first year student's joining the University in September 2023. An email from your partner will also be required to confirm they are aware that their details have been placed on the studio flat application.

Cancellation (returning students for session 2023/24)

All cancellations must be put in writing to the Allocations Team by completing the online cancellation request form at https://accom.brunel.ac.uk/apply

Allocation

Allocations will be carried out in accordance with the University Accommodation Policy. If demand from returning students for the limited accommodation set aside is greater than the supply of rooms, students who apply by the deadline date will be entered into a ballot for a place in halls in order of policy priority. Those who apply after the deadline date will not be entered into the ballot but will be added to the waiting list and offered a room subject to availability.

Provisional allocations

Single rooms - Group Request Application Forms will be available until Wednesday 8 March 2023, all students must first complete a single application form at http://accom.brunel.ac.uk/apply before adding their details to a group

request form. A link to the group request form will be provided in your online application confirmation email. *Provisional allocations* (type of room e.g. en suite/standard) will be announced on Wednesday **15 March 2023** and successful students will receive a text and email confirmation. From Thursday **30 March 2023** until August 2023 the Allocations Team will confirm which Halls of Residence (e.g. Fleming, Isambard etc) you have been provisionally allocated to.

Studios/ flats - Formal allocations will be made on a first come first served basis from Thursday 30 March 2023 and will continue until the studios/ flats are fully booked. A proportion of the studios/ flats will be set aside for new first year students joining in September 2023.

TERMS AND CONDITIONS FOR SUMMER VACATION APPLICATION 2024

Offers and Application

Offers of accommodation are subject to the clearance of **ALL** outstanding accommodation related charges owed to the University.

Brunel students requiring accommodation during the Summer Vacation may apply online to the Allocations Team from April 2024 by the deadline date of Monday 20 May 2024, please note any applications after this date offers of accommodation are subject to availability. Summer accommodation will not be available beyond 9.30 am on Monday 2 September 2024. Your Licence Agreement must be carefully read and accepted online or signed and returned to the Allocations Team by the deadline stated in the Licence Agreement. Students are advised to apply for the full period required, as early as possible due to limited availability of some types of accommodation. It is important that you apply for the maximum period you require. If you decide to apply in small blocks the Allocations Team is not able to guarantee a continuous stay in the same room or that we will have availability when you make a future application.

There is a minimum booking period of one week for each booking. The payment of requested stay for accommodation will need to be paid in advance of your stay to secure the booking. Unfortunately, students who book accommodation for the summer vacation period, are not able to pay fees by Direct Debit.

Students with a term time Licence Agreement until 9.30 am on Monday 3 June 2024, have to apply and make the payment at point of booking and by Monday 20 May 2024 if you want to continue your stay on campus after the Licence Agreement ends. Your first week's accommodation fee is **non- refundable** unless notice in writing to the Allocations Team is given by midnight on Monday 27 May 2024 at the latest.

Some areas will be closed/unavailable during the summer for redecoration or for conference use. Notice will be given if students are required to move to a different campus location.

NOTE:

- Summer Vacation Licence Agreements will be subject to the halls Code of Conduct Rules and Regulations.
- If Brunel students wish to return to campus for summer graduation, they must have been fully enrolled during that academic session. Brunel student status checks do not take place in the summer terms. Please note that access to other facilities on campus may only be available to fully enrolled students.
- Students whose summer accommodation fees are being paid by Departmental Transfer will be required to make the payment in full at the time of room offer. The fees are non-refundable in any circumstances.

Vacating

You may vacate early and you will be refunded for any additional nights you have paid (except for payments by Departmental Transfer). The minimum stay/charge of one week applies to each booking. To check the balance on your account or to request a refund **after** you have moved out please contact the Allocations Team. For further conditions of stay please see the Summer Vacation Application Form at: **www.brunel.ac.uk/life/accommodation/summer-lets**.

Cancellation

Your first week's accommodation fee is **non-refundable** unless notice in writing to the Allocations Team is given at least **seven** days before the start of your Licence Agreement. Summer Accommodation bookings end at 9.30 am on Monday 2 September 2024.

NOTE: Summer Residents should note that events, such as our Graduation Ceremonies and International Summer Schools, are held on campus, during the summer period.

SECTION 3 – Code of Conduct - Rules and Regulations

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 halls Code of Conduct - Rules and 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 halls Code of Conduct - Rules and 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 halls Code of Conduct Rules and 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. 'Student Living Staff' means any member of staff reporting either directly or indirectly to the Head of Student Living. '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 24) may be taken against any Resident in breach of these halls Code of Conduct -Rules and 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 halls Code of Conduct - Rules and 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 halls Code of Conduct - Rules and Regulations, the University is entitled to take steps to terminate the Licence Agreement (see regulation 23 and 24). Students are advised in writing of any financial liability arising out of a breach of the halls Code of Conduct - Rules and 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 Allocations Team 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 £ 350 (£450 Studio/ Flats) 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 Allocations Team 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.

- 1.1 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.**
- 1.2 If a Resident (or the partner of a studio) has been issued a Licence Agreement for 2022/23 until 9.30 am on 4 September 2023 and has accepted their Licence Agreement and paid their deposit for a Licence Agreement for 2023/24, 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 2023/24. The charge for this period of time will **not be** included in the Resident's Licence Agreement for 2023/24. The Income Office 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 11 October 2023. Please note that interest may be charged on unpaid charges which are overdue for payment (see regulation 6.11). 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.
- 1.3 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.
- 1.4 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 halls code of conduct Rules and Regulations and are liable for the fees as per the Licence Agreement.
- 1.5 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 halls 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.
- 1.6 Undergraduates and PGCert students whose courses may extend beyond the normal Licence Period for Undergraduates/ PGCerts (e.g. June 2024) are required to notify the Allocations Team. The Allocations Team 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.
- 1.7 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 (for damage caused by students, this will be re-charged to the student's Brunel account);
- Housekeeping services in shared areas of accommodation.
- **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, please note this does not include laptops. 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 Wired internet connection in your room will be activated once you collect your room keys/access cards. For students making internal moves, it 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 enquiries relating to wired internet connection, please contact your Student Living Reception. WiFi is available once you have received your student account details. Internet Access is not guaranteed as part of your Licence Agreement and is subject to Computing Services Terms and Conditions; this information can be accessed online at https://www.brunel.ac.uk/life/study-support/computer-services/accessing-the-network.
- 2.3 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).
- 2.4 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 or due to accommodation financial sanctions.
- 2.5 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.
- 2.6 1 mattress protector, 1 pillow, 1 duvet and bed linen are provided in all rooms on arrival. In Studios/ Flats this is altered for 2 residents. Towels are not provided. Bedding should be left in the room if not required (see regulation 15.1).

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.
- 3.2.3 Due to necessary works for operational reasons you may be required to move to another room on campus.
- 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 consideration 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 halls.

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 / flat) and must ensure that their visitors behave in a way which is consistent with these halls Code of Conduct - Rules and Regulations. Where a visitor/partner's behaviour would breach the halls Code of Conduct - Rules and Regulations, if they were a Resident, the

Resident who invited the visitor/partner into the halls, may face disciplinary action (see regulation 24) if circumstances justify.

6 FINANCIAL

Accommodation Deposit

- 6.1 The £350 (£450 studio/ Flats) 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 7.1 and 7.2) will not be returned but will be used by the University to off-set the Replacement Costs.
- 6.2 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 £350 deposit (£450 studio/ Flats) will be refunded to the student.

Accommodation Fees

6.3 Accommodation fees have been set for 2023/24 at the following weekly amounts:

Halls	Room Type	Weekly Fee		
	Single Rooms			
Chepstow, Clifton Halls	Band 1: Standard – Shared bathroom	£133.63		
Fleming, Galbraith Halls	Band 1: Single en suite bedroom with private bathroom	£176.47		
Lancaster Complex (excluding Borough Road Hall), Bishop Complex (excluding Kilmorey Flat 26), Isambard Complex: Blocks A, B, C, E, F, G, H I, J, K, P, Q	Band 2: Single en suite bedroom with private bathroom	£185.08		
Mill Hall	Band 3: Single en suite bedroom with private bathroom	£188.37		
Isambard Complex: Blocks D, L, M, N, O	Band 4: Single en suite bedroom with private bathroom	£188.44		
Faraday Hall	Band 5: Single en suite bedroom with private bathroom	£196.91		
Borough Road Hall, Kilmorey Hall Flat 26 (excluding rooms 1, 3)	Band 6: Single en suite bedroom with private bathroom	£235.83		
2 Bedroom apartments	Band 7: Single standard bedroom in 2-bedroom apartment, lounge with shared bathroom and common room	£265.51		
Kilmorey Hall Flat 26 rooms 1,3	Band 8: Large single en suite bedroom with private bathroom	£241.22		
3 Bedroom apartments	Band 7: Single standard bedroom in 3-bedroom apartment, lounge with shared bathroom and common room	£194.53		
Flats for co-habiting couples				
Isambard Complex	Studio flat	£333.90		
Small one bedroom Flat	Small One bedroom flat	£339.22		
Large one bedroom Flat	Large One bedroom flat	£346.29		

NOTE: Accommodation fees are reviewed annually and are fixed for the full academic year. Please note that there is usually an annual increase in accommodation fees each year which will apply from the start of each academic year e.g. 4 September 2023.

Instalment Dates and Accommodation Periods

6.4 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 one instalment

for Term 1 contracts, three termly instalments for undergraduate length contracts and in four termly instalments for postgraduate/research length contracts as follows:

Payment Date	Term	Accommodation Period (inclusive)	Weeks
11 October 2023	Autumn 2023 (Term 1 contracts only)	10 September 2023 to 14 January 2024	18 weeks and 1 day
11 October 2023	Autumn Term 2023	10 September 2023 to 9 December 2023	13 weeks
17 January 2024	Spring Term 2024	10 December 2023 to 9 March 2024	13 weeks
24 April 2024	Summer Term 2024	10 March 2024 to 2 June 2024	12 weeks and 1 day
24 April 2024	Summer Term 2024 (MBBS length contracts only)	10 March 2024 to 28 (new students) or 14 (returning students) July 2024	20 weeks and 1 day (new students) or 18 weeks and 1 day (returning students)
29 July 2024	Summer Vacation 2024 (postgraduate/research length contracts only)	3 June 2024 to 1 September 2024	13 weeks

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.

Contract Lengths

6.5 If your entry/start date occurs at any other time of the academic year than the start dates below, accommodation will only be offered subject to availability.

UNDERGRADUATE LENGTH CONTRACT

Sunday 10 September 2023 to 9.30 am on Monday 3 June 2024 PGCERT LENGTH CONTRACT Sunday 27 August 2023 to 9.30 am Monday 24 June 2024 POSTGRADUATE AND RESEARCHER LENGTH CONTRACT Sunday 10 September 2023 to 9.30 am on Monday 2 September 2024 FLOOD AND COASTAL UNDERGRADUATE STUDENT AND POSTGRADUATE (MARCH COURSE END DATE) LENGTH CONTRACT Sunday 10 September 2023 to 9.30 am on Monday 1 April 2024 PHYSIOTHERAPY RETURNER LEVEL 2 OR 3 Sunday 3 September 2023 to 9.30am on Monday 3 June 2024 MBBS – MEDICAL COURSE LENGTH CONTRACTS (YEAR 1) New students: Sunday 10 September 2023 to 9.30 am on Monday 29 July 2024 Returning students: Sunday 10 September 2023 to 9.30 am on Monday 29 July 2024

EXCHANGE STUDENT CONTRACT LENGTHS

Exchange/Erasmus students are offered one of the following contract period dates: Contract 1 – Sunday 10 September 2023 – 9.30 am on Monday 15 January 2024 Contract 2 – Sunday 10 September 2023 – 9.30 am on Monday 3 June 2024 Contract 3 – Sunday 10 September 2023 – 9.30 am on Monday 2 September 2024 Contract 4 – From January 2024 onwards – 9.30 am on Monday 3 June 2024 Contract 5 – From January 2024 onwards – 9.30 am on Monday 2 September 2024

NOTE: If your course does not match these contract periods you must inform the Allocations Team in advance of accepting the Licence Agreement. Offers of accommodation to Exchange/Erasmus students will be made subject to availability. Accommodation fees are payable for the full contract periods listed above.

Payment methods

- 6.6 All payments need to be made by cleared funds using the following methods:
 - By credit/debit card to the University Income Office on +44 (0)1895 265264;
 - Online by credit/debit card during your online acceptance or at: **www.brunel.ac.uk/courses/paying-your-fees**. After payment has been made online you will receive a confirmation email from the payment provider.

NOTE: If you choose the bank transfer method, please ensure that you include your full name and **Brunel student ID** number on the bank transfer document to help us identify your payment. A copy of the bank transfer receipt must be sent to and received by the Allocations Team by email or post by the deadline date you will have been provided.

Direct Debit

6.7 For Brunel students, payment of the termly accommodation fees for the academic year is preferred by direct debit. You can set up a direct debit at **www.brunel.ac.uk/courses/paying-your-fees**. After you have moved out from campus accommodation you should cancel your direct debit by contacting your bank.

Early Arrival

- 6.8 Students arriving early to their accommodation without prior notice to the Student Living 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 subject to room availability and at the discretion of the Student Living Management Team and therefore 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. If you are applying for an early arrival, please note that you may be allocated a temporary room until your allocated room is available.
- 6.9 If a Resident wishes to take up occupation before the start of the Licence Period it may be possible to arrange this but first you are required to complete the following:
 - 6.9.1 Complete an online early arrival request form available at https://accom.brunel.ac.uk/apply;
 - 6.9.2 If early entry is available, the Resident will be charged room fees for the booked days whether they occupy the room or not. Charges will apply for extra nights at the relevant nightly rate;
 - 6.9.3 Payment must be made in full in advance at the time of booking. Without payment your booking will not be complete and keys/access cards will not be issued.
 - 6.9.4 Because you will be arriving to take up your campus accommodation before the actual start date in your Licence Agreement please note that you may be the only occupant of the accommodation until other Residents move in on Sunday **10 September 2023**. Also, please note that in order to facilitate your early arrival, your room will have been cleaned, but the communal areas of the accommodation, (e.g. kitchen/bathrooms if it is a standard hall) may still require cleaning and therefore you may experience some inconvenience and disruption during this time.

- 6.9.5 Please note that while we endeavour to make every effort to accommodate you in the same room as your main allocation some students may be placed in a temporary room until your accommodation is available and ready.
- 6.9.6 It may not always be possible to arrive early, therefore, you may need to make alternative off campus arrangements. Please check the early arrival conditions at **https://accom.brunel.ac.uk/apply** for full details.
- **NOTE:** All students should decide for their accommodation before they arrive at the University to start their course. Please ensure that you have secured your accommodation before you travel to the University.
- 6.10 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

6.11 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, please refer to section 23 for further information. 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

- 6.12 Reduced accommodation fees will not be permitted for late arrivals or early departures, except under the terms set out in regulation 9.4.
- 6.13 No refund will be made and regulation 9.4 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.
- 6.14 Rebates are not given to students who do not occupy their rooms during the Christmas, Easter or Summer breaks. Regulation 9.4 will apply to **all Residents** who vacate their rooms before the end of their Licence Agreement. After keys/access cards are returned to the Student Living Reception students should wait until the vacating has been processed and can contact the Allocations Team after 1 week of vacating if they require information on their student account balance.

Outstanding Money and Charges

- 6.15 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, please also refer to section 23.
- 6.16 Students with outstanding accommodation related charges will not be eligible for gesture of goodwill payments in relation to their accommodation.
- 6.17 Students liable to pay any outstanding accommodation related charges are required to pay them by credit/debit card to the Income Office, please also refer to section 23.

Cancellation conditions for application prior to contract start date (new and returning students)

6.18 All students will have seven days 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).

- 6.19 After the seven-day cancellation period (see regulation 6.18) the following single and studio accommodation cancellation charges will apply:
 - By 3 July 2023: £100
 - By 21 August 2023: £200
 - From 22 August 2023 the full deposit of £350 (or £450 for studio flats) will be retained by the University to cover the additional administrative expenses incurred in finding a replacement and processing their documentation.

All students from 22 August 2023 will be charged the deposit £350 (single room) charge or £450 (Studio/Flats). The deposit is non-refundable and will be retained by the University to cover the Replacement Cost charge. This includes students attending a University formal placement.

Please note: The above room cancellation charges only apply to students once they have been offered and paid a deposit for a campus room.

- 6.20 If you accept your accommodation offer and/or receive a provisional offer and subsequently cancel, the above cancellation charge in regulation 6.19 will apply.
- 6.21 All cancellations must be put in writing to the Allocations Team by completing the online cancellation request form at https://accom.brunel.ac.uk/apply

7 ARRIVAL

- 7.1 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 Allocations Team in writing that they will be arriving late and the Allocations Team have agreed a new arrival date. The late arrival request form must be submitted on the following website in order to notify the Allocations Team https://accom.brunel.ac.uk/apply; and
 - Made a proportion of their accommodation fee instalment as agreed by the Allocations Team; and
 - Paid a £350 (single room) deposit (£450 for studio/ Flats) by cleared funds.
 - Please note, if your room is held and you do not arrive you will be charged for the number of nights the room has been held for and a concessionary charge of £350 (single room), £450 (studios/ flats), please see 7.3 for charges.
- 7.2 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 Allocations Team. 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 Allocations Team, 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 £350 (single room) £450 (Studio/ Flat) 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 a proportion payment of their accommodation fees in advance of their arrival. If the Resident subsequently cancels their room or fails to arrive on the agreed extended date regulation 7.3 will apply.
- 7.3 The Resident will be charged for the nights that the room was held from the start date of the Licence Agreement until written cancellation request has been received by the Student Living staff and a concessionary charge of £350 (single room), £450 (studios/ flats) to cover the Administration and Replacement Costs will be made by the University to cover this cost.
- 7.4 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 halls Code of Conduct - Rules and Regulations.
- 7.5 On the day of arrival Students must bring:
 - Proof of identity (photo ID e.g. student ID card, passport, driving licence);
 - 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 Student Living Hub so you can make use of the arrival information service.

8 PARKING

- 8.1 Students (including 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 and display areas between 8am to 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.
- 8.2 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

9 VACATING

End of session vacating procedure

- 9.1 At the end of the session, students are required to vacate their rooms by 9.30am the morning of the last day of the Licence Period stated in the Licence Agreement. Keys/access cards returned after 9.30am will result in extra room charges (see regulation 9.2). Accommodation should be left to the standard expected in regulation 16.11. Failure to do so will result in additional charges being incurred in accordance with regulation 16.12.
- 9.2 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 Student Living Reception, including partner's keys/access cards for Studio /Flats. Please be advised that you will be charged at the current rate of your room (see regulation 6.3) until your room is cleared. **Outside normal office hours, keys/access cards should be posted through the Student Living Reception letterbox in an envelope collected from your Student Living Reception clearly marked with the student's name, student's number and room/flat/hall details. Please do not leave your keys at the Security Office.**

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 6.11). Disciplinary action or accommodation debt sanctions (see regulation 23 and 24) will be taken by the University against any student who fails to move out by the due date and time.

Please note all keys should be returned to the Student Living Reception office.

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

9.3 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 **Student Living Reception**, the Resident will remain liable for the extra accommodation fees until such time as the keys/access cards are received by their Student Living Reception. The Resident is not permitted to reenter the Accommodation after the Licence Period has ended, even if the keys/access cards have not been returned to the Student Living Reception.

Early Termination During Session

9.4 In the Licence Agreement, Residents agree to take the Accommodation for the full Licence Period as stipulated on the Licence Agreement. If a Resident vacates the Accommodation before the end of the Licence Period and/or returns their keys/access cards to the Student Living 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 if the accommodation is re-let a concessionary charge of £350 (£450 studio/ flats) to cover the Replacement Costs will be applied.

Except where:

The Resident vacated in the first 7 days of the start of the Licence Agreement. In such cases only a concessionary charge of £350 (£450 Studio/ Flats) to cover the Replacement Costs will be made by the University.

- 9.5 Campus vacancies will first be offered to students on the Allocation waiting list. It is likely that it will take at least a few weeks if not longer to clean the room and find a new licensee. However, for some accommodation no replacement may be found, if there is no suitable student replacement for the room. The replacement student for the vacant room will be selected from the Allocations Team waiting list, who are responsible for offering the room to a suitable replacement.
- 9.6 If a Resident wishes to terminate their Licence Agreement early, the University operates the following procedure:
 - 9.6.1 The Resident must notify the Allocations Team in writing of the date they intend to leave.
 - 9.6.2 The Resident must have paid all accommodation fee instalments up to date, any outstanding charges and paid for any damage or missing items (for Debt Management see regulation 23).
 - 9.6.3 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 Student Living 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 16.11. Failure to do so will result in additional charges being incurred in accordance with regulation 16.12.
 - 9.6.3 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.
 - 9.6.4 The University will make the Accommodation available to let.
 - 9.6.5 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). When keys/access cards are returned after 09.30am Monday to Friday they will be regarded as having been returned on the next working day. 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.
 - 9.6.6 The University will add a concessionary charge of £350 (£450 Studio/ Flats) for early termination of your contract, unless the room is not re-let in which case you will be charged until the end of your contract period this will be applied to the Resident's University account and this sum will be payable within seven days, see regulation 9.4.
 - 9.6.7 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 (for Debt Management see regulation 23).
 - 9.6.8 The University will charge the Resident accommodation fees until a suitable/eligible replacement Resident is found by the University from the official University allocation waiting list. Where a suitable replacement is not found the Resident will remain liable for accommodation fees until the end of the Licence Period, see regulation 9.4.
 - 9.6.9 The University will reimburse the Resident for the balance of any pre-paid accommodation fees/deposit remaining after deduction of the above charges.
 - 9.6.10 Students who consider that they have exceptional mitigating circumstances for terminating their Licence Agreement early, can submit an Early Termination Mitigation only after they have vacated their room. All Mitigation appeals must be sent in writing to the Allocations Team via **bca@brunel.ac.uk**, the circumstances will be considered by the University on a case by case basis, usually financial circumstances will not be considered (for Debt Management see regulation 23).

Students issued with a Formal Notice to Vacate (Notice to Determine)

9.7 Where a resident is issued a Formal Notice to Determine regulations 9.4 and 9.5 will not apply. Instead residents will be charged, until the keys/ access cards have been returned, see regulation 9.6.5. Students who have been served an NTD will not be considered for future University owned accommodation.

Changes in Circumstances

- 9.8 If your personal circumstances change during the course of your Licence Period, which affect your eligibility to remain in campus accommodation (e.g. your enrolment status), please contact the Allocations Team. Please note that campus accommodation is not suitable for children. Regulation 9.4 will apply if you choose to move out before the end of your Licence Period.
- 9.9 Should the circumstances of the studio flat couple change (including relationship status), the main applicant and partner are required to notify the Allocations Team as soon as possible. Under certain circumstances the couple may be required to leave the accommodation (halls Code of Conduct Rules and Regulations 9.4 will apply) or move to alternative single accommodation (see regulation 10). For further details please contact the Allocations Team.

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

- 9.10 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.
- 9.11 Charges will be added by the Student Living Reception staff to the Resident's University account and will be payable within seven days of the Resident being notified of the charge.
- 9.12 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 halls Code of Conduct Rules and Regulations 9.4 and 9.6.

10 ROOM EXCHANGES

- 10.1 Residents may not exchange rooms without the prior written consent of the Allocations Team. 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 change 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 halls Code of Conduct Rules 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 Allocations Team must return the keys/access cards for their original room to the Student Living Reception by 9.30am on the next working day following the date agreed by the Allocations Team for the move. A nightly charge for the new room and additional costs (regulation 9.2) for the original room will continue to be applied for keys/access cards not returned to the Student Living Reception on the following working day. Residents are required to comply with regulation 16.11 when vacating their room.

10.8 A room exchange is considered completed when students return their new room inventory paperwork to the Student Living Reception. A nightly charge for the new room and additional costs (regulation 9.2) for the original room will continue to be applied until the inventory paperwork has been returned to the Student Living Reception by the date and time agreed by the Student Living Team.

11 VISITORS/GUESTS - CODE OF BEHAVIOUR

- 11.1 These halls code of conduct Rules and Regulations apply to Residents, visitors and guests. Residents are responsible for ensuring that their visitors (and studio flat partners) comply with the halls Code of Conduct Rules and Regulations at all times within the halls 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 Student Living 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 Student Living Code of Conduct 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 Student Living Team via **studentliving@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.
- 11.8 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.

12 REFERENCES

12.1 The Allocations Team can provide a reference letter for students who have lived in halls and have no outstanding accommodation related charges or Residential alerts/bans on their accounts. Students can request a reference letter or a third party may request a reference letter online at http://accom.brunel.ac.uk/reference. All reference requests from third parties should be made online. The Allocations Team will require permission from the student concerned prior to releasing a reference to a third party. Permission will need to be given to us online by the student at http://accom.brunel.ac.uk/reference once the reference request has been submitted. Please note that a reference letter may take up to one week to process depending on demand, and therefore students should ensure that permission is provided promptly to the Allocations Team when requested. Reference letters will not be provided if a student is in breach of their Licence Agreement or has outstanding accommodation related charges owing to the University.

13 CONDUCT – CODE OF BEHAVIOUR

13.1 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.

- 13.2 Residents must have respect for the property and belongings of others and not use, 'borrow' or damage any items/food which belong to others, without obtaining the owner's permission in advance. This could be considered as theft and may be reported to Security and Police.
- 13.3 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.
- 13.4 Residents and their visitors (and studio flat partners) agree to accept the authority of the Student Living Staff and Security Personnel and comply with their instructions.
- 13.5 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 halls (see regulation 18). 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.
- 13.6 Brunel Student ID cards must be shown or surrendered to Student Living staff and/or Security Personnel upon request.
- 13.7 Residents must not hand over keys/access cards or allow access to University buildings by any person other than a member of Student Living Staff or an authorised member of University staff. Only the authorised Resident/s may enter their accommodation.
- 13.8 Guests are not permitted to remain in the room in the absence of the Resident.
- 13.9 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.
- 13.10 No person (including authorised Residents and Guests) may remain overnight in any area other than a bedroom in the accommodation.
- 13.11 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 <u>will be notified of</u> any planned maintenance programs at least 7 days in advance, this will not be possible for emergency maintenance works. Residents may also check the maintenance work and room inspections page on the Student Intranet page to find out if there are any planned maintenance works https://students.brunel.ac.uk/campus/living-oncampus/living-on-campusmaintenance-work-and-room-inspections
- 13.12 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.
- 13.13 Residents have a responsibility to report any known breaches or illegal activity to the Student Living team or Security as soon as possible to carry out an investigation. Please be aware that Security and the Student Living Team will not disclose the source of the complaint. Any breaches of the halls Code of Conduct Rules and Regulations are treated seriously.

14 NOISE AND NUISANCE- CODE OF CONDUCT

- 14.1 Noise and disruption inside or outside halls 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.
- 14.2 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 halls or to others living on campus or those living in private properties adjacent to the campus.
- 14.3 There must be no noise audible from outside a residence. '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. 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.

- 14.4 Musical instruments must not be played in the halls. Practice rooms are available on campus.
- 14.5 Mixing decks and/or professional sound systems and equipment, must not be used in the halls.
- 14.6 Parties or gatherings are not permitted in and around the halls; they should be held on Student Union premises, with their permission obtained in advance.
- 14.7 The playing of ball games in or around the residential buildings is not permitted.
- 14.8 Residents are not allowed to keep animals or pets in the halls, 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 Student Living Reception, in advance. In such cases the RSPCA will be called to remove all animals.
- 14.9 Skateboards, roller-skates, electrically-propelled devices and any form of scooters are not to be used in or around the halls.
- 14.10 Water and snow fights are not permitted in or around residential buildings.
- 14.11 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 Student Living Reception, the next working day. Residents should also visit the Student Living Reception the next working day, in person, to file a report.
- 14.12 Residents must act reasonably and co-operate, if asked by another Resident to make less noise.
- 14.13 Outside the halls, students should not shout, chant or sing, particularly if returning to halls in the early hours of the morning or during the night. 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 24) 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)

14.14 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 **www.caa.co.uk**.

15 DAMAGE AND LOSS- CODE OF BEHAVIOUR

- 15.1 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 Student Living Reception shall assume that the inventory is correct. Please return your inventory to your Student Living Team. After you have completed the inventory, all defects, damage, losses and breakages relating to halls or University property must be reported without delay to the Student Living Management Team, who will require the Resident to complete a maintenance request form online at https://brunelprod.planoncloud.com
- 15.2 Residents will be required to pay for the full cost of repairing damage to their halls or University property and for repairing or replacing damaged or missing contents unless (in the reasonable opinion of the Student Living Management Team) 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 24).
- 15.3 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 Student Living Team) 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 Student Living Management Team.

- 15.4 Any costs for which a Resident is liable under halls code of conduct Rules and Regulations 15.2 or 15.3, will be added to their University account and will be payable within seven days of notification.
- 15.5 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 24) by the University or the authorities.
- 15.6 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.
- 15.7 Students who lock themselves out of their Residential buildings and who need to regain access **during normal office** hours may seek assistance from the Student Living Reception. Identification must be produced and such requests for assistance will not take priority over other duties of the Student Living 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.

16 PROPER USE OF FACILITIES – CODE OF BEHAVIOUR

- 16.1 Shared kitchen facilities for self-catering are provided in the halls. 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.
- 16.2 Drinking water is only available from the cold tap in kitchens. The water in the bedroom/bathroom is not suitable for drinking.
- 16.3 Any personal posters / pictures displayed outside of your bedroom which cause offence will be removed.

Resident's cleaning responsibilities

- 16.4 Housekeeping services in shared areas of accommodation will be carried out in accordance with the notices displayed in kitchens and flats.
- 16.5 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 charged.
- 16.6 You are responsible for cleaning your room and any en suite bathroom, on a regular basis.
- 16.7 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 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 Student Living Management Team or their representative. Notification about the unacceptable standard of cleaning within halls, will be sent via email to the Resident/s in the specific flats.

- 16.8 The University reserves the right to temporarily withdraw housekeeping services. Residents may not use the kitchens while housekeeping staff are carrying out their duties.
- 16.9 University staff will inspect accommodation at regular intervals. You will be notified when room/flat inspections are due to take place.
- 16.10 Resident/s will incur charges where vomit and/or bodily fluids (e.g. blood, urine and faeces) require cleaning. Please note that there will be a delay for this service as a specialist cleaning company is used.
- 16.11 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
- 16.12 There will be additional charges for accommodation not left to a satisfactory standard on departure.
- 16.13 The Student Living Team 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.
- 16.14 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 halls code of conduct Rules and Regulations. In the interest of security, students should keep kitchens locked wherever possible.
- 16.15 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.
- 16.16 Project work (for example, carpentry, painting, spraying, metalwork, soldering, and welding) is not allowed in the halls, 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.
- 16.17 For safety reasons, Residents must not keep or use cooking appliances (e.g. kettles, microwaves, portable hob, toasters, rice cookers etc.), fridges or freezers in their bedrooms. If you need an appliance in your room for medical reasons, you are required to contact the Wellbeing Team in advance, who will assess your needs and inform the Student Living Teams of your requirements.
- 16.18 Residents must not decorate their accommodation or make any alterations to it.
- 16.19 The University does not accept responsibility for any loss or damage to personal belongings from the halls unless it is as a result of the University acting negligently or in breach of these halls code of conduct - Rules and Regulations. In the interests of security, Residents should keep bedrooms locked wherever possible. Student Living Team will endeavour to secure all unlocked doors where found.
- 16.20 Residents are responsible for ensuring the room is well ventilated to prevent the development of condensation, mould and mildew.

17 FURNITURE, FITTINGS AND FURNISHINGS – CODE OF BEHAVIOUR

- 17.1 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.
- 17.2 Residents must not bring additional furniture into accommodation without prior written permission from the Student Living Team. 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.
- 17.3 Residents are not permitted to bring into University premises washing machines, tumble dryers or dishwashers.
- 17.4 Television satellite dishes are not permitted in or on the halls. Residents must not fix television or radio aerials to the Halls. 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. 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.
- 17.5 Electric vehicles including electric scooters and electric bikes may not be charged using electric power sources in or around Residential buildings. If any electrical vehicles or electrical scooter are found charging in halls of Residence, this will be removed and residents may be subject to disciplinary action.

18 SAFETY AND SECURITY – CODE OF BEHAVIOUR

- 18.1 Students are required to take reasonable care of their own health and safety and that of others. They are expected to cooperate 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).
- 18.1 Most of the halls code of conduct Rules and 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

- 18.3 Entry doors to all halls are controlled by a card entry system. Residents must always shut the doors after use. Student Living staff will secure all unlocked doors if found open.
- 18.4 Residents who will be absent from their Residence for more than seven days, must first notify the Student Living Team at Concourse Hall Reception. If you fail to notify the Student Living Team about your absence, it may be assumed you have vacated before the end of your Licence Period. The Student Living 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 halls code of conduct Rules and Regulations, including the payment of Replacement Costs.
- 18.5 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

- 18.6 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.
- 18.7 Residents must never ignore the alarm evacuation procedures other than at notified testing times.

- 18.8 Electric, gas, oil or other heaters, other than those provided by the University, are not permitted in any part of the halls.
- 18.9 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.
- 18.10 For safety reasons deep fat frying is not permitted in the halls and cooking appliances must only be used in kitchens and not left unattended at any time whilst in use.
- 18.11 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/Policies-P---R.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 the Student Living Reception.
- 18.12 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 halls. 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.
- 18.13 All rooms have 13 amp sockets Only a 3 pin plug or 3 pin plug adaptor (as defined within British standards 1363 and 8546) for UK use may be plugged into any 13 Amp socket outlet. 2 pin worldwide plugs are not to be plugged directly into any 13 Amp socket outlet. One fused 6 way extension lead may be used in each room.
- 18.14 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).
- 18.15 Smoking or use of e cigarettes is not permitted in the Halls.
- 18.16 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.
- 18.17 Incense, candles or any object which smoulders or uses or has used coals (e.g. Shisha), charcoal or has a naked flame must not be brought into halls. For safety reasons, Residents must not use mains powered fairy lights in their room. Fairy lights only operated by battery, are permitted.
- 18.18 Barbecues are not allowed in or around halls. Barbecues may be held in designated barbecue areas only (which are located away from halls) with prior written permission of the Security Office.
- 18.19 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.
- 18.20 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 24) the University may take, the University will report appropriate cases to the authorities. If any fire safety equipment is tampered with, inspections will be carried out to ensure equipment is in working order and students responsible will be charged.
- 18.21 The University takes fire safety very seriously and will take disciplinary action (see regulation 24) for any incident involving a breach of fire safety regulations. These halls code of conduct Rules and 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

- 18.22 Any Resident who is ill or has an accident must inform the Student Living Team or ResLife Ambassadors as soon as reasonably practicable. You may do so by email to **studentliving@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.
- 18.23 Any Resident who is ill or becomes aware that another Resident is ill or has had an accident should inform the Student Living Team or ResLife Ambassadors without delay if they have a reason to suppose the ill or injured Resident has not done so themselves.
- 18.24 If you have been allocated accommodation on medical grounds, it is advisable for you to contact your Student Living Reception to discuss your individual needs in halls, at the earliest opportunity. Please make sure that you speak with your Service Delivery and Compliance Manager on arrival who will provide details of your Personal Emergency Evacuation Plan (PEEP), if applicable. Support and advice are also available from the University's Wellbeing Team. 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 Wellbeing Team and also arrange to meet the Allocations Staff, to discuss individual needs.
- 18.25 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

- 18.26 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.
- 18.27 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.
- 18.28 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.
- 18.29 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.

19 VIOLENCE AND THREATENING – CODE OF 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/equalityanddiversity

- 19.1 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 24), civil court proceedings or refer the matter to the police where appropriate.
- 19.2 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 halls code of conduct Rules and 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.

20 ALCOHOL AND ILLEGAL DRUGS – CODE OF BEHAVIOUR Alcohol

- 20.1 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.
- 20.2 Being under the influence of alcohol will not be treated as a mitigating circumstance where a Resident is in breach of the halls Code of Conduct Rules and Regulations.

Drugs

- 20.3 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 a hallucinogenic or similar effect will result in the University taking steps to terminate the Resident's Licence Agreement.
- 20.4 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.
- 20.5 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 Student Living Reception, or any other appropriate source mentioned in this booklet.

21 BICYCLES – CODE OF BEHAVIOUR

- 21.1 Residents must not keep bicycles in the halls but may use the bicycle racks (external) on campus near to the halls. If your hall of residence has an internal lockable bicycle shed, Residents must obtain a key/access card from the Student Living Reception and lock the shed after use.
- 21.2 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.

22 SOCIAL MEDIA GUIDANCE – CODE OF BEHAVIOUR

22.1 Brunel University London, in consultation with the Union of Brunel Students has published guidance on the use of social media by students. This guidance is intended to support and protect students in their use of social media, and to assist

them in making the best use of it in order to enhance their personal and academic lives. It also makes students aware of the possible risks which may arise from the inappropriate, irresponsible or careless use of social media, both as a Brunel student and in their personal lives. The guidance also gives information about what to do if you encounter misuse of social media and signposts students to relevant support and advice. The guidance is available for all students to read in the Student Handbook at **www.brunel.ac.uk/life/student-handbook/policies** and is also accessible from the main University website in the Policy & Regulations section. If you have any queries about this guidance please contact **hoss@brunel.ac.uk**

23 DEBT MANAGEMENT Scope and objectives

- 23.1 All debts owed to the University will be pursued to the fullest extent allowed by the law.
- 23.2 The University's policy is to treat students in a fair and reasonable manner regarding their responsibility to pay for their accommodation. The aims of the debt management are to minimise levels of student accommodation debt, reduce the stress and financial burden on all students (not just those in debt) that arises from high levels of debt, and protect the overall financial health of the University, allowing it to continue to invest in and provide affordable student accommodation for the future.

The Residents Responsibility

- 23.4 Students must make sure their email address and other contact details are kept up-to-date and notify Student Centre of any change, to enable the University to communicate with them promptly. The University will normally use email, but may use whatever reasonable means of communication is likely to be most effective in the circumstances.
- 23.5 If a student wishes the University to deal with a parent, guardian or third party, it is the student's responsibility to provide the University with written (email is sufficient) consent authorising the University to discuss the student's circumstances with that parent or guardian. The University may determine that it would not be appropriate to deal with a parent, guardian or 3rd party in specific circumstances, even where a student has provided written consent for the University to do so.
- 23.6 If a student believes the University has made an error, or otherwise disagrees with any charges imposed by the University, it is the student's responsibility to raise that with the University at the earliest opportunity. It is recommended that the student sets out their query or grievance in writing to the Allocations Team.
- 23.7 Subject to any genuine dispute or query about a charge, students are personally responsible for ensuring that they meet their contractual obligations to pay all accommodation charges when due. If a student anticipates or experiences any difficulty in being able to meet their contractual obligations, they should contact the Allocations Team at the earliest opportunity. Early contact between the student and the University can help the student to minimise further charges and avoid making things worse.
- 23.8 Students experiencing difficulties in paying any fees and charges should seek advice at the earliest opportunity. If you are experiencing financial difficulties then please contact the Allocations Team at bca@brunel.ac.uk. They will be able to assist you with student loan advice and financial hardship loans which you may be eligible for.

Please click on the following links to contact both teams – Financial Hardship https://students.brunel.ac.uk/support/financial-hardship and Advice and Representation Centre (ARC) part of the Student Union https://www.emailmeform.com/builder/form/MJ62b3cbofS9anZ3c

Brunel University London cares about student wellbeing. If you are currently facing physical, mental health or welfare difficulties, contact the <u>Student Support and Welfare Team</u> for help and support with these issues. Please contact via **studentsupport@brunel.ac.uk** or +44 (0) 1895 267045.

Outside Brunel, students can contact The Samaritans, Nightline, The Mix or Family Lives, <u>contact details for which are</u> <u>available on BruNet</u>.

The University's Responsibility

- 23.9 The University will listen to students and take account of their individual financial and personal circumstances before deciding upon a course of action, which could include seeking legal redress. The University will treat cases of genuine hardship sympathetically.
- 23.10 Evidence provided by the student of their financial or other circumstances will be treated sensitively and according to the provisions of the Data Protection Act.
- 23.11 The University will follow the debt management procedure fairly and impartially and will have due regard to individual circumstances such as:
 - 23.11.1 The amount of the debt the University will not impose disproportionate sanctions for an amount that it reasonably considers to be trivial or insignificant (but it will continue to seek payment of such sums and may take legal action to recover the debt);
 - 23.11.2 whether or not the student has agreed to a payment plan and if so, whether the student is keeping to the plan;
 - 23.11.3 any special circumstances beyond the student's reasonable control, such as delays to student loans, problems with the student's bank account etc;
 - 23.11.4 the student's previous payment record;
 - 23.11.5 the student's overall conduct during his or her time at the University;
 - 23.11.6 whether or not the student is working and if so, how much he/she earns;
 - 23.11.7 other pressing financial commitments the student may have;
 - 23.11.8 other circumstances that may genuinely affect the student's ability to pay the debt.
- 23.12 The University has a responsibility under this procedure to ensure that students are given early warning of action that may be taken against them, and guidance in trying to overcome their financial difficulties. Early communications from the Income Office and will consist of below:
 - Information on how to pay;
 - Income and Payments contact details;
 - Student Support contact details;
 - Student Union Advice Centre details;
 - Sources of Independent debt advice;
 - Information about academic and legal sanctions that may be imposed.

How to pay accommodation fees and other accommodation related charges

- 23.13 Full details on how to make a payment to the University please refer to regulation 6.6 and 6.7 of this rules and regulation booklet. All instalments must be paid by the due dates stipulated in the Licence Agreement.
- 23.14 Students who have not paid their accommodation fees by the due dates will be subject to the debt management procedures detailed below.

Late payment of accommodation related fees and charges

23.15 In the event that an accommodation instalment remains unpaid beyond the due date, reminder letters will be sent to the student requesting immediate payment. The reminder letters are sent out after the payment due date in the event the payment has not been made by the due date. Should the student fail to pay on receipt of the reminder, and/or fail to contact the Allocations team or the Student Centre in order to discuss the matter, further reminder letters will be sent to inform the students of escalated action of referral to solicitors/debt chasing agencies or asking them to vacate the halls of residence, please also refer to regulation 6.11.

- 23.16 The Student Living Team will also endeavour to make direct contact with the student during this period. If there is evidence of genuine difficulty in making payment, the Allocations Team will try to agree a realistic programme of payment, which is within the means of the student and payable over a period.
- 23.17 Students will be advised that they may be required to vacate their room, and may be issued with a Notice to Determine, if they are unable to make or maintain any payment arrangements. Students must be able to provide evidence of their financial circumstances verifying that they can either meet all of their obligations including any payment arrangement made, or that the situation causing the hardship will change and enable full payment.

Consequences and Sanctions for Accommodation Debt

- 23.18 If any instalment remains outstanding beyond the due date and no realistic payment plan has been agreed, students will be issued with Notice to Determine only when they owe accommodation fee in excess of a week's accommodation fee. This notice informs them that continued non-payment of instalments after the due dates will result in the requirement to vacate the room by a specified date. It is always the intention of the University that evicting a student is avoided where possible and as such the Allocations Team will endeavour to contact students directly and make reasonable payment arrangements.
- 23.19 In some circumstances, the Student Living Team will visit students in their room or send email communication to encourage dialogue for settling overdue amounts. The Allocations team will make every effort to support the student, including seeking funding from student support department or bursaries or utilising the deposit amount before they are issued with a Notice to Determine.
- 23.20 Where the deadline for payment of the first instalment has passed and the Notice to Determine is enforceable but the student has failed to vacate the room, the Student Living Team will commence eviction proceedings in accordance with the Housing Act 1988 and Protection from Eviction Act 1977.
- 23.21 The University will remind students of these likely consequences in good time if a payment is missed. If a county court judgement is made against a student, it will seriously affect their credit record, and the student is likely to find it difficult to rent accommodation elsewhere, obtain a credit or store card, or have a mobile phone contract. County court judgements can also affect some career prospects, where the ability to manage one's finances is considered important.
- 23.22 The University will not offer accommodation to an indebted student or former student unless the debt including interest and costs is settled in full. The University may refuse an application for accommodation from an applicant with a poor credit history.
- 23.23 The University may not permit a student to pay by instalments for subsequent years and may insist on full payment for the year's accommodation before the student is allowed to take occupation.
- 23.24 The University may restrict access to services included within the accommodation fee such as internet provision and gym membership. Once a service has been disconnected, it will not be reconnected until after all outstanding debt has been paid. A reconnection fee of £50.00 will be payable before internet service is reinstated. It may take up to 24 hours after payment before service is resumed.
- 23.25 A student who is subject to immigration control (Tier 4 for example) is required to have sufficient funds to cover the costs of their education. Failure to pay charges that are owed to the University may result in the University withdrawing

sponsorship as the individual does not have sufficient funds to meet the costs of studying in the UK. In these circumstances, the student would be withdrawn from the University and may be issued with a formal Notice to Determine for their non-payment of accommodation fees, notwithstanding academic performance.

23.26 The University may not offer accommodation to a student holder of debt, or former-student holder of debt, unless the debt has been settled in full.

Debt recovery actions for Accommodation Debt

23.27 Where the student vacates the room and has unpaid overdue debts, the student details will be passed to a nominated Debt collection Agency (DCA) / Solicitor. The Agency / Solicitor will act on behalf of the University. The Agency /Solicitor will contact the student and endeavour to make a realistic payment arrangement.

- 23.28 Where this is not possible, the Agency/solicitor will be instructed to commence legal proceedings against the debtor. Where the debtor is no longer in the UK, the Agency/Solicitor will instruct an alternative agent in the debtor's location to collect the debt on behalf of the University. Where the debt remains unpaid after Agency/Solicitors initial efforts to recover the amount, then the University will provide instructions to solicitors to obtain a money judgement against the debtor under the County Court Act 1984.
- 23.29 In the event that the University instigates legal proceedings as detailed in this policy, and this results in a County Court Judgement (CCJ) being registered in favour of the University, the student's future ability to obtain credit will be affected. Once judgement has been obtained, the University will consider instigating action to enforce the judgement. But careful consideration will be given to the students known circumstances.
- 23.30 In some cases, enforcement action may be held in abeyance until such time when the student is in a position to pay, or make payments towards the debt. This course of action will be taken regardless of the student's registration status. Students who have accommodation debt outstanding at the end of an academic year will not be entitled to summer accommodation, or University accommodation in subsequent years.

24 DISCIPLINARY PROCEDURES FOR RESIDENTS Introduction

- 24.1 These procedures are aimed at trying to resolve complaints and deal with incidents and allegations of a breach of the halls code of conduct Rules and Regulations, in the most effective and efficient way possible.
- 24.2 All Residents have a Licence Agreement which incorporates the halls code of conduct Rules and Regulations. Residents become legally bound to abide by the halls code of conduct Rules and Regulations when they accept University accommodation.
- 24.3 The purpose of the Disciplinary Procedure for halls code of conduct Rules and Regulations is to determine what measures should be taken against a Resident who has (or whose authorised visitor has), breached the halls code of conduct Rules and Regulations.
- 24.4 Disciplinary action in accordance with the procedures set out in these halls code of conduct Rules and Regulations may be taken against any Resident in breach. 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 halls code of conduct - Rules and Regulations and any action taken. The records will be considered when considering any future applications for University accommodation. In cases of serious or persistent breach of the halls code of conduct - Rules and Regulations, the University may terminate the Licence Agreement. Residents are advised in writing of any financial liability arising out of a breach of the halls code of conduct -Rules and 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 halls code of conduct - Rules and Regulations

Informal Procedure

24.5

24.5.1 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 member of the Student Living Management team. This meeting may be virtual or in the Student Living 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 Student Living Management team, found to be in breach of the halls code of conduct - Rules and Regulations, the Manager will consider whether it is appropriate for Student Living Team 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 Student Living 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.

24.5.2 If a verbal written warning or written warning are not in the reasonable opinion of the Student Living Management 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.

Formal Procedure

24.6

- 24.6.1 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 halls code of conduct Rules and 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 Student Living 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;
- 24.6.2 A record will be kept by the Student Living team, 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.
- 24.6.3 Any Resident who does not agree with any decision of the Head of Student Living or his/her representative may give written notice of intention to appeal in accordance with the Appeals Procedure set out in regulation 25.
- 24.6.4 Where a matter is referred to the Head of Student Living or their representative, they will review any report which has already been prepared under these procedures and may ask a member of Student Living Team to interview the complainant the student against whom the allegation has been made and any witnesses. The member of Student Living Team shall make a full investigation of all relevant facts and prepare a full report for the Head of Student Living or their representative.

25 APPEALS PROCEDURE FOR CODE OF CONDUCT- RULES AND REGULATIONS

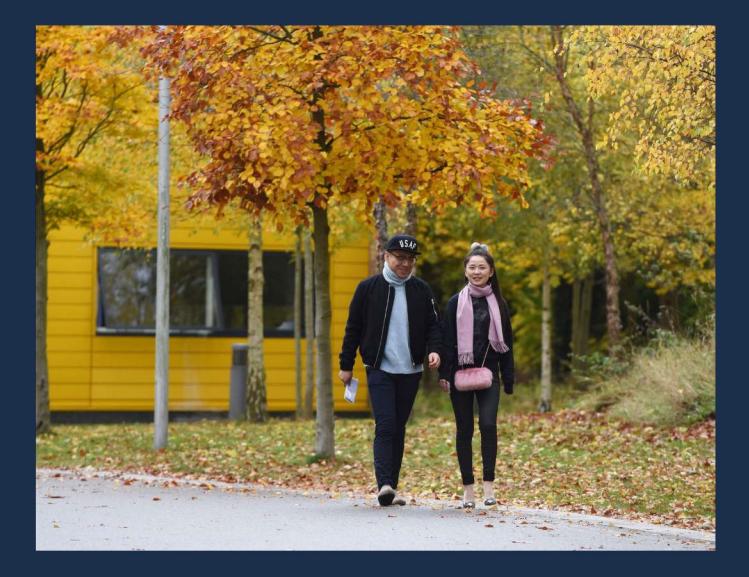
Appeals against findings of a breach of the Halls code of conduct Rules and Regulations

- 25.1 Any student dissatisfied with the disciplinary decision of the Manager, may give written notice of intention to appeal to the Head of Student Living or their representative within ten working days of the student being sent the record of the decision, and the Head of Student Living or their representative will hear the appeal within ten working days.
- 25.2 The student/s must use one of the following grounds for appeal. The grounds for appeal are:
 - 25.2.1 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).
 - 25.2.3 There was a procedural irregularity.
- 25.3 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. You can submit an appeal by emailing **studentliving@brunel.ac.uk**
- 25.4 The Head of Student Living 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 considered.
- 25.5 Where leave to appeal is granted the student/s will be requested to attend an interview with the Head of Student Living or their representative within ten working days of leave to appeal being granted.
- 25.6 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 Student Living or their representative may in their reasonable discretion decide the matter in their absence.

- 25.7 The decision of the Head of Student Living or their representative may not be appealed further at stage 1. S/he may either:
 - 25.7.1 Endorse the earlier decision;
 - 25.7.2 Allow the appeal against the earlier decision;
 - 25.7.3 Substitute a decision or sanction of his/her own within their authority;
- 25.8 If you are dissatisfied with the resolution at Stage 1 students can email the Student Complaints department to escalate to Stage 2 by emailing **Student-Complaints@brunel.ac.uk**. Formal investigation and consideration by the Students Complaints Officer will then take place.

GOT A QUESTION?

Contact us at accominfo.brunel.ac.uk



Student Living Brunel University London

T +44 (0)1895 267 100 brunel.ac.uk/accommodation

