



**UNIPOL
CODE**
Homestay



For Homestay Hosts Providing Homestay
Accommodation for the University of Leeds

2019 - 2021

The 2019 - 2021 Unipol Code

For Homestay Hosts providing Homestay Accommodation for the University of Leeds

The purpose of the Unipol Code is to enable homestay providers and student occupiers 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 student occupiers and set standards which are achievable by 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 Code will ensure that:

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

Adoption of the Code by a homestay provider is voluntary. 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 checks homestay providers every **two years** for the purpose of ascertaining compliance with the Code and occupiers 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 providers leaves, or is removed from the Code. This code cycle will run from 1st August 2019 - 31st July 2021.

EQUAL OPPORTUNITIES

Homestay providers will ensure that:

- 1.00 In the provision and letting of housing or associated services and in the letting of contracts 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

Homestay providers will ensure that:

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

The Agreement

Homestay providers will ensure that:

- 2.01 A contract shall be made between the occupant and the homestay provider making clear rights and responsibilities of both parties. This contract will provide details of the period of occupancy and instructions on the use of facilities in the house, the kitchen, domestic appliances, heating systems and any garden.
- 2.02 If there are any House rules, these must be clear, unambiguous and non-discriminatory and made available to the occupants within the first week of occupancy. This includes whether or not the student has to clean their own bedroom.

Homestay providers will ensure that:

- 2.03 Prospective students are issued with a clear statement of the homestay fees due to be paid, including the dates, amounts and method of payments due to be made during the Contract. Owner occupiers will comply with the Tenant Fees Act 2019.

Homestay Fee Liability

Homestay providers will ensure that:

- 2.04 Utility costs including water, electricity, gas and internet access are included in homestay fees. 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.

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

Homestay providers will ensure that:

- 2.05 At the commencement of the placement or other date mutually agreed with the occupants, 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.

State of Repair

Homestay providers will ensure that:

DURING THE CONTRACT

Access

- 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 diligent at all times.

Repairs and Maintenance

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)
- 3.06 Study bedrooms will be a minimum of 8 sq. metres.

Kitchen Facilities

Homestay providers will ensure that:

- 3.07 Students will have a clear understanding of their permitted use of any kitchen facilities, for example, use of the fridge/freezer, washer/dryer 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:

- 3.08 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 occupants.

Toilet and Personal Washing Facilities

HEALTH AND SAFETY

Housing Health and Safety Rating System

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:

Gas Appliances and Supply

- 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 the student 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 the student 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 instruction 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 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 each affected room;

Liquefied Gas/ Paraffin Heaters and Appliances

Homestay providers will ensure that:

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

Electrical Installations and Appliances

Homestay providers will ensure that:

- 4.07 All electrical installations provided by the homestay provider 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 homestay provider 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.

Fire Detection and Alarm Systems

Homestay providers will ensure that:

- 4.11 All properties will be fitted with a form of fire detection incorporating an audible alarm on each level. The system will comprise as a minimum a mains powered smoke detector with battery backup on each level (to BS 5446 but preferably interlinked to BS5839 LD3 Grade D). 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.
- 4.12 Each kitchen will be fitted with a fire blanket manufactured to BS EN3: 1996. Occupants shall be instructed in the use (and resetting) of any detection equipment and fire equipment on their first day of occupancy in the property.
- 4.13 All exit routes within a property such as hallways, landings and staircases, so far as they are under the control of the Homestay provider/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.
- 4.14 The homestay provider will undertake a 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;

Security Measures

Homestay providers will ensure that:

- 4.15 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.

The Environment

Homestay providers will ensure that:

- 4.16 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.
- 4.17 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

Hygiene

- and shrubs shall not be allowed to obstruct the pavements or other public areas surrounding the property;
- 4.18 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:

- 4.19 Shared living areas and bathrooms should always be kept clean
- 4.20 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.
- 4.21 The student shall have use of an efficient and serviceable vacuum cleaner at the commencement of the tenancy.

AT THE END OF THE STAY

Deposits

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 their bedroom expected at the end of the contract.

OTHER PROVISIONS

Management of Disputes

Homestay providers Undertake to:

- 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 resolution of problems. Homestay providers therefore undertake to: Maintain courteous professional relations with occupants during any dispute.

COMPLAINTS

Homestay providers Undertake to:

- 7.00 Where a complaint under the Unipol Code is contested, then the Homestay provider shall recognise the authority of the Unipol Code 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 the homestay provider will be deemed in breach of the Code and this fact will be made public to prospective student occupiers. The Unipol Code Tribunal will have the authority to exclude any Homestay provider from the Code for a period as determined or indefinitely.

Note for tenants:

The principle aim of the Unipol Code complaints procedure is to resolve complaints efficiently. Before commencing the procedure, it is recommended that students attempt to resolve any problems by contacting the homestay provider in the first instance. If this is not successful, students should contact Unipol for assistance. 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 Code Administrator who is charged with operating the 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 student you must attach written authority from the student concerned stating that you are authorised to make a complaint on their behalf.

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. 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.

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 occupant. 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.

Schedule Two: Additions and Notes to the 2019 - 2021 Unipol Code for Homestay Hosts providing Homestay Accommodation for the University of Leeds

This Schedule details important additional information for hosts who are part of the University of Leeds Homestay programme and host University of Leeds students in their home. You are asked to sign this schedule to confirm that you have read, understand and agree to follow the principles and system outlined below.

This complements the information in the main Code declaration and the requirements of the British Council Accreditation criteria..

I agree:

- to encourage the student to feel at home by treating them as part of the household
- to respect the student's cultural background
- to encourage the participant to speak English as much as possible and ensure that English is the primary language spoken in the home
- to show due concern for the welfare, safety and security of the student during their stay
- to provide students with advice and information as to their location and the frequency and numbers of buses to allow them to travel from your house to the University and home back again
- to not intervene in students study by assisting them in their academic work. (Note: any assistance received on assessed material is classed as cheating and students can be penalised and this could result in them being failed on their course)
- to liaise with Unipol in order to help resolve any problems that may arise during the term
- to provide a healthy and balanced diet for the student
- that no more than 4 paying guests should be staying at the property

I declare that I have read, understood and agree to meet the conditions detailed above. I also confirm that I have understood and will provide services in line with the information given below. I understand that this schedule forms part of the Unipol Homestay Code. I understand that should the terms and conditions of my membership to the Unipol Homestay Code are breached Unipol reserves the right to terminate any current placement agreement and investigate my future membership of the Code.

Signed by Homestay Host: _____

Print name: _____

Date: _____

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).

GENERAL INFORMATION

The British Council accreditation

The Language Centre is accredited by the British Council for the teaching of English as a foreign language. The provision of Homestay accommodation falls under the accreditation process and the Language Centre is therefore required to meet a number of obligations when placing students in this type of accommodation.

https://www.britishcouncil.org/sites/default/files/criteria_guidance_june_2018.pdf

Payment details

The University of Leeds will make payments to the host on behalf of the students by BACS. Hosts receiving Language Centre students for stays up to 10 weeks will be paid in full before or on the first day of the student's occupation. For stays over 10 weeks will be paid in 10 week cycles in advance.

Length of homestay contracts

The length of homestay contracts varies considerably. They are usually between 3 and 22 weeks but may be more or less. The majority of homestay placements are for 1 term which is approximately 10 weeks.

Data protection

Information provided by you as a host or participant to Unipol Student Homes about your homestay accommodation and personal details relating to you are held electronically at Unipol. This information is only available to staff working directly on placing applicants with suitable hosts and staff working within the Unipol Accreditation process and will be only made available to accrediting bodies upon request. You are entitled to view the information held about you/your homestay accommodation if you wish. If you would like access to your records, you should contact Unipol.

Social networking

Please be aware that once hosts/participants have received your profile they may look you up on social networking websites such as Facebook. We encourage hosts and participants to contact each other and exchange information before the participant begins their homestay

placement. Hosts and participants are advised to exercise caution when making content available on social networking websites.

What to do in an emergency

Please observe the following guidance in regards to emergency situations which may arise.

What to do first

Where emergency medical attention is required the emergency services should be contacted by dialling 999.

Contacting the University of Leeds Language Centre

In addition to contacting the emergency services you should contact the Language Centre on 0113 343 3251 within normal UK working hours (Monday to Friday 9am - 5pm) or outside these times contact the University of Leeds Security Control Room on 0113 343 5494.

For non-emergencies

Hosts can contact local health services, the Student Medical Practice can be contacted for advice and appointments or you can call 111 for out of hours medical advice.

The contact details for the Student Medical Practice are:

Leeds Student Medical Practice
4 Blenheim Court
Blenheim Walk
Leeds LS2 9AE
Tel: +44 (0)113 295 4488

Counselling and support

University Student Counselling Service: 0113 343 4107

Income Tax

Gross annual income from letting furnished accommodation which currently does not exceed £7,500 per annum, is exempt from income tax (correct as of 6 April 2017). This reduces to £3,750 if someone else receives income from letting accommodation in the same property, such as a joint owner. The limit is the same even if you let accommodation for less than 12 months. It is unlikely that payments from Language Centre student placements will exceed this amount; however, if you regularly host participants from other institutions you may be affected by this limit. Please contact the Revenue and Customs if you require further information about this.

Hosting students from other agencies

If a family is hosting juniors (under 18s) from another organisation they have to be aware that University of Leeds Homestay international students have not been DBS checked.

Homestay provider's Declaration

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 for Homestay Hosts Providing Homestay Accommodation for the University of Leeds ("the Code") from the date of this declaration until 31 July 2021, 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.

In consideration for being permitted to join the Code, I/we agree and undertake to pay a fee of £68 to join the Code and any future Code fees, including any additional fees as follows:

- A. In the case of Inspections, if issues are identified, a timetable for any works of procedures is agreed and then, dependent on the nature of the findings, a re-inspection may be required. During this short re-inspection, the Accreditation Officer will check that the required work has been completed to the expected standard. If it is clear from the re-inspection visit that not all of the works have been completed, then a second re-inspection is required and a fee of £75 (inclusive of VAT) will be charged to the landlord/agent for that and each subsequent inspection needed.
- B. Unipol will always give five working days' notice of a visit. If the visit is changed less than 2 working days before the visit then a fee of £50 (inclusive of VAT) will be charged. The same fee will be charged if the inspector is unable to enter the property at the appointed time. Inspectors are instructed to wait at the property for 15 minutes after the appointed time, after which the appointment is considered broken and the £50 (inclusive of VAT) fee will apply. These fees will be invoiced and must be paid within 30 days.

All of the above fees and payments are correct as at the date of this declaration but may be amended by Unipol during the time period when I/we are a member of 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.

Upon acceptance of this signed declaration and payment of the Code fee I/we will be a member of the Code and acknowledge and agree that upon any failure to make payments or otherwise comply with the provisions of the Code then our membership may be terminated by the Unipol Code Tribunal.

I/we understand that information about my Code status is in the public domain and will be accessible to all those using Unipol's web system and will remain accessible for up to three years regardless of my future membership of the Code.

Signed: _____

Printed: _____

Dated: _____

Email Address: _____

Telephone Number: _____

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