

**The University of Manchester  
Halls of Residence – Managed Accommodation  
Terms and Conditions for Group Bookings of The  
University Language Centre (ULC) 2019**

**ACCOMMODATION BOOKING**

1. Summer hall accommodation can only be booked for students registered on a ULC English Language Course.
2. No Booking shall be deemed cancelled without the written agreement of the University and the Hirer.
3. If the Hirer becomes aware that there will be a reduction in the minimum numbers agreed between the parties at the time the Contract was entered into then the Hirer must immediately notify the University. The University is under no obligation to reduce the charges due under the contract as a consequence of the reduction in minimum numbers by the Hirer and reserves the right to charge the Hirer the full amount stated in the contract based on the original minimum numbers agreed.
4. **A minimum of ten weeks** is required in order to administer booking requests. No "same-day" bookings will be accepted.
5. No refund of accommodation fees will be given in the event of a booking cancellation unless you are no longer attending a ULC English Language Course for which evidence will be required. A cancellation fee of 10% of the total booking fee may apply.
6. There is no guarantee of extension of the booking period. All applications wishing to extend the period of stay MUST be made 14 days prior to the confirmed leaving date and if approved, the extended booking must be paid for in full at the beginning of the extension period. Extension of bookings to be made through The University of Manchester Accommodation Staff.
7. Requests for additional nights' accommodation must be agreed by ULC and The University of Manchester Accommodation Office Administrator in advance. Charges will be made for additional nights, which MUST be paid for in advance.
8. Every effort will be made to minimise disruption, but due to refurbishment works we cannot promise a totally quiet environment during the day. Please contact individual halls for confirmation of the possible work being carried out.
9. Kitchens, Bathrooms, Corridors and Communal areas are cleaned weekly (except for Opal Gardens). You are responsible for cleaning your own room, rubbish and recycling. You are responsible for cleaning your pots/crockery.
10. Keys must be returned to the campus reception by 10am on the last date of the booking otherwise you will be liable for a daily excess charge equal to the nightly rate.
11. We have the right to terminate this Agreement if:
  - 1.12.1 you are in serious breach of any of these terms and conditions; or
  - 1.12.2 you do not have status as a registered student and have applied in that capacity.

**OBLIGATIONS OF THE HIRER**

**The Hirer shall:**

1. Inform all Attendees of all sections of the Accommodation Terms and Conditions.
2. Be liable to The University of Manchester for all loss or damage suffered as a result of any breach by the student of your Agreement including (but not limited to) any expense properly incurred in collecting arrears paying professional advisors and in relation to court proceedings.

## **OBLIGATIONS OF THE STUDENTS**

### **Accommodation and respect of other occupiers**

1. Keep the accommodation in a clean and tidy condition and leave it in the same condition it was in at the start of the period of residence except for normal wear and tear.
2. Not change or damage the decorative finish of the accommodation or the communal areas.
3. Not remove, interfere with, change or damage in any way any fixtures, fittings, furniture or equipment at the accommodation.
4. Jointly with other occupiers keep clean and tidy any communal areas including any bathroom/toilet facilities and adjoining corridors.
5. Report immediately to the Hall Administration Office or Reception any loss breakage damage or failure of facilities and services.
6. Pay the cost of making good any loss, breakage or damage caused by you to or at the accommodation or the communal areas including a fair and reasonable proportion of such cost where the perpetrator(s) of such loss breakage or damage cannot be identified.
7. Move accommodation (if reasonably requested to do so by the University of Manchester during the Period of Residence) to alternative accommodation which will be within the Residence where possible.
8. Not cause any excessive or unnecessary noise in the residence.
9. Not cause other occupiers of the residence or any other person any injury disturbance distress annoyance nuisance inconvenience or damage to their property.
10. Not:
  - a. commit any crime;
  - b. act in a manner which conflicts with our policies on drugs, harassment, offensive weapons or equal opportunities;
  - c. act in a manner which is likely to bring the University of Manchester or ULC into disrepute
11. Not keep any animal(s) in the Residence including fish, insects, reptiles and birds.
12. Exercise proper care when using any equipment in the residence.
13. Not do anything which would cause our insurers to increase our insurance premium or withhold any payment of an insurance claim.
14. Regularly remove rubbish from the accommodation and place it in the designated area at your residence.
15. Follow and adhere to the Code of Conduct for living in University of Manchester Managed Halls of Residence & Vero (as detailed in Appendix 1 – see below).
16. Allow hall staff to make periodic inspections of the flats or rooms which may require necessary maintenance work to be carried out.

### **Departure from accommodation**

1. Remove all your belongings from the accommodation and leave the room in the state and condition required.
2. If you do not comply with this we reserve the right to charge a storage fee equal to the residence fees from the end of the period of residence until the accommodation is cleared and all keys are returned.
3. If you do not collect your personal belongings within one month of the termination or end of this agreement we can dispose of your belongings and charge you the administrative costs of doing so.
4. Return all keys or card keys to the Administration Office/Reception on departure. In the event of keys being lost, damaged or not returned charges will be made. Details of charges are available from your hall reception on request.
5. An invoice will be sent to the Hirer for any keys that are not returned to the hall Administration Office/Reception on departure including an administrative charge of £50.00.

### **Fire Safety**

1. Have due regard for fire safety and must comply with our fire and safety regulations.

2. Not tamper with any of our fire prevention and control equipment. Disciplinary action will be taken against anyone who is found to have instigated a malicious fire alarm or tampered with fire equipment.
3. Vacate the Residence (and ensure any visitors do so) immediately whenever the fire alarm is sounded and co-operate at all times with our staff and the emergency services.
4. Not smoke in Residences. All University of Manchester Accommodation is non-smoking. Smoking is therefore expressly prohibited.
5. Not use candles or incense sticks in the accommodation or do anything else which may constitute a fire hazard.
6. Not obstruct any designated fire escape or use designated fire escapes except for the purposes of emergency escape.
7. Not use any method of cooking which involves "deep-fat" frying.
8. Not use halogen desk or table lamps in the accommodation.
9. Not bring soft furnishings except bed linen into the accommodation.

### **Incidents, accidents and illness**

1. Report an incident or accident in which you are involved to a member of hall staff and ULC staff.
2. Report any accident or incident as soon as possible after it occurs.
3. Notify the Hall Administration Office and ULC of any illness.
4. Comply with any reasonable requests for your welfare and that of other occupiers in your residence.
5. Notify the Hall Administration Office immediately if you or your visitor suffer from any infectious or contagious disease and follow any directions given by a health official and agree to keep the university and ULC indemnified against any reasonable costs incurred should the accommodation or furniture and fittings become infected and need cleaning, replacement or repair.

### **Insurance**

1. Take out medical insurance if the course of study is less than 6 months (this does not apply to students coming from EU countries (or others) which have a reciprocal health agreement with Britain).
2. During the Period of Residence we will insure the Hall against fire and other risks which we reasonably consider necessary.
3. During the Period of Residence we will insure your personal belongings. You will be responsible for administering any claims which arise. Full details of the insurance policy are available at <http://www.accommodation.manchester.ac.uk/documentstore/>. If you are unable to access this web link please contact the Accommodation Office before Accepting this Agreement and we will send to you a copy of the policy so that you can read it before Accepting this Agreement.

### **Regulations**

1. Comply in all respects with the Hall Regulations applicable to your Residence as set out in your Residence Guide.

### **Security**

1. Always close and lock windows, close and lock doors before leaving the accommodation and ensure that when entering or leaving the residence the main entrance door is shut and locked behind you.
2. Have responsibility to yourself and others living in the residence to make sure that appropriate security measures are taken particularly if leaving the accommodation unoccupied (even for a short time).
3. Not allow anyone into the residence unless you are satisfied that they are a resident or a genuine visitor of a resident or are there with our authority.
4. Show proof of your residence, such as your accommodation key or key card, to any member of our staff if they request you to do so.

5. **The University of Manchester cannot accept responsibility for any personal belongings lost or stolen during your stay so please ensure that you keep your study door locked at all times, keeping your room keys with you even when in the lounge of your flat (cleaners always lock rooms they find open).**

#### **Use**

1. Use the Accommodation only as a living and studying accommodation.

#### **Transfer of Contract, Subletting and Visitors**

1. Not at any time sub-let or share or part with possession of the accommodation
2. Not allow overnight guests and ensure all guests have vacated the property by 23:00.
3. Endeavour to ensure visitors of the student behave in a manner consistent with these terms and conditions. The University of Manchester reserve the right to exclude any visitor from the Residence where reasonable grounds to believe that their exclusion is necessary for the safety or well-being of other residents, their visitors or our employees.

#### **Utilities**

1. Bearing in mind the nature and type of the building in which the accommodation is located; not exceed the total load capacity of the electric sockets in the accommodation.
2. Not interfere with any electrical plumbing or telecommunications installation or systems in the residence.
3. Not erect or install any outdoor aerial.
4. Not cause blockage or pollution of any drains.

#### **OBLIGATIONS OF THE UNIVERSITY OF MANCHESTER THE UNIVERSITY OF MANCHESTER AND OPAL HALL ESTATES AGREE TO:**

##### **Facilities and Services**

1. Provide the Facilities and Services during the Period of Residence.
2. Not be liable for any failure or interruption to any Services or for any loss arising from such failure or interruption where it is caused by the actions of any other student or by circumstances beyond our reasonable control.

##### **Our right of entry**

1. Not unreasonably interfere with your privacy but we are entitled on reasonable notice and at reasonable times (save in case of emergency when no notice is necessary) to enter the accommodation to clean (where you have not done so in breach of your obligations) or examine or repair or for any other reasonable purpose.

#### **OBLIGATIONS BY THE UNIVERSITY OF MANCHESTER REGARDING EARLY TERMINATION AND RELOCATION**

##### **Termination by Us**

1. If you leave the Accommodation without our consent you will remain liable for all of the Residence Fees.
2. We have the right to terminate this agreement if you are in serious breach of any of these terms and conditions.
3. We have the right to terminate this agreement on the grounds of good management and efficiency or for the wellbeing and safety of all occupants and of our staff or employees.

## Disclaimer

1. Subject to the provisions of the Occupiers Liability Act 1947 and the Defective Premises Act 1972 we shall not in any circumstances incur any liability in respect of loss or damage to any person or property or otherwise unless you prove that the loss or damage was caused by our negligence.
2. We have the right to carry out any alterations or building works at the Residence or on our adjoining or neighbouring property **without liability** for disturbance where we have used reasonable endeavours to carry out works at times likely to cause least disturbance and otherwise for as short a period as reasonably practicable (save in the case of emergency).

## GENERAL PROVISIONS

### Governing Law

1. All enquiries relating to this Agreement should be addressed to the Hall Administration Office and The University of Manchester Accommodation Office and no termination or variation of this agreement will be valid unless it has been confirmed in writing by The University of Manchester. This agreement is governed by English law which, for international students, may be different from what you are used to.

### Data Protection

2. Any information held and stored by The University of Manchester is held and processed in accordance with the requirements of the Data Protection Act 1998 and within the limits agreed with the University's Data Protection Officer. Data will be shared only with staff that have a relevant need to see it.

## THE SCHEDULE

### The Facilities and Services we provide

1. Cleaning of public and communal areas.
2. Operation, inspection servicing and repair of all our plant, machinery and equipment in the Residence including the provision of all fuel and water
3. Provision of furniture and furnishings to the Accommodation.
4. Provision of fire-fighting equipment in the Communal areas and the payment of all charges in connection with their rental installation and maintenance.
5. Providing an adequate supply of hot water for domestic use to the wash basins showers and baths in the Residence.
6. Employment of staff for the day-to-day running of the Residence.
7. Providing repairing and replacing when necessary litter bins in the Communal areas and payment of the cost of storing collecting and disposing of all refuse from the Residence.
8. Providing such other services and works as we may reasonably deem desirable or necessary for the benefit of the Residence.
9. Providing coin, token or card-operated washing machines and tumble dryers (but these may be in a neighbouring Residence).
10. Providing meals where agreed.
11. In certain Residences provision of telephone.
12. In certain Residences provision of Ethernet point.

## COMPLAINT PROCEDURE

The University of Manchester is responsive to the needs of our students and visitors and welcomes comments and complaints as a means of improving services. We won't necessarily be able to change the things in the way that you would like or always meet your needs but we will always be able to give you an explanation of how a decision has been made. The University of Manchester will always be professional and courteous in dealing with complaints and we will try to be as quick as we can in responding to you.

The Accommodation complaint procedure can be found at;  
<http://www.accommodation.manchester.ac.uk/hall-life/complaintsprocedure/>

## **Appendix 1**

### **Code of Conduct for living in University of Manchester Managed Halls of Residence**

#### **Living together & your safety**

Within halls it is essential that residents (and their guests) adopt a considerate attitude towards other residents. The sole purpose of this code of conduct is to ensure a safe enjoyable and hospitable environment in which residents may live and study in comfort.

#### **Noise and Other Disturbances**

Requests for quiet from fellow residents will be treated seriously. Your hall of residence ResLife team will investigate any complaints concerning noise, misbehaviour and nuisance. Behaviour which persistently disturbs other residents is considered **unacceptable conduct**.

Remember, if your stay in hall is being disturbed by other residents you have the right to seek help in resolving the issue through your hall of residence ResLife team.

#### **Smoking**

Smoking of any kind is not permitted in our Halls of Residence. There are designated smoking areas around the external areas of the sites.

#### **Dangerous weapons and firearms**

Dangerous weapons and firearms including air rifles, air pistols and replica, deactivated or model firearms, combat knives and any other potentially dangerous implements must not be brought into any university property - doing so is considered **unacceptable conduct**.

#### **Drugs**

Possession and use of all Controlled Drugs within our premises (by residents or visitors) is prohibited and is considered **unacceptable conduct**.

Offenders risk legal and disciplinary action. Talk to a member of the ResLife team if you have any concerns about this matter.

#### **Language and Behaviour**

Language or behaviour of a violent, indecent, disorderly, threatening or offensive nature expressed directly or indirectly towards fellow residents, hall staff or visitors to our premises, and the distribution of publications of a similar nature, likely to cause offence, constitutes **unacceptable conduct** and will not be tolerated in any circumstances.

#### **Damage to hall of residence property**

You are responsible for any damage you cause and you will be charged accordingly.

Wilful, negligent or reckless damage to university property is considered **unacceptable conduct**.

#### **Fire and your safety**

It is both a serious disciplinary matter and a criminal offence to interfere with any fire safety equipment (including smoke alarms, extinguishers and fire doors).

Penalties imposed by the University include fines and possible eviction.

Penalties as laid down by law include severe fines and terms of imprisonment.

Missing, damaged or used firefighting equipment must be reported immediately to hall staff.

All fire doors must be kept closed.

Tampering with the self-closing mechanism is a serious breach of fire safety regulations. If the mechanism is not working properly, report it to a member of staff immediately.

In the case of fire, your safety and the safety of others in the building will depend on the manner in which you observe basic rules for safety. Read the Fire Notice located in your study-bedroom and make sure you are familiar with escape routes and assembly points.

### **In order to minimize the risk of fire:**

#### **Do not:**

- Leave the kitchen when cooking
- Leave cooking appliances switched on when you have finished with them
- Cook in your study room
- Cover heat and smoke detectors
- Interfere with fire mains, outlets and firefighting equipment
- Use anything that may produce a naked flame
- Use halogen lamps
- Use candles of any sort
- Obstruct any evacuation route

#### **NOTE:**

- Deep fat frying of any kind is **not** permitted

#### **Do:**

- Reduce the risk of accidents and fire turn off the power to equipment not in use.
- Keep evacuation routes free of obstructions at all times.

Wilful, negligent or reckless behaviour leading to the breach of statutory and university fire regulations will be considered **unacceptable conduct**.

### **Cleanliness & your safety**

It is your responsibility to keep your study room and bathroom clean and tidy and along with other flat members to clean all communal areas of your flat or corridor.

In your kitchen – do:

- Wipe up all spillage immediately
- Wipe down all surfaces after use
- Sweep up all crumbs immediately
- Clean the cooker and hot plates after use
- Switch off all cooking appliances when you have finished with them
- Wipe the inside of the microwave each time after use
- Follow your hall procedures on the correct disposal and recycling of rubbish
- Defrost fridges and freezers and keep them clean inside

#### **In your kitchen – do not:**

- Leave the kitchen when cooking
- Use metal, foil or melamine containers for microwave cooking and do not turn it on with nothing inside it

#### **NOTE:**

- Deep fat frying of any kind is not permitted In any area
- Remove emergency lighting bulbs from their sockets or cause damage to light fittings
- Cover heat and smoke detectors or tamper with any firefighting, detection or safety equipment
- Throw anything out of windows
- Disengage the window restrictors on room windows
- Use darts and dart boards anywhere on the site
- Keep pets of any kind



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- Use Sellotape, Blu-tack, drawing pins, or nails on walls; charges will be made for any damage to walls, woodwork or plaster

Persistent failure to maintain decent standards of cleanliness and hygiene will be considered as **unacceptable conduct**.

**UNACCEPTABLE CONDUCT MAY LEAD TO TERMINATION OF YOUR PERIOD OF RESIDENCE WITH IMMEDIATE EFFECT.**

**Appendix 2**  
**Use of Personal Data**

The information collected on our accommodation application form will be used solely for the following purposes:

- administering your application for accommodation
- managing your stay in our accommodation including keeping you informed of maintenance work and statutory testing
- ensuring the provision of internet services in halls of residence

We may be legally obliged to pass your details to Manchester City Council for inclusion on the compulsory electoral register.

Your information will not be shared with any other third party.

We will keep the data collected on this form for a period of 7 years.