# Residential Accommodation Policy

**Responsible Officer**

Executive Director, Infrastructure Services and Development

**Approved by**

Vice-Chancellor

**Approved and commenced**

December, 2014

**Review by**

December, 2017

**Relevant Legislation, Ordinance, Rule and/or Governance Level Principle**

- University of Tasmania Act 1992
- University By-Laws
- Ordinance 9 – Student Discipline
- Rule 2 – Academic Assessment
- Rule 3 Admission and Student Progress

**Responsible Organisational Unit**

Infrastructure Services and Development (Accommodation Services Unit)

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1 Objective
The objective of this Policy is to establish the basis upon which student residential facilities will be provided and operated by the University of Tasmania.

2 Scope
This policy applies to all University staff, contractors and consultants; and all residents, guests and visitors in respect of the following University accommodation facilities/residences:

- Christ College
- John Fisher College
- Mount Nelson Villas
- University Apartments
- Kerslake Hall
- Leprena
- Investigator Hall and
- any alternate, temporary or other accommodation sites owned, leased or managed by the University.

3 Policy Provisions

3.1 General
The University has a role to play in ensuring that there is a range of accommodation facilities/residences available to student groups, including:

- Tasmanian students living away from home
- Interstate students and
- International students.

The University has a responsibility to ensure that accommodation facilities/residences meet student needs in an efficient and cost-effective manner.

Records and Information associated with this policy will be created, maintained and retained in accordance with the University Records Management Policy, Procedures and Guidelines.

3.2 Management and Administration
University residences and associated services will be managed and administered by the Accommodation Services Unit (AS) within the Infrastructure Services and Development Section (ISD) of the Division of the Chief Operating Officer.

3.3 Eligibility
To be eligible for a residential place with AS, a Resident must be enrolled as a student of the University.
Residents are responsible for advising AS of any changes that may affect their eligibility for accommodation.

3.4 Allocation of Accommodation

Unless otherwise specified, rooms in AS residences are for single occupancy only.

In allocating accommodation, AS will endeavour to satisfy Residents’ preferences, however, final allocation will be based on availability and will be determined at the discretion AS.

3.5 Period of Residency

Unless otherwise specified, the normal period of residency will be for one academic year of 39 weeks.

3.6 Residency Agreement

All Residents will sign a Residency Agreement with the University prior to taking up residence in an AS facility.

The Residency Agreement is a legally binding document that specifies:

- the terms upon which residency is offered and accepted; and
- the responsibilities of both AS and the Resident in respect of residency.

Where the Resident is a minor, the Residency Agreement will be signed on their behalf by a Sponsor.

The Residency Agreement may be terminated by:

- the Resident subject to the fees and conditions stipulated at Section 8 of the Residency Agreement or
- AS subject to the conditions stipulated at Section 15 of the Residency Agreement Terms and Conditions.

3.7 Fees and Charges

Residency fees and charges will be established by AS and will be subject of annual review.

The Schedule of Residential Fees (Schedule 1) and Schedule of Additional Fees and Charges (Schedule 2) will be:

- published on the University web site at: http://www.accommodation.utas.edu.au/about/costs
- appended as Schedules to the Residency Agreement.

AS will make every endeavour to ensure that any increase to fees and charges is fair and reasonable and will give Residents one month’s written notice of any such increases.

Fees and charges will include:
• holding fee and security deposit (to be paid immediately upon acceptance of the Offer of Accommodation)

• rent (to be paid two weeks in advance for the duration of the Residency Agreement) and

• charges for any additional services of penalties, including:
  o parking
  o linen packs
  o cleaning and rubbish removal
  o repairs to rooms and repair and/or replacement of fixtures and fittings where damage exceeds fair wear and tear
  o bank dishonour fees
  o administrative fees
  o replacement of keys
  o debt collection fees and
  o costs associated with activation of any fire emergency alarm that results in the attendance of Emergency Services, where the alarm has been activated by the Resident or the Resident's visitor/s.

Residents are responsible for ensuring that all fees and charges are paid in a timely manner.

A default in the payment of fees and/or charges will be dealt with in the manner stipulated at Clause 11 of the Residency Agreement Terms and Conditions.

4 Responsibilities

**The University** is responsible for ensuring that:

• there is a range of accommodation facilities available to students and
• these facilities meet student needs in an efficient and cost-effective manner.

**AS** is responsible for:

• management and administration of the University residences listed at Paragraph 2 of this Policy
• ensuring that residences are maintained to an acceptable standard, with due regard to the facility’s age, character and prospective economic life
• exercising, as far as is reasonably practicable, a duty of care in respect of the safety and well-being of Residents and
• abiding by the terms of the Residency Agreement, including meeting, on the University’s behalf, the responsibilities stipulated at Clause 12 of the Terms and Conditions.
Residents are responsible for:

- abiding by the Terms and Conditions of the Residency Agreement, including adherence at all times to the Rules of Residence stipulated at Clause 14 and
- timely payment of all fees and charges associated with their residency.

5 Definitions and Acronyms

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<th>Term/Acronym</th>
<th>Definition</th>
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<tr>
<td>Academic Year</td>
<td>For the purposes of this policy, a period of residence covering two consecutive Semesters, being a period of 39 weeks unless otherwise specified.</td>
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<tr>
<td>Accommodation Services (AS)</td>
<td>The staff and management of University on and off-campus accommodation facilities, including anyone acting on their behalf or at their direction.</td>
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<tr>
<td>Accommodation Services Premises</td>
<td>All University owned or leased buildings and surrounding land areas that are managed by AS.</td>
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<tr>
<td>Associate Director, Accommodation Services</td>
<td>The University officer responsible for management of the AS Unit. The Associate Director, Accommodation Services reports to the Executive Director, Infrastructure Services and Development.</td>
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<td>General Misconduct</td>
<td>Acts of general misconduct can be any one of the actions described under Clauses 2.1.1 or 2.4.1 of University Ordinance 9 – Student Discipline.</td>
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<td>Guest</td>
<td>Any person/s who AS has authorised to stay overnight in the room of a resident.</td>
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<tr>
<td>Minor</td>
<td>A person under the age of 18 years at the time of entering into a Residency Agreement with AS.</td>
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<tr>
<td>Offer of Accommodation</td>
<td>A document sent by AS to successful applicants for accommodation, which details the residence, type of accommodation and period of residency being offered.</td>
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<td>Organisational Unit</td>
<td>College, Faculty, School, Centre, University Institute, other University Entity, Division, Section or University Business Enterprise.</td>
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<td>Residence</td>
<td>An accommodation site owned or leased by the University and managed by AS, including Christ College, John Fisher College, Mount Nelson Villas, University Apartments, Kerslake Hall, Leprena, Investigator Hall, and any alternate, temporary and/or other accommodation sites owned, leased or managed by AS. For the purpose of this Policy, “residence” specifically excludes accommodation sites delivered under the auspices of the Commonwealth Government’s National Rental Affordability Scheme (NRAS).</td>
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<tr>
<td>Resident</td>
<td>A person who has signed a Residency Agreement and is residing in an AS residence.</td>
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Residential Accommodation Policy

Residential Support Officer
AS staff member responsible for on-site, night time pastoral care.

Residential Support Team
Comprises AS staff members who have a direct role in the pastoral support of residents and includes: Associate Director and Manager AS, Launceston and RSOs.

Sponsor
For the purpose of this Policy, a parent, guardian or other person who signs a Guarantee by Sponsor on behalf of a resident who is a minor.

Visitor
Any person(s) who are on AS premises with the permission of one of that site’s residents or staff.

6 Supporting Documentation
- University Residency Agreement Terms and Conditions
- Schedule of Residential Fees
- Schedule of Additional Fees and Charges
- Records Management Policy

7 Versioning

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<td>Current Version</td>
<td>Verison 2 – Residential Accommodation Policy (current document); approved December 2014, amended in December 2017 to reflect change in nomenclature for Commercial Services and Development.</td>
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The University Accommodation Services Residency Agreement consists of the following documents:

- Offer of Accommodation
- On-line Acceptance
- Residency Agreement Terms and Conditions
- Schedule of Residential Fees (On-campus or Off-campus)
- Guarantee by Sponsor (where applicable)
- Authority to Direct Debit (where applicable).

and applies to accommodation at any Residence, including:

- Christ College
- John Fisher College
- Mount Nelson Villas
- University Apartments
- Kerslake Hall
- Leprena
- Investigator Hall
- any alternate or temporary or other accommodation sites owned, leased or managed by Accommodation Services.

Definitions

University Accommodation Services (AS) refers to the managers of UNIVERSITY on-campus accommodation and includes anyone acting for or on behalf of or at the direction of them.

Academic Year refers to a period of residence covering two consecutive semesters, a period of 39 weeks unless otherwise specified.

Associate Director refers to the Associate Director of Accommodation Services or their nominee.

Minor refers to a person under the age of 18 years at the time of entering this Agreement.

Residence refers to a particular accommodation site owned or leased by the University and managed by AS.

Resident refers to any person who has signed a Residency Agreement and is residing in an AS residence.

Sponsor refers to a parent, guardian or other person who signs a Guarantee by Sponsor on behalf of a resident who is a minor.

The University refers to the University of Tasmania.

1. Duration of agreement

1.1 Residency Agreements are for the period of residence specified in the Offer of Accommodation. For each separate period of residence the Resident must apply for accommodation and if successful enter a new Residency Agreement.

1.2 Unless otherwise specified, all Residency Agreements are for an Academic Year of 39 weeks.

2. Eligibility

2.1 A Resident must be enrolled as a student of the University to be eligible for a residential place with University Accommodation Services. Each resident is responsible for advising University Accommodation Services of any changes which may affect their eligibility for accommodation.

3. Returning residents

3.1 To be considered for re-admission for a further period of residency current residents must:

- be enrolled at the University and have:
- no outstanding debts related to residential matters with University Accommodation Services
- met all payments as agreed under any previous Residency Agreement
- demonstrated a good behaviour record
- submitted an application for re-admission by the due date.

3.2 If an Application for re-admission is not received by the due date, the resident will be assessed as a new applicant and accommodation cannot be guaranteed in the upcoming year. University
Accommodation Services reserves its right to make an offer of accommodation to returning residents.

4. **Offer, acceptance and confirmation of accommodation**

4.1 Successful applicants for accommodation, new and returning, will be sent an Offer of Accommodation which will detail the residence and type of accommodation and the period of residency being offered. To accept the Offer of Accommodation the resident, or Sponsor, must complete the On-line Acceptance and return any required advance fees by the date specified in the Offer of Accommodation.

4.2 The Resident’s place at University Accommodation Services will not be confirmed until all required advance fees (see Clause 9.1) are paid by the date specified in the Acceptance. If the advance fees are not paid by the due date the Offer of Accommodation will lapse.

4.3 If the Acceptance of Accommodation is made by a Sponsor on behalf of a resident who is a minor, the Sponsor must also return a signed Guarantee by Sponsor form.

4.4 By submitting the Acceptance the Resident and/or any Sponsor is bound to pay residential fees for the entire Period of Residency.

5. **Allocation of accommodation**

5.1 Wherever possible Accommodation Services will meet resident’s preferences for accommodation; however, final allocation will be based on availability and will be at the discretion of Accommodation Services.

5.2 Unless otherwise specified, rooms are for single occupancy only.

6. **Relocation**

6.1 Accommodation Services reserves the right to relocate any Resident within the residence or to another residence on a temporary or permanent basis for reasons of maintenance works, behavioural or financial purposes or any other purpose deemed reasonable by the Associate Director. Where possible, two weeks’ notice will be given of such relocation to the Resident.

6.2 If a Resident seeks to relocate between Accommodation Services residences the request should be made in writing to the Associate Director. Any such request will be dealt with through Accommodation Services procedures for relocation. A one-off administration fee applies if Accommodation Services agrees to the relocation. Accommodation fees will be at the rate of the new residence. Once a Resident’s request is approved by the Associate Director, the administration fee is still applicable even if the Resident later withdraws his or her request to move.

6.3 No charge will be made if the resident has to relocate between north and south Accommodation Services’ Residences as a requirement of continuing or completing a course of study. Charges will apply if the Resident relocates campuses and terminates the Residency Agreement. The Resident will be subject to the fees and charges specified under the Residency Agreement.

7. **Residents’ arrival and departure**

7.1 Accommodation Services will make no adjustments to fees for either late arrivals or early departures. Payments are due for the full period of residence specified in the Offer of Accommodation.

7.2 Residents are expected to arrive at their residence and leave on the dates specifying the start and end, respectively, of the period of residence in the Offer of Accommodation.

On arrival Residents must report to the Accommodation Services’ Office. The standard check-in time is after 10.30 am (Office hours are between 8.30 am and 5 pm Monday to Friday). If Residents will be arriving outside office hours, they must inform Accommodation Services so arrangements can be made with out-of-hours staff.
Residents are expected to depart no later than 12.00 noon on the last day of their period of residency.

7.3 Residents wishing to take up residence earlier, or leave later, than the dates specified in the Offer of Accommodation should inform Accommodation Services at least two weeks before their arrival or departure.

Residents will be charged a flat rate equivalent to one-seventh of the applicable weekly rate for every day, or part of day, they are in residence outside the Period of Residence.

7.4 Residents are required to complete a room Condition Report on arrival. Residents are responsible for ensuring they complete and return the Condition Report and making any necessary amendments to the details contained in the report within 72 hours of taking up residence. The room will be inspected by Accommodation Services’ staff on the Resident’s departure and the Condition Report is used to assess any changes to the condition of rooms and fittings during the resident’s stay and any liabilities to be charged to the resident.

8. Termination of the residency agreement

8.1 Prior to arrival, residents may withdraw from the Residency Agreement by giving notice in writing: first semester withdrawals must be received by 24 January and second semester withdrawals by 24 June. Accommodation Services will retain the holding fee but there will be no other charge and the balance of the security deposit will be returned. Any withdrawals submitted after the respective due date will be considered as a Termination of the Residency Agreement and subject to all fees and charges specified under the Residency Agreement.

8.2 If a person has entered a Residency Agreement and then is not offered a place at the University they must inform Accommodation Services immediately. Provided the Resident has not taken up residence all advance fees, with the exception of the holding fee, will be refunded within 30 days of Accommodation Services receiving notification of non-enrolment. If the Resident has commenced residency, they will be subject to the fees and charges specified under clause 7.3 of these Terms and Conditions.

8.3 If a Resident withdraws from their course for medical or personal reasons the Resident must inform Accommodation Services, in writing, immediately and provide Accommodation Services with a Request to Terminate and a copy of their Enrolment Withdrawal Confirmation from the University Student Centre. Vacating residents will be required to pay residency fees up to the date of departure, contract variation fee and any other costs and charges owing, but the balance of the Security Deposit and any pre-paid fees, excluding the holding fee, will be refunded.

8.4 If the Resident wishes to leave the residency during the period of the Residency Agreement, for reasons other than those outlined in Clauses 8.1, 8.2 or 8.3, they must immediately complete and submit the Request to Terminate form, accompanied by a letter to the Associate Director giving the reasons for vacating. Verbal notifications and/or informal notifications made via email will not be accepted as an official Request to Terminate. The vacating resident will be required to pay residency fees up to the date of departure, any other costs and charges owing, a penalty of a minimum of four weeks rent, and forfeit the balance of their security deposit.

8.5 A Resident evicted from Accommodation Services for any reason outlined in clause 15.1 or 15.2 will be issued with a Notice to Vacate and be subject to the penalties detailed in clause 8.4.

9. Fees, charges and payments

9.1. By agreeing to the On-Line Acceptance the Resident is bound to pay advance fees and charges to secure their place in an Accommodation Services residence. Advance fees and charges consist of the: Holding fee, Security Deposit (or balance owing for returning Residents) and two weeks advance rent. The Holding fee and Security Deposit must be paid on completing the On-Line Acceptance. Two weeks rent must be paid by 1 February for those taking up residence in Semester 1 and by 1 July for those taking up residence in Semester 2. Current rates of fees and charges are in the Schedule of Fees at Schedule 1 of these Terms and Conditions.
9.2 Current rates of weekly residential fees, advance fees and charges, the Security Deposit and discounts for up-front payments are set out in the Schedule of Residential Fees at Schedule 1 to these Terms and Conditions.

9.3 It is the responsibility of the Resident to ensure rent is paid two weeks in advance for the duration of the Residency Agreement. Rent must be made as a fortnightly payment by Direct Debit from a Residents’ chosen bank account or the Resident may choose to pay fees up-front prior to the start of each Semester in Residence. To pay by Direct Debit the Resident must complete an Authority to Direct Debit form and return to Accommodation Services at least two weeks prior to taking up residence.

9.4 Charges will be levied for any additional services or penalties incurred by Residents. These may include, but are not confined to, linen packs, cleaning and rubbish removal, repair of rooms or repair or replacement or fittings, bank dishonour fees, administrative fees, replacement of keys and/or debt collection fees. A full list of these occasional or discretionary fees and charges is at Schedule 2 to these Terms and Conditions.

9.5 On occasion, Accommodation Services may have to, due to circumstances beyond its control, make changes to the fees and charges listed at Schedule 2 of these Terms and Conditions. In such circumstances, Accommodation Services will make every endeavour to ensure that any increase is fair and reasonable and will give residents one month’s written notice of any such increases.

10. Security deposit

10.1 The Security Deposit is held against any additional costs over and above standard fees and charges and/or unpaid costs a Resident may incur under the Residency Agreement. For departing Residents, the University may withhold all or part of the Security Deposit to pay for any of the following, payable by the Resident:
- repair of any damage to a Resident’s room or contents any other part of Accommodation Services property caused by a Resident or their guests or visitors
- replacement of any goods owned by Accommodation Services which have been lost or not returned by a Resident or their guests or visitors
- any unpaid fees or other money owing;
- lost or damaged keys
- any additional cleaning costs incurred by Accommodation Services and caused by a Resident or their guests or visitors
- an administrative fee of 15% on any of the above.

10.2 If the amount owed is greater than the balance of the Security Deposit the Resident will be liable for the additional amount.

10.3 If the Resident will not be returning to an Accommodation Services’ residence at the end of the Period of Residence, every effort will be made to refund the balance of the Security Deposit, after any deductions are made, within 30 days of after receipt by Accommodation Services of a Request for Refund from the Resident.

10.4 If a Resident has applied for re-admission to a residence the balance of the Resident’s security deposit will be held over until an Offer of Accommodation is accepted and a new Residency Agreement started.

11. Default of payments

11.1 If the Resident defaults in the payment of fees and/or charges any or all of the following may occur:
- the outstanding fees and/or charges will be referred to a debt collection agency,
- the Resident will be debarred from the University until all outstanding fees and/or charges have been paid in full. If a student is debarred it means they will be unable to: enrol at the University, receive any results of assessment, graduate or receive any diploma or certificate stating that the student is qualified to graduate from the University; or receive a certificate of academic record, and
the agreement will be terminated and the Resident will be issued with a Notice to Vacate the residence. The Notice to Vacate will take effect 14 days after it has been received by the Resident. If instructed to vacate, a Resident may make the Notice to Vacate ineffective by paying all outstanding amounts within 14 days of receiving the notice.

11.2 A Sponsor shall be jointly and severally liable for any unpaid part of the fees or any obligation arising under this Agreement. Any additional charges or costs incurred in the collection of such fees or charges, including debt collection fees, court costs and disbursements, and solicitor’s fees, regardless of judgment, will be the responsibility of the defaulting Resident and any sponsor.

12. University responsibilities

12.1. The Resident has the right to quietly enjoy the residence subject to the conditions of the Residency Agreement. The Resident accepts that at certain times there may be construction, maintenance or upgrading new or existing buildings. During such periods every effort will be made to keep noise and inconvenience to a minimum and to keep Residents informed of the timing, extent and duration of any works.

12.2. Locks and security devices that are necessary to secure the residence and the Resident's room will be provided. The Resident must not change any lock or install additional locks.

12.3. The residence will be maintained, to a standard giving due regard to the residence's age, character and prospective life, subject to the Resident's obligations in regard to the accommodation they occupy and as outlined in these Terms and Conditions. Accommodation Services will try to deal with all maintenance requests as soon as practical.

12.4. Accommodation Services assumes no responsibility for any loss incurred to a Resident's personal belongings. Residents must make their own arrangements for personal property insurance coverage.

12.5. Where appropriate, Accommodation Services will endeavour to consult all Residents on any major changes to policies, guidelines, and residences. All Residents may make suggestions or recommendations concerning the above, but the decision of the University will be final.

12.6. Accommodation Services must provide the Resident's room and common areas to the Resident in a clean state at the start of the period of residency. The Resident agrees to allow Accommodation Services access to the Resident’s room for the purpose of:
• cleaning, issuing of notices or memos, room inspections, and general maintenance, and
• specific maintenance in response to a request for maintenance made by the Resident including items identified on the room inventory form.

12.7. a) On-campus accommodation: Accommodation Services shall provide all services including: electricity, internet connections, water, and refuse disposal but cannot assume responsibility or liability for disruption of these services when such a disruption is beyond its control.

b) Off-campus accommodation: the Resident will be responsible for arranging connection of, and payment for, services to the Residence such as: electricity, internet and telephones as described in the Offer of Accommodation.

12.8. Accommodation Services must not interfere with the reasonable peace, comfort and privacy of the Resident other than as specified in this Agreement or otherwise permitted by law. Accommodation Services reserves the right to inspect the Resident’s room at its discretion and authorised staff may, or where appropriate, allow Tasmania Police, to enter and inspect the Resident's room at any time without permission if it is reasonably believed that:
• the Resident is ill or injured and is unable to give permission
• a denial of immediate access is likely to result in damage to all or part of the residence
• activities are occurring, which constitute a potential threat to the health, safety or
comfort of the Resident or others (including the use/possession of illegal drugs, dangerous goods or weapons, or anything used for the harassment or intimidation of others)

- harassment, bullying, intimidation, physical violence or like behaviour has occurred or is occurring;
- excessive noise or disturbance is coming from the Resident’s room
- lights, heaters or any other appliances have been left on in the Resident’s room for an excessive period of time, without the Resident’s presence in the room
- damage has occurred to the Resident’s room
- the Resident’s room has been abandoned
- the Resident is in breach of any other University rule or policy.

12.9. Accommodation Services shall give the Resident reasonable notice of its intention to access the Resident’s room for a purpose allowed under Section 12.6 above but need not do so for a purpose allowed by Section 12.8.

12.10. Staff, or contractors, of Accommodation Services will regularly conduct maintenance and check the operational status of all fire/security equipment.

13. Information consent by resident

13.1. In signing this Residency Agreement, the Resident gives authority for the University Student Centre, for any year that the Resident is, has been or has applied to be in residence and on the understanding that the information will remain confidential, to supply to Accommodation Services the Resident’s:

- student ID number
- course and subject enrolment information
- examination and/or completed course results
- photo
- University email address.

13.2. The Resident acknowledges that he/she will disclose all relevant medical information, including the name of the Resident’s health professional if required to Accommodation Services on the understanding it will remain confidential. Provision of this information is to assist Accommodation Services in exercising its responsibility for the health of the Resident.

13.3. When, in the opinion of the Associate Director, the Residents’ health may be at risk, the Resident authorises the Associate Director to ask for, and obtain from a health professional treating the Resident, information relating to the state of the Resident’s health which, in the opinion of the health professional, is in the interest of the Resident to disclose to the Associate Director. In these circumstances the Resident also authorises the health professional to provide such information to the Associate Director and a copy of these Residency Agreement Terms and Conditions and other documents comprising the Residency Agreement may be provided to the health professional as evidence of that authority.

13.4. In signing the Residency Agreement, the Resident authorises Accommodation Services to contact his/her Sponsor, or a parent or guardian about matters regarding: his/her health; safety; financial obligations to Accommodation Services; academic performance; or behaviour; where in the opinion of the Associate Director, making contact is warranted.

13.5. In signing the Residency Agreement, the Resident understands they may be photographed, filmed or interviewed by Accommodation Services and that such material may be used in various electronic and hardcopy material, including the internet, as part of Accommodation Services’ activities. The Resident consents to the use and disclosure of such photographs, films and interviews in this manner. The Resident should contact the Accommodation Services Office if they have any questions regarding this matter. Accommodation Services collects, holds, uses and discloses personal information in accord with the University Privacy Policy and further information is available at:


14. Responsibilities of residents – rules of residence
14.1 At all times Residents are expected to abide by acceptable standards of behaviour, following all University policies and procedures and showing due respect for the rights of all other Residents and Accommodation Services staff. Failure to do so could result in actions being taken under University disciplinary procedures.

14.2 All Residents must keep their rooms and common areas, including the area in the immediate vicinity of the entrance to a building or room, clean and in the same condition as at the commencement of the Period of Residence, apart from reasonable wear and tear. For those living in shared style accommodation this requirement also applies to all other contents included in the apartment.

14.3 The Resident has a responsibility to other Residents and must avoid creating any disturbance, nuisance or annoyance to other Residents. Unduly loud sound systems such as those equipped with sub-woofers are prohibited. At all times, residents are expected to respect and consider their fellow residents’ rights to study, relax, sleep and enjoy their living environment free from excessive noise and disturbances. In regard to noise, all Residents are expected to conform to the following standards:
- after 8.30 pm it should be quiet enough to study;
- after 10.30 pm it should be quiet enough to sleep; and
- after midnight any undue noise in the residences is not acceptable.

14.4 The Resident must immediately notify the Associate Director of any infectious diseases (e.g. glandular fever, chicken pox) or pests such as mice or insects.

14.5 Smoking is not allowed inside any Accommodation Services building or residence, including bedrooms, bathrooms, halls, laundries, stair wells, fire exits, balconies, telephone booths, communal rooms, dining halls, kitchens/kitchenettes, administration buildings or any other building. No person is permitted to smoke within a distance of three (3) metres from the entrance to any Accommodation Services building or air-conditioning or other intake.

14.6 The use of alcohol in any manner which is unsafe, illegal or fails to respect cultural differences and the rights of others will not be condoned. Consumption of alcohol by Residents must conform to University policy and procedures on the safe consumption of alcohol. This includes obtaining any required licenses and following Responsible Serving of Alcohol guidelines. Under no circumstances may a minor be served or consume alcohol on Accommodation Services premises.

14.7 The Resident must not possess, manufacture, use, consume, supply or distribute any illegal/controlled drug, plant, substance or precursor as defined in the Misuse of Drugs Act 2001 (Tas). This includes cannabis.

14.8 The Resident must not:
- paint, drive nails or screws into the walls, doors, ceilings or floors;
- fix anything to the walls or doors which will mark or damage the infrastructure or paint work;
- mark, scratch, break, scrape, stain or damage any part of Accommodation Services residence or contents;
- make any alteration or addition to the residence;
- hang any clothes or other articles on heaters or out of the windows or on the outside of the residence other than on clothes drying facilities provided;
- keep or allow to enter or remain in the residence any animal, bird or other pet, except a fish in an appropriate aquarium;
- put anything down any sink/toilet/drain likely to cause damage or obstruction;
- keep and/or light inside the residence any candles, oil burners, incense sticks or cones or any other thing by which a live flame can be maintained;
- keep or allow to be brought into or to remain in his/her room or any other part of the residence any firearms, ammunition, spear guns, fireworks, swords, flick knives or any other explosive or dangerous articles;
- prepare or cook any food or meals in any area other than in a designated cooking area.
area;
• obstruct corridors or doorways;
• obstruct or permit any accumulation of rubbish, refuse or material in the residence;
• use any part of the residence nor any other part of any other property owned or managed by Accommodation Services for the standing, storing or parking of the Resident’s vehicle unless an area is specifically designated for Resident parking, and he/she is authorised to park there;
• conduct a business, including an on-line business, from an Accommodation Services residence;
• remove any furniture or furnishings from the Resident’s room or from the residence, including placing furniture outdoors or on balconies, nor add any additional furniture without prior written consent from the Associate Director;
• allow the Resident’s room or residence to be used for any illegal or prohibited purpose or in any manner so as to cause nuisance, harm or unreasonable disturbance to any Resident, staff or other person in residence; or
• bring a bicycle into, or allow a bicycle to be brought into or remain in, the Resident’s room or any indoor part of a residence.

14.9 Due to the risk of fire and potential disruption to electrical supplies there are strict limits on what kinds of electrical appliances are allowed and where they can be used in Accommodation Services Residences.

All electrical heaters, coolers and cooking appliances with exposed elements, such as hotplates, are banned from Accommodation Services’ Residences. If any such appliances are found they will be removed, placed in storage and returned on the Resident’s departure.

Other types of cooking appliances are permitted but must only be used in designated kitchen areas. If a Resident is found using any cooking appliance, including kettles and coffee makers, in their rooms the appliance will be removed, placed in storage and returned on the Resident’s departure. There will be an additional charge to the Resident if they are found using cooking appliances in their rooms for second or further times.

Use of other types of appliances such as computers, televisions, appliance chargers and sound systems is allowed in Residents’ rooms as long as there is compliance with noise rules (See Clause 14.3).

All allowed electrical appliances must be tested by an Accommodation Services staff member to ensure compliance with Australian standards. Compliant appliances will be ‘tagged’. Non-compliant appliances will be disabled so that they cannot be connected to the Residences’ electricity supply.

14.10 With the exception of instances in which an overnight Visitor is permitted in accordance with University policies and procedures, the Resident must not permit any other person to occupy and/or share the Resident’s room on a temporary or permanent basis. Fold down beds are available to rent overnight by on-campus residents at the charge specified in Schedule 2 to these Terms and Conditions – please contact the Accommodation Services Office.

14.11 The Resident must not assign his/her Residency Agreement or sub-let his/her room or any part of the residence. On no account are Keys to be given to other Residents or Visitors.

14.12 The Resident is responsible for ensuring that visitors and/or guests follow all the rules of Residence set out in their Residency Agreement Terms and Conditions. The Resident will be held liable when visitors of the Resident do not follow such rules, or for behaviour which harms the welfare of other Residents or the residence.

14.13 The Resident shall be liable for any loss or damage caused by the Resident or a visitor of the Resident to the rooms or contents or buildings provided by Accommodation Services.
14.14 Liability for any damage caused to a flat, shared/twin room or an shared style residence or its contents, shared by Residents, may be apportioned on a reasonable collective basis should individual responsibility not be determined.

14.15 On departure Residents must leave rooms in a clean and tidy state. If the resident's room has a refrigerator this must be emptied, defrosted and cleaned. The Resident will be charged if Accommodation Services has to undertake additional cleaning or remove rubbish.

14.16 Residents should not damage any part of a residence or any other buildings or furnishings managed by Accommodation Services. Any such damage to any of Accommodation Services property may result in termination of the Residency Agreement and the Resident may be asked to vacate the residence.

14.17 Entry and exit from all buildings and rooms must be through the main doors, except in the case of an emergency.

14.18 All garbage must be placed in the appropriate recycling or garbage containers provided and, where applicable, be placed in designated storage areas for collection. Only recyclable items may be placed in recycling containers. If contaminated waste is added to recycling containers, Residents will be charged for removal of the contaminated waste at the rate set out in Schedule 2 to these Terms and Conditions.

14.19 In using common areas the Resident:
  • shall not tamper with or damage any University-owned equipment including drink and snack food vending machines and costs for the replacement or repair of any equipment will be charged to the Resident;
  • may use the common areas for any purposes allowed by Accommodation Services in common with other persons permitted by Accommodation Services
  • must not use any common areas for purposes other than those authorised by Accommodation Services
  • shall use all reasonable care when using the common areas and not by act or omission cause any damage to the common areas
  • must not litter or otherwise cause the common areas to be left in an unclean or untidy condition
  • must not permit any obstruction of the common areas which causes interference with their use
  • shall keep laundries clean and free of unattended washing
  • must not use another Resident's food or equipment without his/her express permission.

14.20 If a Common Area is left in an unclean or untidy condition an additional cleaning charge at the rate specified in Schedule 2 to these Residency Agreement Terms and Conditions will be levied to the Residents of the accommodation site determined by Accommodation Services to be responsible.

14.21 The Resident must not wilfully or recklessly interfere or tamper with any Fire/Security Equipment located at any of Accommodation Services’ sites. Misuse of this equipment may result in the Residency Agreement being terminated. The Resident will be liable for all costs incurred from damage and for any charges from the Tasmanian Fire Service.

14.22 Residents must be cautious of the location of fire alarms/detectors and avoid interference by hanging decorations or covering detectors. Fire exits and hallways are to be kept clear at all times of furniture and rubbish.

14.23 Security doors are not to be deliberately left open under any circumstances.

15. Termination of residency agreement by the University
15.1. The Residency Agreement may be terminated and the Resident instructed to vacate the residence immediately if he/she or any of the Resident's visitors:
   a) through act or omission places the lives of themselves or others at risk;
b) causes damage to themselves or the person or property of another or maliciously damages the buildings, furniture, effects or property of the Accommodation Services;
c) commits an act of violence on themselves or another person;
d) breaks any State or Federal laws, and/or the by-laws, ordinances and rules of the University;
e) initiates, participates in or encourages bullying, intimidation, harassment, stalking, actual or threat of physical violence, degradation, humiliation, persecution or like behaviour towards another person or group;
f) commits any form of harassment including sexual, physical, psychological, or vilifies any individual based on religion, sexuality or disability;
g) commits any act or behaves in a way which is likely to seriously offend an individual;
h) in the belief of Accommodation Services’ staff poses a serious threat of harm to themselves or another person.
i) indulges in behaviour deemed by the Associate Director to be grossly unacceptable. It is expected that all Residents will abide by the rules of residence and will conduct themselves in a mature manner whilst living in the residence; or if:
j) the Residence has been destroyed or becomes damaged to such an extent that it is unfit for human habitation.

15.2 The Residency Agreement may be terminated and the Resident instructed to vacate the residence within 14 days if he/she or any of the Visitors of the Resident:
   a) misuse any Fire/Security Equipment;
   b) gains unauthorised entry to another Resident’s room; or to any other area not authorised by the University;
   c) gains unauthorised entry to outside ledges or the roof;
   d) has received three Formal Warning Forms to the effect that their behaviour has been deemed unacceptable or has contravened any University or Accommodation Services rules, regulations or policies;
   e) the Resident or his/her Sponsor has failed to pay fees and charges as outlined in the Residency Agreement, including the Schedule of Residential Fees; or.
   f) breaches any of the Residency Agreement Terms and Conditions

15.3 A request for a review of the decision to terminate should be by written notice to the Associate Director and be given within seven days, or such further period as the Associate Director may at any time allow, of the making of the decision. The notice should set out the grounds on which a review is sought.

15.4 The review decision of the Associate Director on the merits of any termination decision made under this clause is final.