

UNIVERSITY OF BIRMINGHAM

HOSPITALITY & ACCOMMODATION SERVICES

E-CONTRACT TERMS & CONDITIONS FOR UNIVERSITY ACCOMMODATION 2010 ACADEMIC YEAR

Please note that the Accommodation will NOT be secured for you until you have accepted your offer and paid the minimum £550 pre-payment through the on-line system.

**N. B. Your contract for University accommodation is a legally binding agreement. Please read it carefully and if you require clarification on any point, please contact
Accommodation Services @ Living
on 0121 414 8000**

Contract for University Accommodation

to be made between You and the University of Birmingham

Please note that the University's offer of accommodation is made on condition that you have, or will have at the beginning of the Accommodation Period, registered as a student at the University of Birmingham and remain its registered student throughout the Accommodation Period.

A. DEFINITIONS

The Accommodation means the study bedroom and shared corridors and kitchen facilities offered to you in the University's offer and detailed in the Appendix attached. This also includes all fixtures, fittings, equipment, furniture and floor coverings within it.

Study bedroom means the bedroom and any en suite facilities within it.

Residence Fees means the residence fees set out in the University's offer and detailed in the Appendix attached

Utility Services means heating, hot and cold water, electricity and lighting supplied to your Accommodation

Any references to 'you' or 'the Student' means yourself as the occupier of the Accommodation

Any references to 'we' or 'the University' means the University of Birmingham

The Accommodation Period for each Residence is as set out in the schedule below.

Residence	Accommodation Period	Length of Contract	Type of Accommodation
Self Catered Accommodation			
Aitken (Flats 8 to 23) POSTGRADUATES ONLY	27 September 2010 to 09 September 2011	50 weeks	Self Catered
Ashcroft	27 September 2010 to 15 July 2011	42 weeks	Self Catered
Elgar Court	27 September 2010 to 15 July 2011	42 weeks	Self Catered
Jarratt Hall (445 rooms)	27 September 2010 to 09 September 2011	50 weeks	Self Catered
Jarratt Hall (175 rooms)	27 September 2010 to 15 July 2011	42 weeks	Self Catered
Maple Bank	27 September 2010 to 15 July 2011	42 weeks	Self Catered
Mason (Single ensuite rooms)	27 September 2010 to 15 July 2011	42 weeks	Self Catered
Mason (Apartments)	27 September 2010 to 09 September 2011	50 weeks	Self Catered
Oakley Court	27 September 2010 to 15 July 2011	42 weeks	Self Catered

Residence	Accommodation Period	Length Contract	of	Type of Accommodation
Pritchatts House	27 September 2010 to 15 July 2011	42 weeks		Self Catered
Shackleton (One bed studio or apartment)	27 September 2010 to 15 July 2011	42 weeks		Self Catered
The Spinney	27 September 2010 to 15 July 2011	42 weeks		Self Catered
Tennis Court	27 September 2010 to 15 July 2011	42 weeks		Self Catered
9 & 11 Pritchatts Road	27 September 2010 to 17 January 2011*	16 weeks		Self Catered
Meal Plan Accommodation				
Aitken (Flats 1 to 7) UNDERGRADUATES ONLY	27 September 2010 to 15 July 2011	42 weeks		Meal Plan
Chelwood	27 September 2010 to 15 July 2011	42 weeks		Meal Plan
Maple Bank	27 September 2010 to 15 July 2011	42 weeks		Meal Plan
Mason	27 September 2010 to 15 July 2011	42 weeks		Meal Plan
Shackleton	27 September 2010 to 15 July 2011	42 weeks		Meal Plan
Tennis Court	27 September 2010 to 15 July 2011	42 weeks		Meal Plan

* = Due to a refurbishment programme 9 & 11 Pritchatts Road will only be available for the first term, with dates indicated as above (end date to be confirmed). Students will then be offered rooms in 3 & 7 Pritchatts Road for the rest of the academic year.

Meal Plan Accommodation Residents Only

“Meal Plan accommodation” means that your residence fees include both your accommodation and catering provision. For more details on the catering element please refer to the Meal Plan Frequently Asked Questions (FAQ) Leaflet available in the accommodation offer pack information via www.has.bham.ac.uk/studentaccom/offerpackinfo/index.shtml



B. HOW TO SECURE YOUR ACCOMMODATION

If you wish to accept the University's offer of accommodation you must accept online and make a minimum £550 pre-payment or payment in full, within **7 days** of receipt of the offer.

When you accept the University's accommodation offer, you will need to select your intended method of payment for the balance of the residence fees.

Please note that once you have opted for a particular method of payment, you will not be able to change it during the Accommodation Period.

If you select to pay the residence fees by instalment, the £550 pre-payment will be deducted from your total residence fees, and the remaining balance will be divided into equal instalments, with any odd pence being added to the first instalment. You will also need to complete and sign a credit agreement in accordance with the Consumer Credit Act 1974. This will be forwarded to you by the Finance Office once your direct debit instruction has been processed. In the event of unpaid instalments or cheques, a reasonable administration fee of not more than £25 will be levied for each rejected entry.

CANCELLATION: When you have accepted and made payment on-line, you have the right to withdraw your acceptance of the offer and cancel the contract, provided you do so in writing, quoting your student ID number to **Accommodation Services @ Living, University of Birmingham, University Centre, Edgbaston, Birmingham, UK, B15 2TT**, or email to **cancelonlineaccom@contacts.bham.ac.uk** within **7 days** beginning the day after the date on which you accept this offer of accommodation.

The right does not apply where the accommodation is available for occupation before the end of the 7 day period and you have taken up occupation.

If you decide not to move into the accommodation reserved for you after you have accepted the University's offer, then you must let Accommodation Services know in writing immediately so that the University can try to re-let the accommodation. The University shall be entitled to deduct its reasonable administrative costs together with the amount necessary to cover residence fees for the period that the accommodation remains unlet before refunding the remaining balance held back to you.

You will need to show a print out of your offer when you arrive to pick up the keys to your accommodation.

Please note that your Accommodation will NOT be secured for you unless you accept online and make a minimum £550 pre-payment.

The University of Birmingham is a member of the **Universities UK (UUK) Code of Practice for the Management of Student Housing**. This Code confirms our commitment to best practice in the management of our student residences; for more details regarding this please go to www.has.bham.ac.uk/studentaccom/uuk/

For more information on the UUK Code of Practice go to www.uukcode.info/ and to download a full version of the Code please go to www.universitiesuk.ac.uk/acop/

C. THE UNIVERSITY'S OBLIGATIONS – our responsibilities to you

1. The University will provide you with a reasonable standard of accommodation where you can live and study with as few problems as possible.
2. We will use our best endeavours to ensure that any repairs or cleaning services are carried out promptly and in an efficient manner.
3. We will use our best endeavours to provide adequate heating and lighting in the Accommodation. But the University cannot accept responsibility for the failure of any services in the Accommodation, which are outside its control.
4. The University reserves the right to enter and search your Accommodation with the consent of the Village Manager or equivalent, in the interests of safety, health or the maintenance of law and order or to carry out essential repairs or maintenance.
5. We will carry out a routine inspection at least termly in each Residence. If access is required to inspect your Accommodation you will be given at least 24 hours notice in advance.
6. You must comply with the University's Policies covering Equality and Diversity, which are implemented for the general welfare of all our students. Details are available on the University website www.equality.bham.ac.uk/policy

D. THE STUDENT'S OBLIGATIONS – your responsibilities



1. HEALTH AND SAFETY

- a. In order to ensure your health and safety you should report any defects or repairs needing attention to the Village Manager as quickly as possible.
- b. Please do not authorise any contractors to do repairs without written permission from the Village Manager or you may be held responsible for paying the bill. If additional damage is caused to the Accommodation due to failure to report defects and repairs promptly, additional charges may be incurred for which you might be held responsible.
- c. You must **NOT** keep bicycles or motorcycles in the Accommodation or common parts. Dedicated areas for bicycle storage are available in the majority of Residences. The University has the right to remove and subsequently dispose of any bicycle or motorcycle left in breach of this condition, and will not accept liability for damage to or loss of such items. We have guidelines relating to Health and Safety at www.bham.ac.uk/SafetyUnit/ which are implemented for the general welfare of all our students.



2. FIRE SAFETY

- a. You should familiarise yourself with the fire and safety procedures and the appropriate escape route in the event of a fire alarm in your Residence. You must abide by all fire or safety regulations and co-operate with the emergency services (including Security and other personnel). You must **NOT** interfere with any fire or safety appliances. You should be aware that interference with or misuse of fire fighting equipment or alarm systems is a criminal offence and will be treated as such by the University.
- b. You should never cook in the study bedrooms of the Accommodation due to the fire risk.
- c. Except for those rooms/flats which are designated by the University as smoking rooms/flats, you must **NOT** smoke anywhere within the Accommodation or in the common parts of the Residence.
- d. You are **NOT** permitted to use any inflammables, candles, incense sticks, any apparatus using halogen bulbs or halogen heaters and chip pans within the Accommodation since these pose a serious fire risk not only to yourself but also to others. The University (acting reasonably and in the interests of fire safety) reserves the right to remove any such items into safe keeping which you can reclaim from the Village Manager when you move out of your Accommodation
- e. If any fire extinguisher is discharged without proper cause by you or your visitors you will be liable to pay the cost of refilling the fire extinguisher plus an administrative charge not to exceed £50.00.
- f. If any fire alarm is activated without proper cause by you or your visitors you will be liable to pay a charge of £40.00. If fire/smoke/heat detectors are tampered with you will be liable to pay a safety check charge of £40.00.

The above does not preclude any other action that the Fire Authority or the University may decide to take.



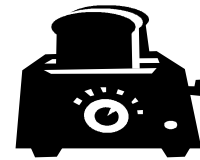
3. ELECTRICITY AND GAS SUPPLIES

- a. You are responsible for replacing low energy light bulbs with the same type bulbs in your Accommodation.
- b. You must check that your own electrical appliances are made to British Standard and are wired correctly. You are responsible for replacing fuses with the same type in your own electrical appliances. Seek advice from Accommodation staff if you are unsure. The University reserves the right to remove any unsafe or faulty electrical appliances found in your Accommodation. Students can reclaim these from the Village Manager when they move out of the Accommodation.
- c. If you are living in Accommodation with its own gas central heating boiler, you must report any defect in its performance to the Village Manager immediately. If you suspect a gas leak, turn off the main gas tap to the flat and ring Transco immediately (**Telephone: 0800 111 999**).



4. SECURITY

- a. The University will not be liable for injury or the loss of, or damage, to any personal property in University accommodation except in cases of negligence on its part. Personal possessions insurance cover is provided within your Residence Fees. You are required to familiarise yourself with the cover provided by the insurer (as set out in their documentation supplied to you) and to arrange for additional cover, where required, yourself. **Please note that cover is only provided for the Accommodation Period.** You should report non-receipt of the relevant insurance documentation to Accommodation Services and the documentation will be forwarded to you.
- b. If your **personal belongings and property**, including bicycles, cars, clothing, furniture, foodstuffs, books and University coursework are not removed from the Accommodation by the end of the Accommodation Period they will be removed and subsequently disposed of without liability on the part of the University.
- c. The University has installed close circuit television (CCTV) on some of the Residences where images are recorded continuously and monitored from reception areas for security purposes. You must not tamper with this apparatus.
- d. Under the provisions of the Data Protection Act 1998, if you wish to see an image(s) of yourself or any personal information regarding yourself you need to submit a “subject access request” in writing to the **University’s Information Compliance Manager** in Legal Services who will decide whether the image(s) is still in existence and whether to release the image(s) or the personal information. There is currently a charge of £10 for this service and you should include a cheque for £10 payable to “The University of Birmingham” with your “subject access request”.



5. KITCHEN FACILITIES, FOOD STORAGE, WASHING FACILITIES, FURNISHING, CLEANING ROUTINES AND OTHER MATTERS

- a. You must not use or install any cooking, heating, washing, drying or refrigeration appliances in the Accommodation which have not been supplied by the University, unless permitted to do so in writing by the University.
- b. You must keep your study bedroom clean and tidy and this includes any en suite facilities provided.
- c. You must ensure that all refuse is safely disposed of on a daily basis and not left to accumulate in the Accommodation. All rubbish and kitchen waste must be put into sealed bags and placed in the containers provided for refuse disposal.
- d. When the Accommodation is shared by a group of students, the cleaning of the communal areas, including the kitchen, is the joint responsibility of the residents of that Accommodation. It is suggested that a weekly cleaning rota is the best way of ensuring that the Accommodation is kept clean and each student should do their fair share and not expect other students to cover for them.
- e. You must defrost fridge/freezers regularly, preferably at least once every term.

Disciplinary action may be taken against any student who fails to abide by these conditions and the University reserves the right to arrange for cleaning and to charge you a fair and reasonable amount to cover its administrative costs, not to exceed £50 in addition to any cleaning costs in doing so.



6. MAINTENANCE AND REPAIR

- a. You must reimburse the University for the reasonable cost of repairs and making good any damage or loss to the Accommodation or fixtures and fittings, equipment, furniture or floor coverings including the common parts of the Residence, the building or University property (including an administration charge which shall not exceed £50) for which you or your guests are held responsible
- b. You should familiarise yourself with the location of the main gas and water stopcocks and be able to turn them off in cases of emergency
- c. You must take care when hanging posters or pictures not to mark the walls. Please use the notice board/pin board provided. You must **NOT** drill holes in the walls to erect shelving or otherwise without written permission from the Village Manager
- d. You must take reasonable steps to ensure that no damage is caused to the Accommodation during the winter as a result of burst pipes.
- e. You must not attempt to alter, add to, or in any way interfere with the construction, arrangement or services of the Accommodation, including external fixtures or fittings, locks, door or window closures or electrical fittings.
- f. You are not permitted to erect aerials or satellite dishes in the Accommodation.
- g. You must not attempt to cover or block any ventilation grilles, which could result in dampness in the Accommodation due to condensation.
- h. No telecommunications points and equipment other than the prevailing 3rd party telecommunications provider is to be installed and/or connected in the Accommodation without the prior written consent of the University.



7. ENVIRONMENTAL QUALITY AND ENERGY

The University is committed to the conservation and improvement of the environment and to minimising the environmental impact arising from its activities. As a resident of University accommodation you have a major part to play in helping us to achieve our objective to sustainability and conservation of the environment. If your Accommodation is too warm, where you have control over your heating, we would ask you to turn down the heating rather than open the windows with the heating on, thus reducing energy use, costs and for environmental reasons.

Please see Section 4, Environmental Quality in the relevant Code of Practice information for your Accommodation for more advice and information on energy efficiency, available at www.has.bham.ac.uk/studentaccom/uuk/

Included within your Residence Fees is an allowance to cover the average cost of providing Utility Services to your Accommodation for the Accommodation Period based on the previous year's expenditure for that Residence.

- a. We would ask you to be sensible with regard to your usage of these essential Utility Services to help the University keep its carbon emissions and energy costs to a minimum. You must try to help us conserve energy and these resources or not use these Utility Services in a wasteful way. We also reserve the right to make an additional charge to reflect a fair and reasonable proportion of the additional cost of electricity and gas used in your Residence during the Accommodation Period over and above the allowance we already made within your Residence Fees. Should we have to make such an additional charge we will give you notice of the amount and a reasonable amount of time to pay together with a breakdown of the increased electricity and gas costs that the University is trying to recover a fair and reasonable proportion of.
- b. The University has a very limited number of parking spaces on its residential sites and therefore you are not encouraged to bring your own vehicle.
- c. You are **NOT** permitted to park vehicles at **Jarratt Hall, except for blue badge holders by prior arrangement with reception for drivers who require access to a mobility parking space.**

The Vale Village and Pritchatts Park Village have a limited number of mobility parking spaces which operates on the same basis as Jarratt Hall above.

In addition, the Vale Village and Pritchatts Park Village have a limited number of parking spaces and permits are available from reception with a current charge of £220 for 42 weeks or £80 for the Autumn and Spring Terms, or £60 for the Summer Term. Please note this operates on a first come first serve basis due to the limited availability of parking spaces. Visitors parking permits are available at a cost of £1.50 per day; please contact reception on arrival for more details.

We currently work with Parkforce, a parking enforcement agency, to control unauthorised parking on the Vale and Pritchatts Park Villages. Please note that any cars parked without displaying an appropriate permit or with a permit but parked in a restricted areas will be subject to a penalty charge, currently £60, with escalating charges for late payment.

- d. All glass, bottles, plastic, paper and recyclable materials should be taken by you and placed in the designated recycling points regularly and not left to accumulate in the Accommodation.

8. LANDLORD AND STUDENT/TENANT RELATIONSHIP

- a. You are not permitted to have children staying in your Accommodation.
- b. No more than the allocated number of persons should reside in the Accommodation and the person actually occupying the Accommodation should be the named person specified in the Appendix to this Contract.
- c. In some Residences it may be possible to have a guest staying overnight. This may be in a specified guest bedroom, which can be booked from the Village Manager upon payment of a fee. Where no guest bedroom is available you may, at the sole discretion of the Village Manager, accommodate a visitor in the Accommodation for a maximum of two nights in a row on an occasional basis only. For fire safety reasons any visitor's presence must be notified to the Village Manager or other designated person (who has responsibility for evacuation). This procedure may be varied at the discretion of the Village Manager.

9. RESIDENCE FEES AND CONTRACTUAL RELATIONSHIP

- a. You must pay your Residence Fees at the times and in the manner set out in the E-Contract, without deduction or set-off. If you have any concerns or complaints regarding

your Accommodation you are NOT permitted to withhold Residence Fee payments. We would advise you to raise your concern immediately at the Village Reception or Accommodation Services, whichever is appropriate. Or register your concern under the Student Accommodation Complaints Policy and Procedures, a booklet and form is available at your Village Reception, Accommodation Services or on-line at www.has.bham.ac.uk/studentaccom/uuk/complaint.shtml

You can also register any concern, comment or suggestion by completing the simple on-line form at www.has.bham.ac.uk/studentaccom/uuk/comments.shtml .

- b. You must notify the Finance Office or Accommodation Services immediately in writing if you are in financial difficulties and unable to pay your Residence Fees on their due date outlining your difficulties and your proposals for payment.
- c. An offer of accommodation is accepted by you on the understanding that you will remain in the Accommodation for the full Accommodation Period. If you move out of the Accommodation before the end of the Accommodation Period, you will remain responsible for the Residence Fees for the entire Accommodation Period unless you find a student to replace you who is both acceptable to Accommodation Services and is someone who is not already living in other University owned or managed accommodation. Partial refunds of Residence Fees are only given where the University is able to re-let the Accommodation for the remainder of the Accommodation Period. Refunds will be made by the University where reasonably considered appropriate by Accommodation Services, the University having first deducted a fair and reasonable amount to cover its administrative costs, not to exceed £50, and also cleaning costs and for repairs of any damage caused to the Accommodation during your occupation.
- d. The absence of a signed contract does not materially affect the relationship between the Student and the University. A contract is formed by the making of an offer and the student accepting the offer. The act of accepting and signing for the keys to their Accommodation and moving in proves the existence of a contractual relationship and does not have to be evidenced by a signed contract. You will still be bound by the provisions of this contract without signing it should you sign for keys and move in.
- e. You must clear, clean and vacate the Accommodation by no later than 10.00 am on the day after the Accommodation Period ends otherwise Residence Fees will continue to be charged at the full rate until this has been done. You must return the original (not duplicate) keys to the Reception/Village Manager and they **must not** be handed to another student. If keys are not returned at all or are returned more than 2 days after the end of your contract you will be charged £75.00 for the cost of the replacement lock and keys.
- f. The University reserves the right to change the location of your Accommodation and in accepting our offer of accommodation you agree that you will move when requested from one room to another on the same site or to another Residence. Student employees of the Student Mentor Scheme who cease such employment may be asked to vacate their allocated Accommodation should it be required for another student employee. However, Accommodation Services will assist you to find alternative accommodation, which may or may not be University owned or managed.

If you are a student without a mobility disability occupying a mobility adapted room you should be aware that you will be expected to move out to a standard unadapted room on the same site or to another Residence whenever the University so requires, for a student with a mobility disability, giving you at least one week's notice.

- g. You are permitted to request a transfer to another room on the site or to another University Residence, subject to availability. You will be charged £50 as a contribution towards the University's administrative and cleaning costs.
- h. Please note that an application for accommodation is not an application for admission to the University as a student or vice versa.
- i. You will be required to vacate the Accommodation if you withdraw from your studies and cease to be a registered student OR in the event that you are formally excluded from the

University for whatever reason OR in the event that you are granted a formal leave of absence from the University (upon receipt of the University's notice to vacate) OR if you commit serious or persistent breaches of this Contract including Section D, the Student's obligations (upon receipt of the University's notice to vacate). In such cases you will be required to pay one month's rent in lieu of notice or until the room is re-let, whichever is the earlier.

- j. If you are in arrears with the payment of Residence Fees (or any other payment due and owing under this Contract) then the University reserves its rights to take both enforcement action for non-payment and also to issue a notice for you to vacate the Accommodation should it so decide necessary.
- k. **The Student confirms that the University is hereby authorised to release information confirming their rental payment history in relation to the Accommodation to third parties who specifically request a credit reference for that Student from Accommodation Services in relation to future accommodation. History of late or non payment of Residence Fees will be passed on.** Please note that no comments will be made on any other matter without your written authority and as a matter of policy the University does not comment on the good character or otherwise of individuals.
- l. The University shall not be liable in damages and you shall not have the right to terminate this Contract for any delay or default in performance of the obligations under this Contract if such delay or default is caused by reasons beyond the University's control including, but not limited to, war, national emergency, terrorism, government restrictions, acts of god, industrial action, unforeseen closure of the University and/or unavailability of key personnel provided that the University gives you notice of the reasons for such delay or default and uses reasonable endeavours to confirm when the Contract is likely to resume.

Meal Plan Accommodation Residents Only

- a. As a resident of a Meal Plan Hall of Residence or designated Meal Plan flat, you are provided with accommodation and catering. Full details of the catering provision are laid out in the Meal Plan Frequently Asked Questions (FAQ) leaflet available in the accommodation offer pack information via www.has.bham.ac.uk/studentaccom/offerpackinfo/index.shtml. Under the terms of this contract your accommodation and catering are provided as a package and consequently it is not possible to opt out of receiving the catering provision without also transferring to non-Meal Plan designated accommodation (subject to availability).
- b. All catered meals are to be taken in The Hub (at the Vale Village)

10. ANTI SOCIAL BEHAVIOUR AND DISCIPLINARY PROCEDURES

- a. You must **NOT** keep, bring, use or allow the following into the Residence or the Accommodation :-
 - any unlawful drugs or other such substances including any controlled drugs listed in the Misuse of Drugs Act 1971
 - firearms, airguns, combat knives or other dangerous weapons of any sort
 - gaming machines, pool tables, juke boxes or similar such items
 - road signs, traffic cones, shopping trolleys or the like
- b. You must not use the Accommodation for any reason other than your own private residential use.
- c. You must not gamble in the Residence
- d. You must not keep pets or other animals in your Accommodation, with the exception of assistance dogs.

- e. You must ensure that no disturbance, inconvenience, nuisance or annoyance is caused to any other resident(s) in the Residence or the neighbouring vicinity by any form of antisocial behaviour by you or your authorised guests in the Accommodation. You must keep noise to a minimum, both during the daytime and particularly at night i.e. between the hours of 23.00hr and 08.00hr
- f. You must comply with the University's rules/requests regarding antisocial behaviour. You must comply with all current University legislation, which is freely available on the University website www.ppd.bham.ac.uk/policy/legislation The University reserves the right to terminate this Contract if your health or behaviour poses a serious risk to others in the Residence or for any serious or persistent breach of your obligations under this contract.
- g. You must not play or allow to be played ball games inside any part of the Residence nor on any landscaped areas adjoining the Residence.
- h. You must comply with the University's Guidelines on Race and Sex Discrimination. Details on the University website <http://www.equality.bham.ac.uk/>
- i. You must comply with the "General Conditions of Use of Computing and Network Facilities" when using any computers and/or computer network and internet connections in the Accommodation. These conditions can be found under Computing Guides on the University website <http://www.it.bham.ac.uk/policy/>
- j. If you subscribe to and download the relevant software to access the Internet Provided Television (IPTV) service, currently provided by ASK4, you are required by law to obtain a colour Television Licence. You shall indemnify Ask4 and the University against any liability that they may incur as a result of your failure to comply with this provision or in respect of any infringement of broadcasting rights by you.
- k. You must not to put up any sign, poster, banner, advertisement or recyclable materials in the window of the Accommodation so as to be visible from the outside.

E. PERSONAL SAFETY, MEDICAL AND EMERGENCY FIRST AID

- a. Research based information on drugs and other important issues (e.g. Meningitis) is available on the University website www.as.bham.ac.uk/studentlife/welcome/documents/studenthandbook.pdf This information includes: safety aspects; short and long-term health risks; implications for future professional careers; legal consequences and University regulations.
- b. Further information and advice is available from the Advice and Representation Centre (The Arc), Guild of Students. Tel: 0121 251 2400, or visit the Guild of Students website www.guildofstudents.com
- c. Confidential counselling is available from the Student Support and Counselling Service. Tel: 0121 414 5130 or the University website www.as.bham.ac.uk/study/support/counsell/
- d. It is essential that you register with a local doctor; otherwise you might not get medical help. Complete the Accommodation Acceptance Card, giving your doctors details, and return it to your allocated site's reception when collecting your keys. Anyone too unwell to leave their bed should ask another student to contact their own tutor or the Student Mentor as soon as possible.
- e. In a medical emergency telephone Emergency Services immediately on **999** and advise and update the Village Manager or site staff.
- f. In other non-medical emergencies you can contact a Student Mentor/Village Manager or NIGHTLINE (Tel: Free on internal extension 7999 between 18.00hr & 08.00hr or email nightline@guild.bham.ac.uk) or The Samaritans (Tel: Linkline 08457 90 90 90 or contact directly at 13 Bow Street, Birmingham B1 1DW Tel: 0121 666 6644).

- g. **Personal Emergency Evacuation Plan (PEEP)**. It is **your** responsibility to tell us that you may have a requirement for assistance in an emergency to evacuate so that the Village Manager can prepare a PEEP. For your own safety we need you to inform us of this requirement as soon as possible.

F. THE STUDENT MENTOR SCHEME

The Student Mentor Scheme is a proactive welfare support system in University Residences. The scheme aims to provide a friendly face to help students enjoy their University experience and deal with any problems they may encounter.

All information processed (i.e. collected, held or disclosed) within Student Mentor Scheme will comply with the Data Protection Act 1998.

Mentors are students, both undergraduates and postgraduates from the UK and abroad, who live in University Residences to help their fellow students to cope with any welfare problems they might experience.

Each Mentor is allocated between 60-80 students, whom they visit approximately every two weeks to see how they are getting on. Mentors don't give advice and are not counsellors, although they do receive comprehensive training. If a student has a problem their Mentor will listen to them and then, if necessary, refer them to more specialist help. In addition to the Mentors who live in University residences, some Mentors live in the private sector and come onto site to work with students.

Student Mentors also work on call each night during term-time between the hours of 18.00hr and 08.00hr in the event of a student needing them for a welfare problem. The Mentor on call each night is shown on noticeboards around sites and can also be found at www.guildofstudents.com/studentmentors

Mentors also distribute regular campaigns on welfare issues, such as exam stress, housing and money issues. You can view the current campaign on the Guild's website www.guildofstudents.com/studentmentors

Mentors can help with a wide range of issues, including:

- General information
- Academic concerns
- Financial problems
- Emotional issues or homesickness
- Queries from International Students

They don't deal with repairs, lost keys or discipline matters of any kind, although if you live in a Residence, they will be able to direct you to the site staff who will be able to assist you with these problems.

The Student Mentors and Team Leaders working in Residences are supported by a team of full-time staff, based in the Student Mentor Office on the ground floor of the Guild of Students.

In addition to the normal office hours of 10.00hr – 16.00hr on weekdays, there is a member of support staff on call every night and during weekends to provide support to the Student Mentors or to students directly if they have any problems during their shift.

These staff also liaise with other Guild and University departments and monitor student feedback to constantly improve the Student Mentor Scheme. They are responsible for recruiting and training the Mentors and then monitoring and supporting them throughout the year.

The Support Staff can be contacted by telephone on 0121 251 2395 or by e-mail at mentors@guild.bham.ac.uk The On-Call Support can be contacted on 07786 277 654

STUDENT MENTOR SCHEME - Data Protection Act

- a. You hereby confirm that the University of Birmingham and the Guild of Students may hold information in connection with your welfare whilst you are resident in the Accommodation. Such data may be held by employees of the University and the Guild of Students operating the Student Mentor Scheme and may be shared with other employees working within the Student Mentor Scheme. The information will be held and dealt with strictly according to the University's Data Protection Policy and the Data Protection Act 1998.
- b. In addition, where a Student Mentor considers that there is a reasonable risk of harm, either to you or to a third party, you hereby authorise the Student Mentor to disclose such information to a member of the Support Staff operating the Student Support Scheme who may disclose such information to a doctor, appropriate School Welfare Tutor, Student Support and Counselling service or an appropriate member of staff within the University's Hospitality and Accommodation Service.
- c. A copy of the Student Mentor Scheme's Confidentiality Policy is available at www.gildofstudents.com/studentmentors

For further information, please contact the Student Community Welfare Manager, Guild of Students.

G. STUDENT DISCIPLINE

1. The University has a responsibility to uphold the law and therefore any illegal activity brought to the attention of the University authorities may lead to prosecution by the police, or to disciplinary action by the University, or both. The University operates a clearly defined disciplinary framework, which deals with behaviour which may not be illegal but which is unacceptable. Breach of the Hall or Residence rules is considered to be unacceptable behaviour.
2. The University legislation, which defines the disciplinary framework, is detailed in Regulation 8 (where fitness to practice applies). All University legislation is published electronically on the University website www.ppd.bham.ac.uk/policy/legislation/index.htm
3. The Village Manager has powers to deal with alleged minor offences summarily. Alternatively if the student does not wish the matter to be dealt with summarily it may be referred (depending on whether fitness to practice applies) either to the Accommodation Discipline Committee or the relevant School Fitness to Practice Committee. Any alleged offence may be referred to the Registrar and Secretary of the University to be dealt with under Regulation 8 (where fitness to practice applies) and more serious offences will also be referred.
4. The University makes due provision for students to appeal against disciplinary action which they believe to be unfair or unjust. It is essential to follow the procedure laid down in University legislation. But the general principle is that the appeal is to a higher authority and must be made in writing within 10 working days.
5. It should be noted that the University reserves the right to take disciplinary action against students for unacceptable behaviour, which takes place in the wider community. Such behaviour may be reported to the University authorities by the police.
6. Furthermore, it is a matter for the judgement of an authorised member of staff of the University whether to call the police to any incident in or near a Residence. It is normal for University disciplinary action against a student to be suspended if the police are dealing with that student until such time as the police action comes to an end. It is a University offence to be found guilty of a criminal offence by a court of competent jurisdiction and it is also a University offence to be cautioned by the police. Police action may well be followed by University action.
7. The Terms and Conditions of this contract do not override amend or vary the University's Regulations on discipline in any way and if there shall be conflict between the two then the Regulations on discipline shall take precedence.
8. All University legislation is freely available on the University website, www.ppd.bham.ac.uk/policy/legislation/index.htm