

**Licence to Occupy 2024-2025**  
**Terms and conditions of residence in Birmingham Newman University-owned and**  
**managed properties**  
**Deluxe En-Suite Bedroom – (Cofton Hall)**  
**Prospective Student**

The Licence to Occupy between Newman University [**"The University"**] and you the student [**"The Licensee"**] is made up of the following:

1. The Offer of University Accommodation [**"The Offer"**] setting out the specific details of the offer of accommodation to you:
2. The Terms of this Licence to Occupy and
3. Any fee information and/or a summary of costs in relation to the Licence Fees as noted in Schedule 2 enclosed within this document.

**Important Terms**

The above documents create a legally binding contract between you and the University upon receipt of your signed acceptance of the Offer of University Accommodation.

By confirming your acceptance of the Offer of University Accommodation you agree to pay the Licence Fee in full (based on your course options) plus on receipt of the signed Agreement pay a Deposit of £250.00 as stated in **Deposit. Term 4.**

You should make sure you understand and agree to the terms of these documents before you accept them.

**The nature of this Agreement**

This Licence grants you a non-exclusive licence to occupy the Room. It is not intended to nor does it create a relationship of landlord and Licensee between the parties. Nor is it intended to confer nor does it create exclusive possession of the Premises by you. The University reserves the right to vary accommodation allocations as reasonably necessary for the purposes of good management of the Student Accommodation.

You will not be entitled to any assured, assured shorthold, or any other tenancy, nor any Statutory security of tenure upon determination of the Licence.

THIS AGREEMENT is made on the

BETWEEN (1) Birmingham Newman University

And (2) The Licensee

By this agreement the University offers and the Licensee accepts a lease of a bedroom with private bathroom and shared kitchen, lounge and landings (together called **"The premises"**), situated at Newman University on the following terms and conditions. **Licensees who have opted for a 51-week Licence may need to move to an alternative room during the summer to allow for any necessary maintenance work.** Licensees are not allowed to park on the University car parks or grounds or at the Bartley Green Sailing Club. Wherever mentioned in this Agreement 'premises' includes means of access to the premises. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, which covers all purchases made at a distance, the Landlord is required to provide the Licensee with the information detailed in Schedule 1 if the Landlord has not met the Licensee before entering into this Licence.

### **Period**

1. The premises shall be let for the relevant Licence period as detailed in Schedule 2 herewith and will include the Christmas and Easter vacation periods. The Licence length will be dependent on the course undertaken by the Licensee and should be indicated on page 13 – 14 of this agreement. Rent will be payable for the Licence period including the vacation periods. Once the agreement has been signed this will commit the Licensee to the full Licence period and no refunds will be made if the Licensee temporarily moves out of Halls i.e. during the period of their placement or work experience or decides to move permanently out of accommodation. The Licensee will still be liable for the deposit and full payment of the hall fees. Accommodation on campus is not guaranteed during subsequent years of study.

### **Rent**

2. The Licensee agrees with the Landlord during the period of this Agreement to pay to the Landlord the rent for the academic year in three instalments, dependent on their course, as detailed in Schedule 2. The services provided by the Landlord include lighting, heating, hot and cold running water, electricity supply, gym membership, 24/7/365 Mental Health helpline and counselling service and Possessions Insurance policy (Licensees are responsible for reviewing the policy cover to ensure that they do not require additional protection). Heating is provided from October until March, unless temperatures fall below required regulations. The accommodation is on a self-catering basis and does not include any meals. For payment purposes the accommodation fees are divided into three payments as listed in Schedule 2. Payment can be made on-line only, unless alternative arrangements are made with the Finance Office. Payment details for all three instalments are required prior to the beginning of the Academic Year by a specified date including payment arrangements for the second and third instalments. These two payments will be processed on the dates specified in Schedule 2. An administration fee of £30.00 will be imposed if any payments for accommodation are returned unpaid. Any fines incurred for anti-social behaviour, breach of regulations or damage will automatically be added to the next instalment of the fees for accommodation if payment is not made as requested or a payment plan is not agreed with the Accommodation Manager.

### **Fittings, Furniture and Furnishings**

3. An inventory of the Landlord's fittings furniture and furnishings and other contents for the study bedrooms and communal kitchen is attached to this agreement (Schedule 3). Save as expressly noted on the inventory or as notified in writing by the Licensee to the Landlord within fourteen days of the commencement of this Agreement the Licensee shall be deemed to accept all items as being in good Licenseeable repair and condition at the commencement of the tenancy. The Licensee agrees to pay

the cost of replacing or making good any losses breakages or damage occurring during the tenancy other than damage caused by wear and tear or by risks covered by the Landlord's insurance policy unless the insurance monies are irrecoverable in whole or in part by virtue of any act or default of the Licensee or his or her invitees. The Licensee further agrees at the termination of this Agreement to leave the fittings furniture furnishings and other contents of the premises in good Licenseeable condition and repair in the same rooms and in the same positions as on arrival. In the event of loss, damage or unacceptable levels of cleanliness with regards to communal areas, it will be necessary to pass on the cost to the Licensee(s) responsible and collectively or those responsible can pay equal amounts if appropriate.

### **Deposit**

4. The Licensee, on signing this Agreement, agrees to pay a deposit of £250.00 by on-line payment (unless carried over from previous year for current students) to the Landlord prior to arrival by the specified date, as security for the due performance or observance by the Licensee of the Licensee's obligations under this Agreement. This payment will be processed immediately and is fully refundable providing the premises are left in an acceptable condition and keys are handed in. The Licensee agrees that the Landlord has the right to apply the whole or any part of such deposit in or towards the satisfaction or partial satisfaction of any liabilities of the Licensee to the Landlord in consequence of any breach or default by the Licensee in the performance or observance of any of the Licensee's obligations under this Agreement including (but not limited to):

- (a) any costs of replacing any lost or damaged keys;
- (b) any costs incurred as a result of repair, replacement, additional cleaning and removal of litter/rubbish;
- (c) any unpaid rent;
- (d) the Landlord's administration fees and other losses or reasonable expenses incurred by the Landlord as a result of the Licensee's failure to comply with the Licensee's obligations;
- (e) any outstanding fines relating to accommodation;

The Landlord will refund the deposit within a reasonable period of time (normally within 8 weeks) after the end of this Agreement less any deductions it has made in accordance with this clause. The length of time to return the deposit may be longer if quotations for work to be carried out need to be obtained.

### **Access**

5. The Licensee agrees to allow access to the Landlord or its agents at reasonable times and upon reasonable notice (except in an emergency when entry may be at any time and without notice) in order to allow them to inspect and repair the premises and the Landlord's fittings furniture and furnishings and other contents or for any other reasonable purpose and within the last twenty-eight days of the tenancy to enter and view the premises with prospective new Licensees. It is also agreed that the Licensee shall have the right to be present at the inspection of the contents referred to above. The Licensee agrees to allow access without notice to maintenance, window cleaners, housekeeping and the Accommodation Manager as required in the course of carrying out their duties. It may be necessary for Residential Advisors, Security or Fire Safety staff to require immediate access to the room in the event of an emergency and for Security staff and Residential Advisors to enter bedrooms carry out their duties regarding noise and illegal activity. In the event of concern regarding the welfare of a Licensee, access without notice may be necessary by the Accommodation Manager, Residential Advisor, Security Guard, Housekeeping or Student Support staff. Where access is required for routine inspections, Licensees will receive notification via the halls TV screen or an e-mail not less than 24 hours in advance except in circumstances where this is impractical.

### **General Tenancy Requirements**

6. The Licensee shall:

- (a) Not use the premises, halls of residence or the campus except as study and living accommodation and shall not carry on any profession trade or business on the premises;
- (b) Not distribute any advertising materials on behalf of themselves or a third party within halls of residence;
- (c) Not bring into the premises any items that the Landlord reasonably considers to be dangerous including (but not limited to) firearms, air-weapons, bows, knives, swords, martial arts weapons, and

any other offensive weapons including paint-ball guns and replica ceremonial and toy weapons. Allow the Landlord to remove from the premises all items that the Landlord considers (acting reasonably) are dangerous;

(d) Not keep any animals, birds, reptiles, insects, fish or a pet of any description at the premises or allow any animal to enter the premises. Assistance dogs are permitted by prior arrangement with the Landlord;

(e) Not work on any motor vehicles or motor cycles in the premises or the grounds within which the premises are located; May store a fold up bicycle in their bedroom providing there are no marks or damage caused. E-scooters are not allowed on campus. Students are not allowed to charge electric bikes or scooters in halls or any other Lithium battery other than those supplied in phones, tablets or computers. Personal devices should only be charged or connected to our power system if students are using the original charging cable or the manufacturers authorised replacement.

(f) Not harass, threaten, use violence towards or verbally assault any person;

(g) Not allow the premises to be used for alcohol and substance misuse as defined by the Misuse of Drugs Act 1971 or legal substances that have a similar effect. The Landlord considers that the use of, or dealing in, illegal substances is an extremely serious breach of this Agreement and if the Licensee or one of the Licensee's invitees is found using or dealing in illegal substances, the Landlord has the right to terminate this Agreement. Not to have possession of illegal substances on their person or within the bedroom or any communal area in halls. Security Staff or Police accompanied by a dog may be in halls to patrol from time to time. Newman University has the right to conduct random audits using drug dogs without any notice to the Licensee. The Landlord works closely with West Midlands Police and the halls of residence are used from time to time for police dog training. Allow the Landlord to remove from the premises all items that the Landlord considers (acting reasonably) are illegal to possess;

(h) Behave with respect and consideration towards the occupants of neighbouring premises, the Landlord or any other Licensees. This includes not damaging the belongings of others, not using foul or abusive language, not taking or using other Licensee's possessions without permission and respecting the privacy of others;

(i) Be responsible for his/her own behaviour and for that of his/her invitees (whether the invitation be expressed or implied) and accept responsibility for damage, undue wear and tear, or disturbance caused by the Licensee and his/her invitees. To accompany invitees at all times and to advise the Security Team regarding any overnight invitees;

(j) Not allow anyone other than the occasional adult guest (17 years and older and only one at a time) to stay for a maximum of two nights in a week, provided this does not annoy other Licensees or disrupt study. The Licensee must ensure that the Security Team is advised by text regarding all guests staying within halls of residence. The Landlord reserves the right to withdraw this privilege on 48 hours' notice if, in the Landlord's reasonable opinion it is necessary to do so for the safety and wellbeing of other occupants of the neighbouring premises, the Landlord or any other Licensee and/or to safeguard the Landlord's property;

(k) Not use electric heaters, kettles, cooking equipment, 'one cuppa' elements, rice cookers, sun beds, 3D printers or similar electrical equipment in the bedroom;

(l) Be responsible for ensuring that the Licensee's own electrical equipment meets current Health and Safety standards before bringing the item into the premises;

(m) Allow the Landlord to remove from the premises all items that the Landlord considers (acting reasonably) are illegal to possess, are perishable, are dangerous and/or may cause a fire hazard. If the Landlord removes an item, they will leave a note in the premises confirming that the appliance/item has been confiscated and who the Licensee needs to contact regarding this;

(n) Have due regard to the fire evacuation procedures (which are displayed in the premises) and evacuate the premises (and ensure that any of the Licensee's invitees do so) on every occasion that the fire alarm rings continuously and co-operate at all times with the Landlord and the emergency services;

(o) Not obstruct common parts or fire escape routes nor prop open, or otherwise tamper with, the fire doors as they are designed to reduce the spread of fire. All have door closers, which the Licensee shall not impede or disconnect;

(p) Not abuse, interfere or otherwise tamper with any of the Landlord's fire prevention equipment. This is illegal, is a Disciplinary issue and may result in prosecution as well as putting the Licensee's life and that of other Licensees at high risk;

(q) Not do anything which may cause a fire hazard, including (but not limited to) using or storing in the premises:

- candles, incense sticks/burners or other naked flame
- fireworks
- petrol, paraffin, bottled gas or other dangerous materials
- inflatable items, i.e. chairs, cushions etc
- deep fat fryer.

(r) Ensure that the premises are left secure and never copy his/her keys or give his/her keys to anyone else;

(s) Notify the Landlord if the premises are to be unoccupied for a continuous period of 10 days or more and to take such precautions for the security of the premises its fixtures and fittings as are required by the Landlord during any period when the premises are unoccupied.

(t) Keep the premises in a clean and proper condition, including the communal kitchen and bathroom, and be responsible for the removal of garbage to the place specified by the Landlord. The Landlord may temporarily suspend use of the common parts if they are not kept in a clean and tidy condition by the Licensees using them. If communal kitchens are not kept clean, then it may be necessary to suspend the use of the kitchen for cleaning and charges will be incurred.

(u) Not deface or cause damage to the premises nor do or permit to be done on the premises any act or thing whereby the Landlord's insurance policy may become void or voidable or whereby the premium thereon may be increased.

(v) Not tamper with window restraints as this violates health and safety regulations.

(w) Comply with any regulations from time to time issued by the Landlord in relation to the premises which are notified to the Licensee in writing including requirements of insurers and the fire prevention office.

(x) Follow the Kitchen Code of Conduct which is displayed in all kitchens.

(y) Maintain a reasonably safe environment for the staff members who may need to access the bedroom i.e. ensuring that cables to personal electrical equipment are safe.

(z) Ensure that bedroom and kitchen are locked and secure when not in use.

### **University Smoking Policy**

7. The Smoke-Free Regulations 2006 come into force with effect from 1st July 2007. The University operates a total ban on smoking (including e-cigarettes) throughout the entire campus including bedrooms and communal areas in halls of residence with the exception of externally placed smoke shelters.

Any breach of this policy will result in disciplinary action being taken.

### **Regulations**

8. The Licensee agrees to comply in all respects with the terms and conditions of this Agreement and the rules and regulations laid out in the Accommodation Handbook which is available on the web-site and intranet or on request. A copy of the handbook is available in each bedroom at the commencement of the tenancy. A breach of this Agreement and/or the Accommodation Handbook could result in the termination of this Agreement, Disciplinary Procedures being instigated or a fine being imposed. The Licensee agrees to attend community and welfare meetings arranged by the Accommodation Manager where possible. All instructions or regulations published from time to time by the Residential Advisors, Accommodation Manager or Newman University form part of this Agreement. It is agreed that while the Licensee and his or her invitees are on the premises they will be subject to the authority of the Residential Advisor, Security Guard and Accommodation Manager.

### **Nuisance**

9. The Licensee agrees that the premises shall be occupied in such a way that no disturbance or inconvenience is caused to the occupants of neighbouring premises or to the Landlord or any other Licensees. In the event of anti-social behaviour by a Licensee, at the Residential Advisor, Security Team

or a member of the Management Team's discretion, the student can be asked to temporarily vacate the premises whilst the matter is investigated.

### **Use of Premises**

10. It is agreed that the premises shall not be occupied otherwise than by the Licensee personally and that the premises will be used solely as a residence for persons pursuing or intending to pursue a full-time course of study at Newman University. The Licensee shall not assign part with or sub-let or share occupation of any part or the whole of the premises.

### **Decoration and Cleaning**

11. The Licensee shall not change or damage the decorative finish of the premises nor remove damage or interfere with any fixtures, fittings, furniture or equipment, electrical, plumbing or telecommunications equipment in the premises or the grounds within which the premises are located. Without prejudice to the Landlord's responsibility for repairs set out in Clause 15, the Licensee shall keep the interior of the premises clean and in a neat and tidy condition and shall not do or permit anything to be done which would interfere with the Landlord's arrangements to keep all common parts neat and tidy. The Licensee shall regularly remove rubbish from the premises in a safe manner and safely place it in the designated area at the premises. At the end of the term of this Agreement the Licensee shall leave the premises clean and tidy in accordance with this Clause.

### **Display**

12. The Licensee shall not interfere with the Landlord's 'to let' or 'disposal' boards (if any) erected or to be erected on the premises nor shall the Licensee display on from or upon the premises any advertisement notice or sign nor hang or allow to be hung any clothes, flags or other articles from the premises, windows or in the common parts.

### **Receiving Aerials**

13. The Licensee shall not permit to be installed any wireless aerial or television aerial or make any attachment to the premises in connection therewith unless the written consent of the Landlord shall have previously been obtained.

### **Noise**

14. The Licensee shall keep noise at a level that does not interfere with the study, sleep or comfort of the occupants of neighbouring premises, the Landlord, any other Licensees or staff allocated to offices in the accommodation blocks. The Licensee shall not make or allow any loud noise at any time. This includes T.V.s, stereos, CD players or musical equipment etc. Licensees are not allowed to bring decks or any type of musical instrument into the premises. In the event of excessive or persistent noise, the Landlord reserves the right to ask the Licensee to remove the music/sound equipment or instrument creating the noise issue. The Landlord will make arrangements to store the equipment if it is not practical for the Licensee to remove it to an alternative address. The Licensee agrees to the Landlord confiscating equipment that the landlord believes is causing disruption and the Landlord will store equipment until it can be removed from halls.

### **Repairs**

15. The Landlord agrees to use its best endeavours to repair the premises and to keep in repair and proper working order the installations and equipment contained in the premises. NB As there is constant improvement work being carried out in Halls of Residence this may occur during the academic year which could cause disruption.

### **Reporting of Repairs**

16. The Licensee agrees to report in writing as soon as possible to the Estates or Housekeeping Office Newman University, any repairs required to the premises or to the fittings furniture and furnishings and other contents of the premises or the failure of facilities.

**Damage**

17. It is agreed that if during the period of this Agreement the premises or any part thereof shall be rendered unfit for use by fire or by any other risk covered by the Landlord's insurance policy or by reason of any defect or want of repair then by arrangement with the University a just portion of the rent according to the extent of the damage sustained shall cease to be payable for so long as the premises or any part thereof shall remain unfit for use. If the premises are still available for use but any fixtures or fittings (movable or otherwise) are not functioning the rent shall not be suspended but the University will use its best endeavours to have the fixtures and fittings repaired in a reasonable time. This clause shall not apply if the damage or defect is caused by the act or default of the Licensee or by his or her invitees. In the event of the premises being rendered unfit for use the University or the Licensee shall have the right to terminate this Agreement forthwith by written notice.

**Moving Out**

18. It is specifically accepted as a condition of this Agreement that on the expiry of this Agreement or on its earlier termination in accordance with Clause 19, Clause 20 or Clause 22 the Licensee shall vacate the premises and will be responsible for all reasonably foreseeable loss and damage (including but not limited to, loss of income and legal expenses) which the University suffers as a result of the Licensee failing to vacate the premises. Any possessions left on the premises on the expiry or earlier termination of this Agreement and not collected within one month or such longer period as may be agreed between the Licensee and the University will be deemed to have been abandoned and may be disposed of at the discretion of the University and any expenses incurred by the University in so doing may be passed on to the Licensee.

**Right to Terminate**

19. The Licensee may request termination of this Licence if he/she withdraws or suspends from their course and will need to pay in full all of the Hall fees up to the date that the suspension request was received by Registry or the date the Licensee moves out if later. The student will not be eligible for a maintenance loan from Student Finance England for the period after the withdrawal/suspension has been requested. The Licensee may stay in their accommodation up to a maximum of 8 weeks after the suspension request has been received and pay up to the week that they depart their accommodation.

If the Licensee is granted termination of the Licence due to exceptional circumstances, 8 weeks' written notice will need to be given and the Licensee at the end of the 8-week period will pay in full all of the Hall fees up to and including the end of the notice period. If the supporting evidence is not submitted in the 8-week period between the initial request date and the end of notice date, the request will be cancelled. Early termination requests received from 1 May onwards will not be considered for students who have a 44 or 45 week-licence.

The Licensee has a 14-day cooling down period from the date the Licensee moves in whereby he/she can terminate his/her tenancy with no penalty.

The University may give notice in writing which shall be sufficiently served if sent through the post by prepaid first class mail or delivered by hand to the room in Halls of Residence to terminate the tenancy with effect from the date specified in that notice but without prejudice to the University's right to recover any rent or other sums of money that may be due.

The Licensees debt may be put into the hands of a debt collector if not paid.

**Relocation/Terminating the Licence for Breach**

20. The University (at its discretion) may terminate this Agreement where the Licensee has failed to pay the rent in accordance with the terms of this Agreement. The University may also terminate this Agreement or require the Licensee to move to similar alternative accommodation where the Licensee or their invitees have persistently breached the terms of this Agreement or, in the University's opinion (acting reasonably), has committed a serious breach of the terms of this Agreement or where the University reasonably suspects that the Licensee or their invitees have persistently breached or committed a serious breach. The University will give not less than four weeks written notice to the Licensee of termination provided that in cases of persistent and/or serious breaches of the terms of

this contractor the University's Disciplinary regulations which cause disruption or serious risk to others the notice period may be such lesser as in the University's reasonable discretion is appropriate to the breach. Serious and/or persistent breaches include but are not limited to the following:

20.1 Substance abuse, dealing or supply

20.2 Violent or aggressive behaviour

20.3 Harassment

20.4 Serious damage to or interference with the University's or to another resident's property

If the Licence is terminated under clause 20 the deposit will not be repaid to the Licensee but will be retained by the University to cover the administrative costs and expenses of the early termination.

The Licensee has the right to make an initial appeal and further information regarding the procedure can be obtained from the Accommodation Manager.

Without both evidence of hardship and a payment plan being agreed with the Finance Office, if accommodation fees are still outstanding 8 weeks after the end of the 28-day period or 4 weeks after an instalment was due, the Licensee will be given notice to leave your accommodation. The Licensees debt may be put into the hands of a debt collector. It is specifically accepted as a condition of this Agreement that in the case of a default of payment of rent (whether legally demanded or not) or breach of any conditions of this Agreement the University may give notice in writing which shall be sufficiently served if sent through the post by prepaid first class mail or delivered by hand to the room in Halls of Residence to terminate the tenancy with effect from the date specified in that notice but without prejudice to the University's right to recover any rent or other sums of money that may be due. The University hereby notifies the Licensee that in the event of the University terminating the Agreement in accordance with this clause possession of the premises will be sought by the University and a four-week notice will be served under the Protection from Eviction Act 1977. The University can terminate this Agreement prior to the commencement of occupancy if there are any outstanding payments for the previous academic year(s).

#### **Request by Licensee to relocate**

21. Bedrooms may only be exchanged after a request has been submitted to the Accommodation Manager and approved. Due consideration will be given to Licensees experiencing welfare or personal issues in current accommodation and every effort will be made to move the Licensee to similar alternative accommodation.

#### **Other Reasons for the University Relocating or Terminating the Licence**

22. The University (at its discretion) may terminate this Agreement and/or require the Licensee to move to similar alternative accommodation where the University reasonably considers, because of the Licensee's behaviour, or for any other reason, that it is necessary to move the Licensee from the premises to protect the Licensee's wellbeing or the wellbeing of others or to prevent damage to the premises. If deemed necessary, the Residential Advisor and Security Guard may escort the Licensee immediately from the premises if there are immediate concerns regarding behaviour.

The Accommodation Manager will advise the Licensee regarding Student Support Services available to assist and support regarding any Mental Health problems. Support is available from the Mental Health Adviser, Counsellor and Welfare Adviser located on campus. Any action/termination taken will be supported by Student Support Staff, health professionals or a General Practitioner in the interests of all students.

The University can terminate this Agreement prior to the commencement of occupancy if there are any concerns regarding behaviour during the previous academic year(s). The University may also terminate this Agreement and require the Licensee to move out of the premises if the Licensee ceases to be a student of the University. The Licensee has the right to make an initial appeal and further information regarding the procedure can be obtained from the Accommodation Manager. The University retains the right to move students into similar alternative accommodation if necessary to meet operational requirements.

The University reserves the right to evacuate and temporarily close the Student accommodation in the event of an Emergency Situation.



### **Effect of Relocation**

23. If the University relocates the Licensee under clauses 20 or 21, all the terms and conditions of this Agreement are transferable to the new premises except that, if the University relocates the Licensee to new premises where the standard rent payable for these new premises is less than the rent payable under this Agreement, the Licensee will only be obliged to pay the standard rate payable for the new premises. If the standard rent payable for the new premises is more than the rent payable under this Agreement, the Licensee will only be obliged to pay the rent payable under this Agreement.

### **Guarantee**

24. Any guarantee given by the University to allocate accommodation to the Licensee shall cease to have effect if this Agreement is terminated for any reason in accordance with these terms and conditions.

### **Universities UK Code of Practice for the Management of Student Housing**

25. Newman University is regularly audited to ensure compliance with the Code of Practice for the Management of Student Housing. The Housing Act 2004 introduced licensing for houses in multiple occupation in England and Wales with effect from 6 April 2006. Please visit <http://www.thesac.org.uk/> for further information.

### **Complaints Procedure**

26. If the Licensee wishes to raise a complaint about the condition of the premises or about any issue arising from the terms of this Agreement this should be done in accordance with the Complaints Procedure which is available on the intranet. In the first instance any issues should be directed to the Accommodation Manager.

### **Use of Personal Information**

27. The Licensee authorises the University to use his/her personal data in connection with this Agreement in accordance with the current data protection laws. This may include debt recovery, crime prevention, measuring satisfaction, allocating rooms or where there is serious risk of harm to the Licensee, to others or to the University's or others' property.

The Licensee will complete and sign the relevant section on their application form to confirm whether or not special category data regarding a disability/medical condition can be shared with third parties. Sharing this special category data would be for the purposes of reviewing if there are any support measures required and due to the accommodation team being the first point of contact if a student becomes ill or needs first aid assistance. If consent is given special category data will be disclosed to the student support team, paramedics, mental health crisis teams and next of kin as appropriate.

The University as a higher education provider is legally obliged to comply with requests from the Electoral Registration Officers (EROs), under regulation 23 of the Representation of the People (England and Wales) Regulations 2001, for information on students which the ERO requires for the purposes of maintaining the electoral registers.

### **Use of CCTV**

28. The University operates a CCTV system on campus. The purposes of the System are to ensure staff and Student safety and wellbeing, the prevention of crime, the enforcement of university rules and regulations and the collection of evidence of wrong-doing. Data is stored, processed and deleted in accordance with the CCTV Policy, which is available on the University website.

[CCTV Policy](#).

### **Use of Body Worn Camera's**

29. Body-worn cameras may be used during security/Residential Advisors' patrols and incident attendance in accordance with the CCTV Policy, which is available on the University website. <https://www.newman.ac.uk/article-categories/our-policies/page/2/>

### **Use of Drones**

30. The University operates a strict policy on the use of Drones or unmanned aerial vehicles in or around the University campus and student accommodation. Permission to fly a drone must be obtained from the University or Estates Department and may be permitted under the following circumstances:

For academic purposes where the majority, if not all, of the use of drones is undertaken by students as part of their academic studies/research. Any use of a drone must be conducted in a safe manner and respect the privacy of other students. In the event that the University becomes aware of the unauthorised use of a drone for surveillance or recording of other students, disciplinary action may be taken against the owner/user of the drone.

**Exclusion of liability under statute or law for third party visitors**

31. Subject to the provisions of the Occupiers Liability Act 1957 and the Defective Premises Act 1972 the University shall not in any circumstances incur any liability in respect of any loss/damage/injury to any person/visitor/guest or property or otherwise unless the damage is caused by its negligence.

**Headings**

32. The headings herein are for reference only and shall not affect the construction or effect of this Agreement.

**You must read this Agreement in full before signing and returning it. By signing this Agreement, you enter into a legally binding Agreement under which you agree to abide fully by these terms and conditions.**

SIGNED for and on behalf of the University

**I have read the foregoing and I accept the terms and conditions contained in this Agreement. I have indicated below which Licence length applies to my course.**

SIGNED by the Licensee

**CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013**

\*Under the Consumer Contracts Regulations 2013, the Landlord is required to provide the Student with the following information if the Tenant has not met the student before entering into this Licence.

\*The name of the supplier of the Accommodation is Birmingham Newman University and the address is: Accommodation Office, Newman University, Genners Lane, Bartley Green, Birmingham, B32 3NT  
Tel: 0121 387 4519, e-mail: [k.carter@newman.ac.uk](mailto:k.carter@newman.ac.uk)

\*The services which the Landlord will be supplying to the Student are a furnished study bedroom with lighting, heating and water supply. Full details of the facilities available are given with the Application Form and Accommodation Information. The duration of the Licence is for the period indicated on the Licence relevant to the students' years group and Academic Year, unless it is terminated earlier in accordance with the Accommodation Licence.

\*The price of the Accommodation for the current year is the Accommodation Fee and it includes all charges for gas, electricity, water, property taxes and Student Block Possessions Insurance but does not include telephones or TV Licence.

\*The arrangements for payment are set out in the Application Form and Accommodation Information.

\*There is no extra cost for students booking their accommodation by post or other means of distance communication.

\* If the Landlord is not able to provide the Accommodation, the Landlord will use all reasonable endeavours to offer the Student alternative accommodation. Where alternative accommodation is offered, the alternative will be priced at the rate applicable to that alternative, but if the alternative is not acceptable to the Student (who must act reasonably), the Landlord will allow the Student to terminate this Licence within 7 working days of the alternative offer.

\*The Licence length and the conditions for terminating the agreement are laid out in the Licence.

**STUDY BEDROOM INVENTORY**

**STUDENTS TO PROVIDE OWN BEDDING**

**Please note that the beds in the deluxe en-suite bedrooms are small-double (three-quarter) size – dimensions: 120cm x 190cm (47in x 75in)**

Bed/Mattress/Mattress cover

Bed head storage

Under bed storage space

Fixed bedside wall light

Desk with task lighting - LED strip light

Study Chair

Wardrobe including cupboard

Bookshelf

Full length wall mirror

Fixed ceiling light

Roller blind

Remote control for blind (Accessible room)

Waste bin

Room key

Action in Emergency Door Notice

I will advise no later than 14 days after tenancy commences if the above is not available or in good condition.

Signature

Date

### **SCHEDULE 3**

#### **EN-SUITE BATHROOM INVENTORY**

Enclosed shower unit

Hand basin/plug

Toilet

Towel rail

Mirror

Toilet roll holder

Toilet brush

Bin

Ceiling light

Ventilation fan

I will advise no later than 14 days after tenancy commences if the above is not available or in good condition. I am aware that I should not dispose of any inappropriate items in the toilet and that misuse of the facilities could result in charges being incurred by myself.

Signature

Date

## **SCHEDULE 3**

### **KITCHEN INVENTORY**

#### **STUDENTS TO PROVIDE OWN COOKING UTENSILS, CROCKERY AND CUTLERY.**

Sink Unit

1 tall fridge – 1 shelf

1 tall freezer – 1 drawer

Cooker hob / hood

Toaster

Microwave

Kettle

Work surfaces

1 lockable cupboard per student

Kitchen Cupboard Key

Mop/Bucket

Dustpan/Brush

Vacuum cleaner

Waste Bin

Recycling bins

Kitchen Appliance Instruction Folder

Fire Blanket/Extinguisher

I will advise no later than 14 days after tenancy commences if the above is not available or in good condition.

Signature

Date

**LOUNGE/DINING ROOM INVENTORY**

Sofas x 2

Dining Table

Dining Chairs x 6

Coffee Table

Screen

Clock

Noticeboard

I will advise no later than 14 days after tenancy commences if the above is not available or in good condition.

Signature

Date