

Conditions of Occupancy 2019/20

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.

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 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

If you are an international student and your arrival has been delayed because of visa issues, you must notify the Accommodation team immediately. You will be released from your contract once proof of the visa refusal has been provided. If this is after the start date of your contract, you will be charged a daily rate until the date the proof is received.

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 you must give two weeks' notice to the Accommodation team to vacate your room and provide us with a copy of the official University withdrawal form issued by your School.
- 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, 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.

Failure to engage with the Accommodation 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 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 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 <u>University's Conduct Regulations</u> and may receive a written warning and fine of up to £500 following a disciplinary investigation. 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 expulsion from the University or exclusion from University accommodation. Should this occur, you will continue to be liable for your 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.

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 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 multicultural 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.

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. Click here for more details.

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 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

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.

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 Accommodation Manager from Queen's Sport that you are a member of an appropriate University Club. 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.

You can also keep up to date with what is happening via our website 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.