



UNIPOL CODE

For Homestay Hosts Providing
Accommodation in Bradford

2020 - 2023

The 2020 - 2023 Unipol Code

For Homestay Hosts Providing Homestay Accommodation in Bradford

The purpose of the Unipol Code is to enable Homestay providers and Students to agree a set of undertakings about how they wish to do business with one another.

The criteria in the Code have been chosen to reflect a balance of common sense obligations and responsibilities between Homestay providers and tenants and set standards which are achievable by Homestay providers and tenants without significant expenditure of time and money and without prejudice to their respective legal rights.

The Unipol Code does not require that the property complies with the Local Authority's minimum standards for Houses in Multiple Occupation. The Code does, however, complement and support those standards and provides a set of performance criteria in the area of housing management, maintenance and good practice. Compliance with this Code does not mean that a particular property complies with the Local Minimum Standards.

Compliance with the Unipol Code will ensure that:

- Both Homestay providers and students enjoy the benefit of good standards of housing management and practice.
- Misunderstandings and disputes are reduced.
- Where problems do occur they are promptly resolved.

Unipol will ensure that the fact that a Homestay provider has agreed to comply with the Code will be made explicit on property advertisements and the Code will be actively promoted amongst students searching for housing. The Code enjoys the support of the City of Bradford Metropolitan District Council, educational institutions and their respective students' unions.

Adoption of the Code by a Homestay provider is voluntary. However to receive student placements from Bradford College, Homestay providers need to be accredited. Making a commitment to abide by the Code is a serious matter and a failure to meet such a commitment is a breach of faith. Unipol tests Homestay providers every two years for the purpose of ascertaining compliance with the Code and tenants can complain where they feel a breach has occurred. Information showing that Homestay providers are not complying with the Code is in the public domain and will remain accessible for three years even if the Homestay provider leaves, or is removed from the Code.

THIS CODE CYCLE WILL RUN FROM 1ST SEPTEMBER 2020 TO 31ST AUGUST 2023

EQUAL OPPORTUNITIES

Homestay providers will ensure that:

- 1.00 In the provision and letting of housing or associated services and in the letting of agreements for services, no person or group of persons applying will be treated less favourably than any other person or group of persons because of their race, colour, ethnic or national origin, gender, disability, appearance, marital status, sexual orientation or social status.

MARKETING PRIOR TO LETTING PROPERTY TO TENANTS

Homestay providers will ensure that:

- 2.00 All property and room details are reported accurately without misrepresentation to prospective Student.

Homestay providers will ensure that:

- 2.01 An agreement shall be made between the Student and the Homestay provider making clear rights and responsibilities of both parties. This Agreement will provide details of any contractual period of occupancy and shall make clear a number of matters (referred to elsewhere in the Code) governing the Student's use of the facilities in the house, the kitchen, domestic appliances, heating systems and any garden.
- 2.02 If there are any House rules, these must be issued before signing the Agreement. House rules should be clear, unambiguous and non-discriminatory.
- 2.03 An agreement is issued that make clear the rights and responsibilities of both parties.

Homestay providers will ensure that:

- 2.04 Where not provided by Bradford College, prospective students are issued with a clear statement of the rent due to be paid, including the dates, amounts and method of payments due to be made during the Agreement. Details are provided in the initial statement of what monies would be due in situations where the agreement is extended / curtailed. Homestay providers will comply with the Tenant Fees Act 2019.

Homestay providers will ensure that:

- 2.05 Utility costs including water, electricity, gas and internet access are included in rent. Any charges relating to phone usage should accurately reflect usage and must be accompanied by a copy of an itemised bill from the phone company. Receipts for any such charges should be issued on receipt of payments.

Homestay providers will ensure that:

- 2.06 At the commencement of the agreement or other date mutually agreed with the student, all obligations on the part of the Homestay provider in regard to the repairs and property maintenance and improvements to the property have been fully discharged.

DURING THE CONTRACT

Homestay providers will ensure that:

- 3.00 The student will be provided with their own key to enable access to the property. Homestay providers will respect the student's right to privacy, and at the outset of the agreement will agree with the student the situations in which it is permitted for the Homestay provider to enter the student's bedroom. This will be adhered to except in the case of a genuine emergency or where permission has been granted by the student. Members of the Homestay provider's family will also not enter the student's bedroom unless with the permission of the student.
- 3.01 With respect to the student the Homestay provider will be polite, courteous and

The Agreement

Homestay Fee Liability

Utility Charges (Gas, electricity, telephone, internet and any other charges)

State of Repair

Access

Repairs and Maintenance

Furniture and Storage Space

Kitchen Facilities

Toilet and Personal Washing Facilities

HEALTH AND SAFETY

Housing Health and Safety Rating System

Gas Appliances and Supply

Liquefied Gas/ Paraffin Heaters and Appliances

diligent at all times.

Homestay providers will ensure that:

- 3.02 Repairs are carried out punctually and effectively with consideration for the student's privacy.

Homestay providers will ensure that:

- 3.03 Study bedrooms contain a bed, adequate clothes storage space, a desk, chair and curtains/blinds which are properly hung/ fitted. Bunk beds are not appropriate.
- 3.04 Bed linen and towels are provided.
- 3.05 All furnishings and furniture are clean and in reasonable condition at the commencement of the agreement and comply, as appropriate, with the Furniture and Furnishings (Fire) (Safety) Regulations 1998 (as amended in 1989, 1993 and 2010).

Homestay providers will ensure that:

- 3.06 Students will have a clear understanding of their permitted use of any kitchen facilities, for example, use of the fridge/freezer, washer/drier and iron. The student must be given some dedicated storage space for food, to include use of a reasonable part of any fridge/freezer; access to a microwave for reheating meals and use of a cooker and room for the preparation of food, where permitted by the host. The student will receive instruction on how to operate any domestic appliance that they have access to; any such instruction shall be given on their first day of occupancy.

Homestay providers will ensure that:

- 3.07 An adequate number of suitably located WCs, baths and/or showers and wash basins are provided with constant hot and cold water supplies as appropriate which are suitable for the number of students.

Homestay providers will ensure that:

- 4.00 The property is maintained as reasonably practicable, free of avoidable or unnecessary hazards as defined in the Housing Health and Safety Hazard Rating System (see schedule attached).

Homestay providers will ensure that:

- 4.01 All means of use and supply of mains gas and alterations and repairs to gas installations shall comply with the current Gas Safety (Installation and Use) Regulations.
- 4.02 All gas appliances will be serviced annually by a Gas Safe registered engineer. Verification of the gas safety check will be available to tenants on request and copies of the gas safety check record for any subsequent safety checks undertaken during the period of the tenancy will be supplied to students on request within 28 days of that safety check being conducted.
- 4.03 All repairs to gas supply pipe work and appliances will be carried out by registered Gas Safe engineer.
- 4.04 The student will receive instructions on how to operate any heating appliance/s or central heating system and such instruction shall be given on their first day of occupancy. The extent of control that the student has over adjusting heating that affects other parts of the house, will be made clearly stated.
- 4.05 Where a working gas fire is situated in a bedroom, or solid fuel combustion appliances are used in other living accommodation, a carbon monoxide (CO) detector conforming to BSEN50291 should be fitted in that bedroom;

Homestay providers will ensure that:

- 4.06 No form of bottled gas or paraffin heaters will be provided by the owner as a heating source.

Electrical Installations and Appliances

Homestay providers will ensure that:

- 4.07 All electrical installations provided by the owner are certified as safe by a professionally competent electrician, preferably one that is registered with NICEIC – ELECSA, NAPIT, Select, Blue Flame Certification or Stroma certification, alternatively an electrician who is a Registered Competent Person on the electrical search facility website <http://www.electricalcompetentperson.co.uk/>

Competent electricians are registered to undertake work that meet part P of the Building regulations (Design and Installation of Electrical Installations) and is designed, installed, inspected and tested to the standard required by BS7671 in accordance with the current relevant electrical wiring regulations. Owners are required to have a satisfactory Periodic Installation Report (PIR) dated within the last 5 years as a maximum period.

- 4.08 All repairs and improvements in electrical installations comply with the current Institute of Electrical Engineers Wiring Regulations.
- 4.09 All components used in electrical wiring installations and repairs comply with the International Standard and all appliances will be installed in accordance with Manufacturers' instructions.
- 4.10 All electrical appliances provided by the owner are functioning in accordance with manufacturers' operational limits and are capable of being operated in a safe manner. Appliances are regularly visually inspected for wear and tear and any defects remedied.
- 4.11 Residual current device (RCD) protection should be provided to all consumer units.

Homestay providers will ensure that:

- 4.12 All properties will be fitted with a form of fire detection incorporating an audible alarm. The system will comprise as a minimum a mains powered smoke detector with battery backup on each level (to BS5446 but preferably interlinked to BS5839 LD3 Grade D1). Hosts are to ensure that all smoke alarms are in working order at the start of each new agreement and tested monthly throughout the agreement.
- 4.13 Each kitchen will be fitted with a fire blanket manufactured to BS EN3: 1996. Students shall be instructed in the use (and resetting) of any detection equipment and fire equipment on their first day of occupancy in the property.
- 4.14 All exit routes within a property such as hallways, landings and staircases, so far as they are under the control of the owner/agent, as far as reasonably practical, will be maintained safe, unobstructed and free of fixtures and fittings to enable evacuation of the property in the event of fire.
- 4.15 The homestay provider will undertake an annual fire risk assessment in compliance with the Regulatory Reform (Fire Safety) Order 2005 (known as the FSO), and a copy of that shall be made available to Unipol within 14 working days of such a request being made. Further guidance is provided by LACoRS at www.cieh.org/library/Knowledge/Housing/National_fire_safety_guidance_08.pdf ; the appendix to the guidance provides an example form for recording the findings of a fire risk assessment which Homestay providers may find useful;

Homestay providers will ensure that:

- 4.16 External doors are of a strong, solid, safe construction and fitted with a five lever mortice deadlock conforming to BS 3621 or a euro cylinder lock. The door frames should be strong and well secured to the jambs.

Homestay providers will ensure that:

- 4.17 Where a garden or paved area exists this shall be kept in good order and free of waste and litter so far as is reasonably practicable. The Student's use of any area of the garden shall be clearly stated.
- 4.18 Hedges around external doors and windows are best kept trimmed low (usually no higher than 1m) wherever practical to avoid providing screening for burglars. Plants and shrubs shall not be allowed to obstruct the pavements or other public areas surrounding the property;

Fire Detection and Alarm Systems

Security Measures

The Environment

- 4.19 Where a garden exists, the path to and from the external door(s) to the house will be kept in good repair and free from obstruction.

Homestay providers will ensure that:

- 4.20 Shared living areas and bathrooms should always be kept clean
4.21 All facilities for the storage, preparation and cooking of food will be capable of cleansing and being maintained in a clean and hygienic state by the student.
4.22 The Student shall have use of an efficient and serviceable vacuum cleaner at the commencement of the tenancy.

Homestay providers will ensure that:

- 5.00 Students are issued with clear written guidelines regarding the standard of cleaning and other arrangements for bringing the agreement to an end so as to avoid misunderstandings regarding the standard of cleanliness and condition of the property expected at the end of the tenancy.
5.01 Following a joint inspection on the day the room is vacated, deposits should be returned not later than fourteen days of the end of the agreement. If monies are to be retained the owner should provide a written statement of account providing reasonable details of deductions within this period.

Hygiene

AT THE END OF THE AGREEMENT

Deposits

- 6.00 Where disputes between Homestay providers and Students occur reasonableness and promptness in dealing with the issues by both parties is the key to the amicable and effective Students are issued with clear written guidelines regarding the standard of cleaning and other arrangements for bringing the agreement to an end so as to avoid misunderstandings regarding the standard of cleanliness and condition of the property expected at the end of the stay. Homestay providers therefore undertake to maintain courteous professional relations with Students during any dispute.

COMPLAINTS

Management of Disputes

Homestay providers Undertake to:

- 7.00 Where a complaint under the Unipol Code is contested, then the homestay provider shall recognise the authority of a Tribunal, which s/he recognises under the Code to determine whether the Code, agreed by them, has been breached and to make recommendation/s to the homestay provider in accordance with its views. In the event that such recommendations are not followed by the homestay provider then they will be deemed in breach of the Code and this fact will be made public to prospective students. The Tribunal will have the authority to exclude any homestay provider from the Code for a period as determined or indefinitely.

These two factors are combined using a standard method to give a score in respect of each hazard. HHSRS does not provide a single score for the dwelling as a whole or, in the case of multiply occupied dwellings, for the building as a whole.

The scores from different hazards cannot be meaningfully aggregated. There is no strong evidential basis for aggregating hazard scores, and to attempt to do this would make far more difficult the assessment of likelihood and spread of harm of hazards. However, the presence of a number of individual category 2 hazards may be a factor in an authority's decision to take action.

Hazards are scored in bands, from band A, the most severe, to band J. The relationship between these bands and category 1 and category 2 is prescribed in Regulations made under the Act. Category 1 hazards are those rated in bands A-C. Category 2 hazards are those rated band D and lower. Category 1 hazards trigger a local authority's duty under section 5 to take the appropriate enforcement action. Category 2 hazards can be dealt with under the authority's discretionary powers, which are set out in section 7.

MEAL PROVISION

As often as possible meals should be home cooked. Ready/microwave meals are not acceptable but hosts may wish to occasionally provide takeaways. Meals should broadly follow the guidelines shown below fitting in with your usual household diet. Participants will expect to have the same meals as others in the household and to eat with them. The Language Centre encourages hosts and participants cooking together or for hosts to encourage participants to cook a traditional dish for the family during their stay.

If for any reason, the participant cannot eat with the host, the participant must inform the host who will be expected to keep a meal in the fridge for the participant's return and allow facilities to heat it. The host is not required to heat and serve a meal in these circumstances.

Breakfast: Monday to Friday - students might be offered fruit juice, tea or coffee, cereal, yoghurt, toast with butter and jam or marmalade or a cooked egg. At weekends students might be offered a cooked English breakfast.

Evening meal: This should be the main meal of the day to include meat, poultry, fish or cheese, or a suitable equivalent. If you are a vegetarian family and do not wish to prepare meat or fish then you must inform the student of this before arrival so they accept this as part of their visit.

Weekends are full board and will require the provision of lunch (or a packed lunch, if required).

Homestay providers Undertake to:

The principle aim of the Unipol Code complaints procedure is to resolve complaints efficiently. Before commencing the procedure, it is recommended that tenants attempt to resolve any problems by contacting the homestay provider in the first instance. In the second instance students should contact the Accommodation Officer at Bradford College who will assist in resolving any issues. Completed complaint forms should be submitted only after all other lines of negotiation have been exhausted. This judgement will in the first instance be made by the Unipol Complaints Investigator who is charged with operating the complaints system. In the event of a dispute, this will be a matter for a ruling by the Chair of the Tribunal. If you are a parent or relative of a tenant you must attach written authority from the tenant concerned stating that you are authorised to make a complaint on their behalf.

HOUSING HEALTH AND SAFETY RATING SYSTEM

Schedule One - Housing Health and Safety Ratings System

The condition of all housing is now subject to Part 1 of the Housing Act 2004 and the evidence based risk assessment process of the Housing Health and Safety Rating System (HHSRS), on which local authorities must now base enforcement decisions. This applies to all types of residential premises, whether or not any amenities are shared.

Following a complaint, or for any other reason, a local authority may arrange to inspect premises to determine whether a category 1 or 2 hazard exists.

HHSRS assesses twenty-nine categories of housing hazard - Damp & mould growth; Excess cold; Excess heat; Asbestos (and MMF); Biocides; Carbon Monoxide and fuel combustion products; Lead; Radiation; Uncombusted fuel gas; Volatile Organic Compounds; Crowding and space; Entry by intruders; Lighting; Noise; Domestic hygiene, Sanitation and Drainage; Water supply; Falls associated with baths etc; Falling on level surfaces etc; Falling on stairs etc; Falls between levels; Electrical hazards; Fire; Flames, hot surfaces etc; Collision and entrapment; Explosions; Position and operability of amenities etc; Structural collapse and falling elements. Technical assessment is a two-stage process, addressing first the likelihood of an occurrence and then the range of probable harm outcomes.

The 2004 Act gives local authorities powers to intervene where they consider housing conditions to be unacceptable, on the basis of the impact of health and safety hazards on the most vulnerable potential student. The 2004 Act puts authorities under a general duty to take appropriate action in relation to a category 1 hazard. Where they have a general duty to act, they must take the most appropriate of the following courses of action:

- serve an improvement notice in accordance with section 11
- make a prohibition order in accordance with section 20
- serve a hazard awareness notice in accordance with section 28
- take emergency remedial action under section 40 or make an emergency prohibition order under section 43
- make a demolition order under section 265 of the Housing Act 1985 as amended
- declare a clearance area by virtue of section 289 of the 1985 Act as amended

**2020 - 2023 Unipol Code for Homestay Hosts
Providing Homestay Accommodation in Bradford
DECLARATION FOR 2020 - 2023**



I (name): _____

Property Address: _____

Number of students/occupants accommodated at the Property: _____

I/We Acknowledge and agree that

I/we wish to join the Unipol Code ("the Code") for Homestay Hosts Providing Homestay Accommodation for Bradford College from the date of this declaration until 31 August 2023, and that I/we agree to meet all the terms and conditions of the Code and abide by the regulatory mechanisms and complaints procedure as stated in the Code and available from the Unipol website.

I/we further declare that my/our conduct will be in line with that outlined in the Code.

I/we wish to declare that our property (as listed above) meets with the terms and conditions of the Code. I/we accept that it is an important part of the Code to inform occupants of our membership and agree to make a copy of the Unipol Code available to all occupants.

I/we understand that information about my Unipol Code status is in

the public domain and will be accessible to all those using Unipol Web system and will remain accessible up to three years regardless of my future membership of the Code.

I/we accept that Unipol and its affiliated business partners may use my personal information for the purpose of administering the Code, providing services, administration, and training and may disclose information to its service providers and agents for these purposes. If my personal details or the property I/we own/manage changes I/we agree to inform Unipol.

Signed: _____

Printed: _____ Dated: _____

Email Address: _____ Telephone Number: _____

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