

## **Conditions of Occupancy 2021-22**

### **Introduction**

The Conditions of Occupancy are the terms and conditions which form your Accommodation Contract with Queen's University Belfast. By accepting your accommodation contract you are agreeing to abide by the Conditions of Occupancy detailed in this document.

It is important that you read and familiarise yourself with this information and the **University Living Student Handbook**, which contains further details.

### **Covid-19**

Everyone has a responsibility of stopping the spread of coronavirus (Covid-19)

The Northern Ireland Government has communicated clear guidelines for social distancing and good hygiene. It is your responsibility to:

- Wash your hands on a regular basis
- Adhere to the cleaning guidelines in your kitchen/common room
- Keep your bedroom well ventilated
- Avoid being face to face with people if they are from outside your apartment
- Use hand sanitizer in public areas
- Where a face covering in public areas where this is requested on signage
- Adhere to floor markings and signage which guide safe social distancing
- Keep a 2 metre physical distance from others: pass by someone with a 1 metre distance
- Challenge students/staff if you observe them not adhering to Covid-19 safety measures

Please be guided by updated information as the rules on social distancing change regularly; updates will be communicated to you directly in the weekly student ezine sent to your Queen's email address and by the Residential Life Team.

[We all must play our part to get through Covid-19. Queen's is asking students to commit to our Campus Community Pledge.](#)

Queen's University Belfast adopts the rules and regulation set by the Northern Ireland Government for safety during the COVID-19 pandemic; students not adhering to these rules may be disciplined under the Conduct Regulations.

## 1. OUR OBLIGATIONS

We operate a safety and security service 24 hours per day all year. Elms BT9 reception is open 24/7. Elms BT1 and Elms BT2 receptions are open from 8.00am to 10.00pm each day. During Christmas opening times may vary.

We conduct room inspections throughout the year to ensure you are complying with our health and safety policies (as detailed in section 2). Inspections are carried out after 10.00am and you will be notified 7 days in advance.

We reserve the right to enter your room without your permission under exceptional circumstances and where there is deemed to be a potential risk to student safety. Examples include a fire or suspected fire, a serious electrical fault, suspected misuse of fire or other safety equipment, suspected possession of an illegal substance, suspicion of smoking/vaping, a flood or other emergency.

Your residential fees include the provision of a wired internet connection, Wi-Fi, utilities (heating, hot water and electricity), weekly communal clean in Elms BT9, cleaning of public areas in Elms BT1 and Elms BT2, contents insurance, off-peak membership of Queen's Sport including the BT1 gym and a television licence for communal areas.

If you are living in Willow Walk your residential fees include a wired internet connection and Wi-Fi. There is an allowance for utilities included in the fee, this is based on historical usage for each apartment and is designed to be sufficient to meet your requirements for the length of your contract. You will be given instructions on how to check the level of credit remaining and we will also provide you with credit updates at the following times – the middle of Semester 1, and middle of Semester 2. We would advise you to use the electricity and heating sensibly to avoid having to pay any additional costs and to reduce energy waste. We advise that you set the heating clock to come on each morning for a few hours but ensure it is set to switch off when you are going out of the apartment or going to bed at night. Further details are in the Willow Walk Handbook

We have the right to move you to similar alternative accommodation for reasonable management reasons including but not limited to:

- Any alterations or building work being carried out at the accommodation
- Your accommodation is deemed unfit for occupation

### **General Data Protection Regulation**

Due to the number of students who receive funding from their parents/guardian for their residential fees, we find it helpful at times to discuss details of your accommodation fee account with them. In order to do this, we require your consent. You will be able to do this by signing into your online Accommodation account then going to the 'Method of Payment' section. You can withdraw your consent at any time throughout the year. If you are aged under 18 years your consent is not required.

## 2. YOUR OBLIGATIONS

To follow the latest Government guidance about social distancing and adhere to the required isolation period if you display symptoms of COVID-19 or arrive to Queen's from outside Northern Ireland.

To respect the safety of our staff and other people living in the accommodation with you by making every reasonable effort to minimise the risk of the spread of COVID-19.

The rules set by the Northern Ireland Government for safety during the COVID-19 pandemic are adopted by Queen's University Belfast. Students not adhering to these rules may be disciplined under the Conduct Regulations. Regular updates to the Government's rules or restrictions are sent to students by email; some restrictions impact communal living in student accommodation, for example, there may be restrictions on mixing households, or on having guests to stay. You will receive regular updates to keep you informed.

Due to COVID-19, we understand that there may be changes to the start of your course and also changes to travel or delays in obtaining a visa, therefore you can be assured we will provide the following flexibility with your contract;

- You can apply for a place in Queen's Accommodation, knowing that your deposit is fully refundable should you be unable to take up your place to study.
- If you accept an offer for accommodation but find you are unable to travel, or decide to defer your studies for 12 months, we will cancel your accommodation booking; the deposit, if already paid, is fully refundable.
- If you intend to arrive in September 2021 but your travel is delayed, as a result of COVID-19 restrictions or Visa issues, we will change the starting date of your contract; you will only pay for accommodation from your arrival date.
- If your course commencement date has changed to January 2022, you must contact us and we will make this change to the contract start and end dates. The deposit will be transferred to the new contract starting date, unless you request it to be refunded.

Queen's has in the past permitted students to pause or break their contract in some circumstances related to COVID-19 local restrictions. Should this be the case in the future, students will receive a direct communication to their Queen's email address.

**If you arrive and start your course from September 2021, and then decide to withdraw from Queen's or wish to request to leave your accommodation contract for personal reasons, the normal terms for release from your contract will apply, see below.**

### **Requesting Release from your Accommodation Contract**

The accommodation contract is not a tenancy and does not have a break clause or notice period allowing you to end the contract before the end date. The accommodation contract commits you to your room and you are responsible for the residential fees for the duration of your contract.

- If you are requesting a release from your accommodation only, please ensure you make an appointment with the accommodation team to discuss your options and to complete the relevant paperwork.

- You will still be liable for the fees until another student, who is not currently in contract with Queen's Accommodation, takes up the room, the occurrence of which becomes more difficult later in the year
- It is your responsibility to find another student to move into your room as we do not always have students on a waiting list. A doctor's letter does not guarantee a release from accommodation.
- If you withdraw from Queen's University Belfast or other education institution, you must give two weeks' notice to the Accommodation team to vacate your room and provide us with a copy of the official University or institution's withdrawal form issued by your school or department.
- You will continue to be liable for residential fees until you have given the Accommodation team your notice, have vacated your room and returned your key and/or fob. Your deposit will be used to off-set loss of income.
- If you, or we are in a position to offer your room to another student who is not currently in contract with Queen's Accommodation, part of your deposit may be refunded to you. This is dependent on the length of time it takes for your room to be re-let to another student who is not currently in contract with Queen's Accommodation.
- You are not permitted to sub-let your room under any circumstances.

### **Residential Fees**

You must pay your residential fees on time as outlined in your contract. If this becomes a problem during the year, contact the residential fees team at the earliest opportunity to discuss the matter at [residentialfees@qub.ac.uk](mailto:residentialfees@qub.ac.uk).

Failure to engage with the Finance team or Residential Fees team to agree a suitable plan to manage payment in respect of outstanding fees will result in access to your accommodation being denied until such times as you engage.

Failure to settle accommodation fees will result in you being asked to leave Queen's University accommodation and details of your account will be passed to the University solicitors for recovery of debt.

If you have outstanding accommodation fees debt, you will be ineligible to re-apply for Queen's University accommodation.

### **Fire safety**

You must **NOT** misuse the fire alarm system or the fire equipment, as they are designed for emergency use only.

Deliberate interference with any fire equipment, including fire detection/ smoke alarm, fire extinguishers or fire blankets, fire doors and fire safety signs is a criminal offence in the UK. It also puts your life and the lives of your fellow residents at risk. Queen's Students who tamper with any equipment will be dealt with under the [University's Conduct Regulations](#) and may receive a written warning and fine of up to £500 following a disciplinary investigation.

### **Accidents**

The University has a responsibility for the health, safety and welfare of its students, staff and visitors and aims to provide a safe, healthy and high quality learning and living environment.

Students living in Queen's University accommodation must report all accidents, however small, to Residential Life Team. All students have a legal responsibility to take reasonable care for their own safety and that of others, including guests, and to comply with these guidelines. If you are taken to hospital through injury or illness and are required to remain there for a time, it is important to contact a member of staff.

### **3. A LIVING AND LEARNING ENVIRONMENT**

Queen's Accommodation provides a safe and comfortable home for everyone and it is essential to be mindful and considerate of your neighbours. Queen's University is proud of its multi-cultural diversity and it is important to remember that like you, everyone is here to study, gain independence, develop key skills and make friends for life. Many people living around you will be studying or sleeping at different times and we ask that you respect your fellow residents and the local community at all times.

#### **Discipline**

When you accept an offer to study an academic course at Queen's you also accept to be bound by the Regulations, part of which are Conduct Regulations. Students deemed to be presenting misconduct, will be disciplined within the bounds of the Conduct Regulations. The disciplinary process may result in a fine and/or a written warning, or in your expulsion from the University or exclusion from Queen's University accommodation.

Non-Queen's students will face a disciplinary process within the term of this Accommodation Contract which may result in a fine; the disciplinary process may also result in your exclusion from Queen's University accommodation.

Should you be excluded from Queen's University accommodation or be suspended/expelled from Queen's, you will continue to be liable for residential fees for the duration of your contract. You may also face criminal charges which may affect your eligibility to practice in your chosen career.

#### **Lifestyle Accommodation**

If you accept a contract for a specific lifestyle accommodation such as Quiet Living, No Alcohol or Single Sex, you are required to abide by the specific ethos of this accommodation. Students who do not abide by the lifestyle of their accommodation will face disciplinary action.

#### **Harassment Policy**

The University has a Harassment Policy, details which can be found on Academic & Student Affairs website, therefore if you feel you are the subject of harassment or intimidation please speak to a member of staff immediately. Your accommodation contract means accepting you will neither commit nor allow guests to commit harassment or nuisance of any kind and must always act in a respectable manner.

#### **Noise**

Please keep noise to a minimum at all times, particularly after 11.00pm, to allow other residents to sleep or study. Please keep bedroom/kitchen windows closed in the evening and at night to prevent noise travelling to other accommodation/houses and beyond to adjacent residential streets. You can report a noise complaint anonymously at any time by calling your reception. Any excessive noise caused by you or coming from your accommodation/house will be kept on record and disciplinary action will be taken in line with the Queen's Accommodation Noise Policy.

## **Alcohol**

If you choose to consume alcohol, we expect you to do so in a responsible way and to be mindful and respectful of other students and the local community, particularly when returning from a night out.

Anti-social behaviour due to excessive alcohol consumption is not acceptable and may lead to a disciplinary investigation. Consumption of alcohol is not permitted in accommodation which is designated as 'no alcohol'; if you fail to observe this rule, disciplinary action will result.

## **Smoking/Vaping/E-Cigarettes**

In line with current legislation, the University enforces a no smoking policy throughout all of its buildings and premises, including your bedroom, common areas and outside your accommodation building. Smoking, including e-cigarettes/vaping, is only permitted in designated smoking areas outside. If you are caught smoking or vaping inside your building or anywhere not within the designated smoking areas, you may face disciplinary action within the terms of this accommodation contract.

## **Drugs**

It is a criminal offence to possess, consume and/or deal in drugs. Any action which breaches drugs-related legislation will be regarded as a serious disciplinary matter and will be dealt with accordingly. If you feel that you have a problem with drugs, please contact a member of the Residential Life Team who will be able to advise you of the support available to you. If you have encountered the consumption or dealing of drugs within Queen's Accommodation, please inform a member of staff.

## **Health and Wellbeing**

The University is committed to promoting a safe and supportive environment for students in which they can thrive and grow in independence, and which celebrates equality, diversity and inclusivity. Student health and wellbeing is fundamental to enabling a positive experience of University life. Therefore, it is imperative that you are pro-active in your self-care and engage with appropriate support services such as; your G.P, Student Disability and Student Wellbeing Service. See more information on [Student Wellbeing](#) to support the management of your physical and mental health.

## **Car parking located at Elms BT9**

Due to traffic congestion in Belfast and around Queen's, the University asks students not to bring cars to Belfast. If you require your car, limited car parking is available at Elms BT9 for all students living in accommodation. You may apply for a permit, however, these are limited and must be applied for when you complete your accommodation application. If you are allocated a car parking permit for Elms BT9 the cost should be paid at check in.

If you are unsuccessful in a request for onsite parking permit, you can register your car at the beginning of term at Elms BT9 reception and use the pay-per-use parking at Elms BT9. Please be advised that you must display your parking permit, with your registration number, at all times. We do not provide parking spaces at any other accommodation location.

## **Your bedroom**

We accept that there will be wear and tear in your room throughout the residential year. In order to avoid any damage we would ask you not to change or alter the décor of your bedroom and pictures and posters must only be fixed to the pin board. Any damage caused to furniture or fixtures and fittings, over and above general wear and tear, will be charged to the student(s) responsible. All damage requiring repairs should be reported immediately via the online maintenance system, which is accessible from the website [qub.ac.uk/accommodation](http://qub.ac.uk/accommodation)

On departure, your room/apartment will be inspected and you are expected to have left it in the same condition as you found it when you arrived. You may be charged £25.00 for bedroom cleaning fee and a further £25.00 for kitchen cleaning if it is not left in an acceptable condition. It is also your responsibility, alongside your fellow residents to keep kitchens clean, safe and tidy including removing the rubbish, food waste and recycling to designated bin areas.

You must not duplicate or loan your key to anyone else. There is a charge of £7.50 for a replacement key in a Queen's House and £2.00 charge for every replacement key fob.

### **Electrical Equipment**

You may bring items of electrical equipment for use in your room and testing of your equipment is arranged at the start of the year to identify any fault, free of charge. Electrical equipment which is faulty can cause electric shocks or electrocution. In addition, electrical appliances are often the cause of fires, both due to faults or misuse with the equipment.

The total combined Watts of your appliances at use at any one time in your room cannot exceed 1000W (except in Willow Walk and in Elms BT1/BT2), as this will overload the sockets.

### **Banned items**

Students living within University accommodation come from many international backgrounds and a variety of beliefs, religions and values. In accordance with the University Equality and Diversity Policy we do not allow anyone to display any national flags/emblems/or political slogans that may cause offence.

If an item that is considered to be dangerous or prohibited is discovered in accommodation, it will be removed by a member of staff and you may face a disciplinary investigation. Items which must not be brought into accommodation include, but are not limited to:

- Knives, firearms, replica firearms or swords, air guns, catapults water pistols, water bombs, fireworks, helium or gas canisters
- Weapons of any kind are banned and certain sports equipment, e.g. fencing foils or archery equipment, can be classified as offensive. You may only bring these into accommodation once confirmation has been received by the Head of Queen's Accommodation from Queen's Sport that you are a member of the relevant Queen's University Club; for non-Queen's students the confirmation must be sent from your college or university sport's manager or club manager on appropriate letter heading. The equipment may have to be stored in reception.

The following items are also prohibited:

- Animals, reptiles, fish, insects or birds (assistance dogs are permitted by prior arrangement and relevant medical documents)
- Electric heaters and electric blankets
- Loud speakers
- Candles or incense
- Fairy lights

### **Communication**

Throughout the year, the Accommodation team will send you a weekly e-zine to your QUB or registered email address which will inform you of any important announcements, planned maintenance work residential activities and social events.

Please read this as it will keep you up to date with what is happening in your accommodation. The team may also email you about other matters such as fees. It is, therefore, very important to check your Queen's email account every day; non-Queen's students should check the email account which you registered with Queen's Accommodation in your contact details.

You can also keep up to date with what is happening via our website [www.qub.ac.uk](http://www.qub.ac.uk) [Facebook](#), [Twitter](#) and [Instagram](#) accounts.

At times throughout the year we will send out student surveys to ask about a number of different subjects and service performance. Your response to these is very much appreciated and there are prizes drawn from those who reply. We take action based on your responses and we will communicate these changes throughout the year.