

# Terms and Conditions for Summer Vacation Accommodation at The University of Manchester

### 1. Bookings and Fees

- 1.1 Any University of Manchester Students who have outstanding amounts on their account will not be accepted for vacation residence unless the whole account is settled in full before arrival.
- 1.2 Minimum booking periods apply. Please check the booking form for further details.
- 1.3 Students wishing to extend their stay are not guaranteed accommodation beyond their original booking dates. Keys to your room will be available from 2pm on the day your arrival date.
- 1.4 Every effort will be made to minimise disruption, but due to refurbishment works we cannot promise a totally quiet environment during the day.
- 1.5 The following items are not provided: Bedding Packs/Bed Linen, Cooking Utensils and Crockery.
- 1.6 No rooms will be reserved until the booking process has been completed and full payment is received.
- 1.7 A minimum of 5 working days is required to administer booking requests and a deadline for bookings is in place.
- 1.8 No refund of accommodation fees will be given in the event of non-arrival, arriving later or leaving earlier than the period booked.
- 1.9 You are entitled to a refund of fees up to 7 days from the date the booking is made. No refund will be given after this time.
- 1.10 For students who have been offered and who have accepted accommodation in a University of Manchester residence for the following academic year (September 2024 to June/July/September 2025) every effort will be made to accommodate those students until they are able to transfer to their own hall, but this is not guaranteed. This may not be in the hall booked for 24/25 academic year.
- 1.11 Students MUST inform the hall of residence if they intend to arrive out of office hours (Monday Friday, 9am 5pm). The halls of residence cannot guarantee out of hours admission on arrival if the time has not been confirmed.
- 1.12 After your departure the University accepts no responsibility for forwarding your mail, and any mail received will be returned to sender.
- 1.13 We have the right to terminate this Agreement if:
  - 1.13.1 you are in serious breach of any of these terms and conditions; or
  - 1.13.2 you do not have status as a registered student and have applied in that capacity.

- 2. Coronavirus
- 2.1 All students are advised to follow the current regulations put in place by the UK government. Up to date information can be found on the government website: <u>Coronavirus (COVID-19): guidance and support -</u><u>GOV.UK (www.gov.uk)</u>

## 3. OBLIGATIONS OF THE STUDENT (STUDENT AGREES TO)

- 3.1 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.
- 3.2 Must not change or damage the decorative finish of the accommodation or the communal areas.
- 3.3 Must not remove, interfere with, change or damage in any way any fixtures fittings furniture or equipment at the accommodation.
- 3.4 Jointly with other occupiers keep clean and tidy any communal areas including any bathroom/toilet facilities and adjoining corridors.
- 3.5 Report immediately to the Hall Administration Office or Reception any loss breakage damage or failure of facilities and services.
- 3.6 Pay cost of making good any loss breakage or damage caused by you to or at the accommodation or the communal areas.
- 3.7 Move accommodation (if reasonably requested to do so by the University of Manchester during the Period of Residence) to alternative accommodation.
- 3.8 Not cause any excessive or unnecessary noise in the residence.
- 3.9 Not cause other occupiers of the residence or any other person any injury disturbance distress annoyance nuisance inconvenience or damage to their property.
- 3.10 Not:
  - (i) commit any crime;

(ii) act in a manner which conflicts with our policies on drugs, harassment, offensive weapons or equal opportunities;(iii) act in a manner which is likely to bring the University of Manchester into disrepute

- 3.11 Not keep any animal(s) in the Residence including fish, insects, reptiles and birds.
- 3.12 Exercise proper care when using any equipment in the residence.
- 3.13 Must not do anything which would cause our insurers to increase our insurance premium or withhold any payment of an insurance claim.
- 3.14 Regularly remove rubbish from the accommodation and place it in the designated area at your residence.

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3.16 Allow hall staff to make periodic inspections of the flats or rooms which may require necessary maintenance work to be carried out.

### 4. **Departure from accommodation**

- 4.1 Remove all your belongings from the accommodation and leave the room clean and tidy. Ensuing the accommodation is locked.
- 4.2 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.
- 4.3 Return all keys or swipe card keys to the Administration Office/Reception by 10am on the day of departure. A charge will be made for any keys being lost, damaged or not returned. Details of charges are available from your hall reception on request.

## 5. Fire Safety

Students must:

- 5.1 Have due regard for fire safety and must comply with our fire and safety regulations.
- 5.2 Not tamper with any of our fire prevention and control equipment. Disciplinary action will be taken against anyone who is found to have done so.
- 5.3 Vacate the Residence (and ensure any visitors do so) immediately whenever the fire alarm is sounded and always co-operate with our staff and the emergency services.
- 5.4 Not smoke in Residences. All University of Manchester Accommodation is non-smoking including the use of e-cigarettes.
- 5.5 Not use candles, incense sticks or shisha pipes in the accommodation or do anything else, which may constitute a fire hazard.
- 5.6 Not obstruct any designated fire escape or use designated fire escapes except for the purposes of emergency escape.
- 5.7 Not use any method of cooking which involves "deep-fat" frying.
- 5.8 Not use halogen desk/table lamps in the accommodation.
- 5.9 Not bring soft furnishings except bed linen into the accommodation.

## 6. Incidents, accidents and illness

#### Students must:

6.1 Report all accidents to a member of staff as soon as possible after it occurs.

6.2 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 as required.

### 7. Indemnity

7.1 Be liable to The University of Manchester for all loss or damage suffered because of any breach by you of this Agreement including (but not limited to) any expense properly incurred in collecting arrears paying professional advisors and in relation to court proceedings.

### 8. Insurance

8.1 We recommend that all students consider insuring loss/theft of personal property. Personal possessions insurance is included in your licence fee but we advise student to ensure this is adequate cover.

## 9. Regulations

9.1 Comply in all respects with the Hall Regulations applicable to your Residence as set out in your Residence Guide <u>Residences Guide</u>.

## 10. Security

Students must:

- 10.1 Always close and lock windows and doors before leaving the accommodation and ensure that when entering or leaving the main entrance door is secure.
- 10.2 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
- 10.3 Show proof of your residence, such as your key or swipe card, to any member of our staff if they request you to do so.
- 10.4 The University of Manchester do not accept responsibility for any personal belongings lost or stolen during your stay.
- 11. Use
- 11.1 Use the Accommodation only as a living and studying accommodation and not run any business from the accommodation.

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

Students must:

- 12.1 Not at sub-let or share or part with possession of the accommodation.
- 12.2 Not allow overnight guests and ensure all guests have vacated the property by 23:00.
- 12.3 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 accommodation.

## 13. Utilities

Students must:

- 13.1 Not exceed the total load capacity of the electric sockets in the accommodation.
- 13.2 Not interfere with any electrical, plumbing or telecommunications systems in the accommodation.
- 13.3 Not erect or install any outdoor aerial.
- 13.4 Not cause blockage or pollution of any drains.

# 14. **OBLIGATIONS OF THE UNIVERSITY OF MANCHESTER:**

## 14.1 Facilities and Services

- 14.1.1 Provide Facilities and Services during the Period of Residence.
- 14.1.2 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.

# 14.2 **Our right of entry**

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.

## 15. OBLIGATIONS OF THE UNIVERSITY OF MANCHESTER RE EARLY TERMINATION AND RELOCATION

- 14.1.1 If you leave the Accommodation without our consent you will remain liable for all the Residence Fees.
- 14.1.2 We have the right to terminate this agreement if you are in serious breach of any of these terms and conditions.

# 15.2 Disclaimer

- 15.2.1 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.
- 15.2.2 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).

# 16. **GENERAL PROVISIONS**

## Governing Law

16.1 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.

# 17. Data Protection

- 17.1 We will comply with all relevant data protection regulations in force at the time this agreement is operating.
- 17.2 The information collected will be used solely for the following purposes: administering your application for accommodation; managing your stay in our accommodation including keeping you informed of activities both in hall and in sports facilities provided by the Residential and Sports Services Division, related services, maintenance work and statutory testing; ensuring the provision of internet services in halls of residence

15.1 **Termination by Us** 

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- 17.3 We will not disclose sensitive personal information (e.g., medical records) except with your explicit consent or if we are permitted and/or required to do so by law.
- 17.4 For further information on how your personal data is used whilst you are registered student; how long it is retained and to find out how to exercise your rights please view the University of Manchester's Student Privacy Notice or contact: The Information Governance Office via email at information.governance@manchester.ac.uk, or in writing to The Christie Building, The University of Manchester, Oxford Road, Manchester M13 9PL

## THE SCHEDULE

#### The Facilities and Services we provide

- Cleaning of public and communal areas.
- Operation, inspection servicing and repair of all our plant, machinery and equipment in the Residence including the provision of all fuel and water
- Provision of furniture and furnishings to the Accommodation.
- Provision of firefighting equipment in the Communal areas and the payment of all charges in connection with their rental installation and maintenance.
- Providing an adequate supply of hot water for domestic use.
- Employment of staff for the day-to-day running of the Residence.
- Refuse and recycling services.
- Providing laundry facilities (charged separately)
- In all Residences the provision of Ethernet point and/or Wi-Fi.

### Appendix 1

Code of Conduct for living in University of Manchester 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.

#### Car Parking

There are a limited number of car parking spaces available please contact Campus Reception to arrange and pay for car parking.

#### **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.

#### Drugs

Possession and use of all Controlled Drugs within our premises (by residents or visitors) is prohibited. Support is available for any student who may be dealing with addiction issues.

#### Language and Behaviour

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

#### Smoking

The University has a no smoking policy this includes e-cigarettes. Smoking is also prohibited within 5m of the entrance to any building.

#### Damage to hall of residence property

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

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### **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 any area – 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
- Prop the kitchen door open.
- Cover heat and smoke detectors or tamper with any fire-fighting, 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.
- Use sticky tape, blu-tack, drawing pins, or nails on walls; charges will be made for any damage to walls, woodwork or plaster.

#### 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.

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Your information may be shared between departments and with third parties (e.g., contractors employed by us to undertake services at the Hall, a Sponsor, the Police or other public agencies) if it is reasonable for us to do so as a provider and manager of the Accommodation.