



University of Tasmania  
ABN 30 764 374 782

**Accommodation Services**

## **Residency Agreement 2009**

**Your Residency Agreement for 2009 consists of:**

**1. Your Offer of Accommodation 2009**

This is the email you received offering you a place at Accommodation Services in 2009 and including details of the:

- residence and type of accommodation offered; and
- period of accommodation offered.

**2. Your Acceptance**

This is the online form you submit in order to accept your Offer of Accommodation 2009 and enter this Residency Agreement.

**3. The Terms and Conditions of Residence 2009**

These are attached to this page and labelled '**Annexure A**'. The Terms and Conditions themselves include two schedules:

- **Additional Charges** (Schedule 1); and
- **Rules of Residence** (Schedule 2).

**4. The Schedule of Residential Fees 2009**

These are attached to this page after the Terms and Conditions of Residence 2009 and labelled '**Annexure B**'.

**5. The signed Guarantee by Sponsor Form (if applicable)**

This applies if you are under 18 when you submit your Acceptance. In this case, your Sponsor will also become a party to the Residency Agreement as outlined in the Guarantee by Sponsor Form and the Terms and Conditions of Residence 2009.

## Annexure A

# TERMS AND CONDITIONS OF RESIDENCE 2009

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## THE RESIDENCY AGREEMENT IS MADE BETWEEN AND BINDS:

**University of Tasmania** ABN 30 764 374 782 of 2 Churchill Avenue, Sandy Bay in Tasmania, as represented by its Accommodation Services Section

(“**Accommodation Services**”)

and

**Any person who accepts an Offer of Accommodation at Accommodation Services, being in each case the person named in that Offer of Accommodation**

(“**the Resident**”)

and

**The sponsor of the Resident** where applicable in accordance with clause 2.2.2

(“**the Sponsor**”)

## BACKGROUND

- A. Accommodation Services having offered accommodation to the Resident by way of an Offer of Accommodation; and
- B. The Resident having accepted the Offer of Accommodation by submitting an online Acceptance;
- C. Accommodation Services now agrees to provide accommodation to the Resident, and the Resident accepts that accommodation, in accordance with the Residency Agreement.

## 1. INTERPRETATION

### 1.1 The Residency Agreement

The Residency Agreement consists of:

- (a) the Offer of Accommodation;
- (b) the Acceptance;
- (c) these Terms and Conditions;
- (d) the Schedule of Residential Fees; and
- (e) the Guarantee by Sponsor where applicable in accordance with clause 2.2.2.

### 1.2 Definitions

“**Acceptance**” means the online form submitted by the Resident accepting an Offer of Accommodation at an Accommodation Services Residence and by which the Resident enters the Residency Agreement.

“**Accommodation Services**” means the branch of the University of Tasmania which manages University accommodation and, where the context allows it, includes anyone acting for or on behalf of or at the direction of Accommodation Services.

“**AMC**” means the Australian Maritime College

“**Common Area**” includes any part of a Residence available for the use of all Residents, other than a Resident’s room, and includes, where appropriate, all common rooms and recreational areas including BBQ areas, butteries, games rooms and squash courts.

**“Current Year”** means 2009.

**“Debarred”** means when the University stops a student from

- a) enrolling; or
- b) receiving any results of assessment; or
- c) graduating or receiving a diploma or any certificate stating that the student is qualified to graduate or receive a diploma in the University; or
- d) receiving a certificate of academic record

without the written consent of the Executive Director, Finance and Administration. A student is normally debarred when they have not paid debts or fines to the University.

**“Director”** means the Director of Accommodation Services.

**“Effective Date”** means the earlier of:

- a) the commencement of the Period of Residency; and
- b) any earlier arrival by the Resident.

**“Fire/Security Equipment”** includes fire hoses, duress/security alarms, surveillance cameras, fire alarms, fire/smoke doors, fire blankets, fire extinguishers, fire hydrants, smoke detectors, heat sensors, fire indicator panels, emergency lighting or any other device used to assist evacuation, or to detect, extinguish and/or control fires.

**“Guarantee by Sponsor”** means the agreement signed by the Sponsor, by which the Sponsor enters the Residency Agreement in conjunction with the Resident and accepts the terms and conditions of the Residency Agreement and liability for fees and charges.

**“Key”** includes a mechanical key, an electronic card key, a duo prox card or other form of access card.

**“Manager”** means the person nominated as head of the Residence.

**“Minor”** means a Resident under the age of 18 years at the time of entering a Residency Agreement with Accommodation Services.

**“Offer of Accommodation”** means the e-mail communication sent by Accommodation Services to the Resident containing an offer of accommodation at an Accommodation Services Residence for a set period of time, being the Offer of Accommodation for the Current Year.

**“Period of Residency”** means the period referred to in clause 3.2 of these Terms and Conditions.

**“Residence”** means a particular accommodation site or college owned or leased by the University and managed by Accommodation Services in which students of the University reside and includes the surrounding land, gardens, outbuildings and fences, and the contents which have been provided by Accommodation Services.

**“Resident”** means the Resident and may, where the context requires, refer to one or more other persons who are also party to a Residency Agreement with Accommodation Services.

**“Resident’s room”** means a room or rooms at a Residence allocated for the individual use of a specific Resident.

**“Residency Agreement”** means the agreement described in clause 1.1, being the Residency Agreement for the Current Year.

**“Rules of Residence”** means the rules set out in Schedule 2 of these Terms and Conditions.

**“Security Deposit”** means the security deposit payable in accordance with clause 6 of these Terms and Conditions.

**“Schedule of Residential Fees”** means the list of accommodation fees for UTAS and for AMC long course students for the Current Year.

**“Sponsor”** means, where applicable, the parent, guardian or other person over the age of 18 who enters the Residency Agreement in conjunction with a Resident who is a Minor, by signing a Guarantee by Sponsor.

**“Terms and Conditions”** means these Terms and Conditions of Residency, including the Schedules.

**“University”** means the University of Tasmania.

**“Visitor”** means any person or persons invited to a Residence by the Resident or who is at the Residence with the Resident’s stated or implied permission.

### **1.3. How to Interpret This Agreement**

**1.3.1.** Headings are for convenience only and do not form part of this agreement or affect its interpretation.

**1.3.2.** If two or more people are named as a party, the Residency Agreement binds them jointly and individually.

**1.3.3.** As far as possible all provisions must be construed so as not to be invalid, illegal or unenforceable.

**1.3.4.** If anything in this agreement is unenforceable, illegal or void then it is severed and the rest of this agreement remains in force.

## **2. CREATION OF AGREEMENT**

### **2.1. Offer Conditional**

**2.1.1.** The Offer of Accommodation is conditional on the Resident being offered and accepting, a place at the University or AMC during the relevant academic year.

**2.1.2.** If the Resident is not offered a place at the University or AMC, the Resident must tell Accommodation Services immediately upon receiving notification from the University that no place will be offered. Provided the Resident has not taken up Residence, Accommodation Services will make every effort to ensure that all

money paid by the Resident, except the non-refundable acceptance fee, will be refunded within 30 days.

## **2.2 Acceptance of Offer**

**2.2.1** The Resident accepts the Offer of Accommodation and enters the Residency Agreement by completing and submitting the online Acceptance.

**2.2.2** If the Resident is a Minor, the Resident must, immediately after submitting the Acceptance, arrange for a Sponsor to sign and deliver a Guarantee by Sponsor. The Acceptance will be invalid unless and until a properly executed Guarantee by Sponsor is received by Accommodation Services.

**2.2.3** By submitting the Acceptance, the Resident acknowledges that:

- a) he or she has read, understands and agrees to abide by the Residency Agreement and all applicable University Ordinances, Rules, By-Laws and policies; and
- b) in the case of a Minor, that Accommodation Services may deal with the Sponsor as if it were dealing with the Resident.

**2.2.4** To confirm accommodation at Accommodation Services the Resident or Sponsor must pay the acceptance fee and Security Deposit (or balance owing for returning Residents) to Accommodation Services by the date stated in the Offer of Accommodation. These fees are detailed in Section A of Schedule 1 to these Terms and Conditions.

**2.2.5** The Residency Agreement applies to accommodation at any Residence, including:

- a) Christ College;
- b) John Fisher College;
- c) Mt Nelson Villas;
- d) University Apartments;
- e) Kerslake Hall;
- f) Leprena;
- g) Investigator Hall;
- h) Endeavour Hall; and
- i) any alternate or temporary or other accommodation sites owned, leased or managed by Accommodation Services.

## **3. RESIDENCE AND PERIOD OF RESIDENCY**

**3.1.** The accommodation provided to the Resident will be at the Residence and of the type detailed in the Offer of Accommodation.

**3.2** The Period of Residency is the period set out in the Offer of Accommodation.

**3.3** The Resident agrees to remain in residence for the Period of Residency.

## **4. FEES**

- 4.1.** By submitting the Acceptance the Resident and any Sponsor is bound to pay residential fees for the entire Period of Residency at the rate set out in the Schedule of Residential Fees.
- 4.2.** The Resident may choose from the payment options provided in the Schedule of Residential Fees. Payment may be made as a single, up-front lump sum or by fortnightly payments. There will be a discount for upfront payments.

The preferred form of fortnightly payments is by Direct Debit. Residents must complete an Authority to Direct Debit form when taking up, or prior to taking up, residency with Accommodation Services if selecting this option. There is a surcharge for other types of fortnightly payments, for example payment by credit card or cheque or cash.

- 4.3.** In exceptional circumstances the Director (or nominee) may authorise payment arrangements for a Resident other than those specified on the Schedule of Residential Fees.
- 4.4.** If for any reason the Resident is unable to make a payment by the due date, the Resident must advise the Director, in writing, of their inability to pay.
- 4.5.** If the Resident defaults in the payment of fees and/or charges any or all of the following may occur:
- a) the outstanding fees and/or charges may be referred to a debt collection agency;
  - b) the Resident may be debarred from the University until all outstanding fees and/or charges have been paid in full; and
  - c) a Resident may be issued with a notice to vacate the Residence, in which case the notice will take effect 14 days after it has been received by the Resident.
- 4.6.** The Sponsor shall be jointly and severally liable for any unpaid part of the fees or any obligation arising under the Residency Agreement.
- 4.7.** Any additional charges or costs incurred in the collection of unpaid fees or charges, including debt collection fees, court costs and disbursements, and reasonable solicitor's fees regardless of judgment will be the responsibility of the defaulting Resident and any Sponsor.
- 4.8.** A Resident may make ineffective a notice to vacate issued under clause 4.5 (c) by paying all outstanding amounts within 14 days of receiving the notice.
- 4.9.** The Resident acknowledges that the rate of fees is based on the Resident occupying the Residence for the entire Period of Residency. If for any reason the Resident does not occupy the Residence for the entire Period of Residency, without affecting any other action it may take, Accommodation Services may increase the rate of fees set out in the Schedule of Residential Fees to a rate not greater than the rate that would have applied if the actual period of occupancy were the Period of Residency and issue to the Resident an adjusted notice of fees due, which may include arrears.

## **5. OTHER CHARGES**

### **5.1. Acceptance Fee**

The Acceptance Fee is a compulsory fee that must be paid within 72 hours of submitting the Acceptance. This is a non refundable fee and set out in Section A of Schedule 1 to these Terms and Conditions.

### **5.2 Agreement Variation Fee**

The Agreement Variation fee is applied when the Resident requests, and is granted by the Director (or nominee), a change in their accommodation (for example moving from one Residence to another) that requires an alteration to the Residency Agreement. Changes resulting in a reduction in the Period of Residency can only be altered with the approval of the Director (or nominee).

### **5.3 Internet and telephone use**

**5.3.1.** No telephone rental charges will be levied for Residents choosing to use the telephone/internet access in their rooms. However, Residents will be required to pay for telephone and internet usage from their room at a rate determined by Accommodation Services. Payment will be on a pre-paid basis and the Resident will only be able to use those services while his or her account for internet and telephone use is in credit. Current charges are set out in Section C of Schedule 1 to these Terms and Conditions

**5.3.2.** As all students are required to use the University network and internet services, a Resident is not permitted to use any external internet provider.

### **5.4. Keys**

**5.4.1.** Replacement of a key at any time of the year will incur the fee set out in Section C of Schedule 1 for each key that is replaced.

## **6. SECURITY DEPOSIT**

**6.1.** The Security Deposit must be paid on acceptance of a place at Accommodation Services.

**6.2.** The amount of the Security Deposit is set out in Section A of Schedule 1 to these Terms and Conditions.

**6.3.** Unless otherwise agreed between Accommodation Services and the Resident, the Resident cannot take up residence until full payment of the Security Deposit has been received.

**6.4.** Accommodation Services may withhold part or all of the Security Deposit and use it to pay for any of the following, which are payable by the Resident:

- a) repair of damage to a Resident's room or any part of Accommodation Services' buildings, grounds, equipment or contents caused by a Resident or a Visitor of the Resident including any amount for which the Resident is liable under clause 11.2 of these Terms and Conditions;

- b) replacement of goods owned by Accommodation Services which have been lost or not returned by a Resident or a Visitor of the Resident including any amount payable by the Resident under clause 9.3 of these Terms and Conditions;
- c) a Resident's unpaid fees or any other monies owing to Accommodation Services by the Resident;
- d) lost or damaged keys (at the rate specified in Section C of Schedule 1 of these Terms and Conditions);
- e) any additional cleaning costs incurred by Accommodation Services caused by the Resident or a Visitor of the Resident (at the rate specified in Section C of Schedule 1 of these Terms and Conditions); and
- f) an administrative fee of 15% of any amounts payable under paragraphs (a) to (c) of this clause.

**6.5.** If the amount payable under clause 6.4 is higher than the amount of the Security Deposit held by Accommodations Services the Resident must pay the difference.

## **6.6. End of Residency Agreement**

**6.6.1.** If a Resident will not be returning to Accommodation Services the following year Accommodation Services will make every effort to refund within 30 days the balance of the Security Deposit on receipt of the required inventory forms and after any deductions made under clause 6.4 of these Terms and Conditions.

**6.6.2.** If a Resident has applied to return to Accommodation Services the following year, Accommodation Services will hold over for the forthcoming year the balance of the Security Deposit (after any deductions made under clause 6.4 of these Terms and Conditions). Any holding over under this clause will be subject to an offer being made to the Resident, and the Resident accepting that offer, for the following year. After accepting an offer of accommodation for the following year, the Resident must pay any additional amount required for the Security Deposit to be paid in full in accordance with the residency agreement for the following year.

## **7. RESIDENT'S OBLIGATIONS**

**7.1.** In accepting the terms of the Residency Agreement, the Resident agrees to abide by the Residency Agreement and all University policies, ordinances and by-laws, any Accommodation Services policies, rules or regulations and State and Federal laws. Without limiting this clause, the Resident must comply with the Rules of Residence in Schedule 2 of these Terms and Conditions.

### **7.2. Withdrawals**

**7.2.1** If a Resident wishes to terminate the Residency Agreement after the Effective Date but prior to the end of the Period of Residency, the Resident must immediately complete and submit a Notice to Vacate form accompanied by a letter, addressed to the Director, stating the reasons for vacating. The Resident will be liable to back pay fees at the appropriate higher rate for the Period of Residency and will be penalised a minimum of 4 weeks rent and forfeit the Security Deposit. This obligation may only be varied by the Director and only in exceptional circumstances.

**7.2.2** Subject to clause 7.2.3, if a Resident terminates the Residency Agreement prior to the Effective Date, the Resident forfeits the Security Deposit.

**7.2.3** A returning Resident may terminate the Residency Agreement without forfeiting the Security Deposit prior to the date specified for such termination in the Offer of Accommodation.

**7.2.4.** If a Resident is asked to vacate accommodation for reasons set out in Clause 15 of these Terms and Conditions the Resident will forfeit the Security Deposit.

### **7.3. Returning Residents**

**7.3.1.** Residents who wish to return to Accommodation Services for the following year must complete the on-line re-application form and submit it by the due date indicated. If the form is not submitted by the due date, Accommodation Services cannot guarantee accommodation for the following year and the returning Resident will be assessed under the same conditions as new applicants for accommodation.

**7.3.2.** In assessing a returning Resident for re-admission for the following year Accommodation Services will take into account their behavioural record and fee payment history.

**7.3.3.** Accommodation Services reserves the right not to enter into a Residency Agreement with the Resident for residence at Accommodation Services for further years.

## **8. RESIDENT'S ARRIVAL**

**8.1.** The Resident's arrival date will be the date of the commencement of the Period of Residency stated in the Offer of Accommodation. If Residents will not be arriving on this date they must inform Accommodation Services. No credit adjustments will be given for late arrival.

**8.2** Residents arriving prior to the date of the commencement of the Period of Residency will be charged one-seventh of the weekly rate for their accommodation for every day in residence prior to this date.

**8.3** On arrival Residents must report to the Accommodation Services Office. Office hours are between 8.30am and 5pm Monday to Friday. The Office will also be open during normal office hours on the weekend prior to the commencement of Semester. If Residents will be arriving outside office hours they should inform Accommodation Services so arrangements can be made with out-of-hours staff.

**8.4** Accommodation Services will provide the Resident with an ingoing condition/inventory report on the condition and contents of the Resident's room and applicable common rooms. The Resident may disagree with the report by writing on it what he or she disagrees with, signing it and returning it.

If Accommodation Services does not receive a signed report within 3 working days of taking up residence with disputed items marked on it then the Resident will be taken to agree with the initial report and it will form the basis for determining the return or retention of the Security Deposit under clause 6.4.

## **9. RESIDENT'S DEPARTURE**

- 9.1** Unless otherwise agreed with Accommodation Services, Residents must vacate their rooms by 12.00 noon on the last day of the Period of Residency or additional charges will apply.
- 9.2.** When the Resident vacates the Residence, all property must be left in a reasonable state of cleanliness and in the same condition as at the commencement of the Period of Residency, apart from reasonable wear and tear.

The Resident for that purpose:

- a) should, prior to departure, complete an outgoing condition/inventory report on their room(s).

The Resident may choose to complete the report in the presence of a staff member, and if so, an appointment must be made 24 hours prior to departure. Both the Resident and the staff member should sign the completed report.

If the Resident chooses to leave without having the report completed by a staff member in his or her presence, then the Resident agrees to accept as final and accurate the report completed by an Accommodation Services staff member after he or she has left.

- b) upon departure leave the fittings, furniture, furnishings and other contents of their rooms in good condition and repair and in the same rooms and in the same position as shown in the ingoing condition/inventory report referred to in clause 8.4; and
- c) return all Keys and external access cards to Accommodation Services by 12.00 noon on the day the last day of the Period of Residency. If the Resident is leaving outside these hours the Keys should be placed in the drop box located outside each office.
- 9.3.** The Resident will pay the cost of replacing any fittings, furniture, furnishings and other contents which are missing at the rate set out in Section C of Schedule 1 to these Terms and Conditions.
- 9.4.** Any belongings remaining in the Resident's room after the Resident has vacated the residence will be treated as abandoned goods and will be removed and either disposed of or given to a charity. The Resident will be liable to pay the costs of removal and any additional cleaning necessary at the rate set out in Section C of Schedule 1 to these Terms and Conditions.
- 9.5.** During the summer vacation period, Accommodation Services' sites remain open for Residents who wish to stay. However, as Accommodation Services also caters for conferences, residents wishing to remain in residence may be required to move into alternate rooms/units.
- 9.6.** Additional fees will be payable for late departure after the end of the Period of Residency. No credit adjustments will be given for early departure.

## **10. RELOCATION OF RESIDENT**

- 10.1.** Accommodation Services reserves the right to relocate the Resident within the Residence or to another Residence, on a temporary or permanent basis, for reasons of maintenance works, behavioural and financial purposes, or any other purpose deemed reasonable by the Manager. Reasonable notice of any relocation will be given to the Resident.

## **11. DAMAGE**

- 11.1.** All Residents must keep their rooms and Common Areas, including the area in the immediate vicinity of the entrance to a building or room, including the ground below entries and balconies, clean and in the same condition as at the commencement of the Period of Residency apart from reasonable wear and tear. For those living in apartment style accommodation such as Leprena, Mt Nelson Villas and University Apartments, this requirement also applies to all other contents included in the apartment and weekly cleaning checks will be conducted. If Accommodation Services is required to undertake additional cleaning, and in the instance an individual Resident cannot be identified as being responsible, charges will be applied to all Residents occupying of the apartment.
- 11.2.** 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. The amount recoverable will be at the rate set out in Section C of Schedule 1 to these Terms and Conditions.
- 11.3.** When departing Accommodation Services Residents should not leave rooms in an unclean or hazardous condition. The cost of any additional cleaning or rubbish removal required as a result of a room being left in such a condition by a Resident will be payable by the Resident at the rate set out in Section C of Schedule 1 to these Terms and Conditions.
- 11.4.** 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, in which case the Resident must vacate the Residence.
- 11.5.** The Resident is responsible for ensuring that Visitors are told about and follow all the rules of Accommodation Services and the University as set out in the Residency Agreement. 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.
- 11.6.** Liability for any damage caused to an apartment or its contents, shared by Residents, may be apportioned on a reasonable collective basis should individual responsibility not be determined.
- 11.7.** Staff of Accommodation Services will regularly conduct maintenance and check the operational quality of all Fire/Security Equipment.

## **12. INFORMATION CONSENT**

**12.1.** In entering the Residency Agreement, the Resident gives authority for the University or Australian Maritime College to supply to Accommodation Services the Resident's:

- a) course and subject enrolment information,
- b) examination and/or completed course results,
- c) photo, and
- d) University email address

in respect of any year that the Resident is or has been or has applied to be in residence at Accommodation Services on the understanding that the information will only be used as necessary in order to provide accommodation services to the Resident or in assessing an application for accommodation.

**12.2.** In entering the Residency Agreement the Resident agrees that he/she will disclose to Accommodation Services all relevant medical information, including the name of the Resident's health professional (if required), to help Accommodation Services appropriately care for the Resident/s. This information will remain confidential.

**12.3.** When, in the opinion of the Director (or nominee), the Resident's health may be at risk, the Resident authorises the Director (or nominee) 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 Director (or nominee). In these circumstances the Resident also authorises the health professional to provide such information to the Director (or nominee) and a copy of these Terms and Conditions and other documents comprising the Residency Agreement may be provided to the health professional as evidence of that authority.

**12.4.** 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 Director (or nominee) making contact is warranted in the circumstances.

## **13. ACCOMMODATION SERVICES' OBLIGATIONS**

**13.1.** The Resident has the right to quietly enjoy the Resident's room subject to the Residency Agreement.

**13.2.** The Resident accepts that at certain times Accommodation Services may be engaged in construction, maintenance or upgrading new or existing buildings. Accommodation Services will try to keep noise and inconvenience to a minimum.

**13.3.** Accommodation Services shall provide locks and security devices that are necessary to secure the Residence and the Resident's room. The Resident must not change any lock or install additional locks.

**13.4.** Accommodation Services will attempt to deal with all maintenance requests as soon as practical and within the following time frames:

Type of Request	Time frame	Description of Request
Emergency	Immediate	Any maintenance request, which is required to protect a Resident's safety or to stop further damage to the property. For example: serious fire, roof blows off, an essential service stops working eg electricity, water
Urgent	Within 24 hrs*	When an important service stops working eg, sewerage, heating, cooking stoves or the hot water service, security doors (this excludes electrical fuses, light globes, tubes or tap washers, broken room chairs)
Semi-Urgent	Within 48 hrs*	Gutters overflowing, broken windows/glass, power points, etc
Normal	Within 28 days*	Replacing shelves, desks, chairs, leaking taps, squeaking doors, minor room repairs, light globes, etc

\*These times could be longer if there is a requirement to order replacement parts.

- 13.5.** Accommodation Services assumes no responsibility for any loss incurred to a Resident's personal belongings. Residents must make their own arrangements for personal insurance coverage.
- 13.6.** Where appropriate, Accommodation Services will endeavour to consult with 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 Accommodation Services will be final.
- 13.7.** 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.
- 13.8.** Accommodation Services must maintain the Residence having regard to its age, character and prospective life, subject to the Resident's obligations stated in the Residency Agreement.
- 13.9.** Accommodation Services shall provide all services including gas (where connected), electricity, internet and telephones (at sites currently equipped with such), water, and refuse disposal. Accommodation Services cannot assume responsibility or liability for disruption of these services when such a disruption is beyond Accommodation Services' control.
- 13.10.** Accommodation Services will make available meals to those Residents who wish to purchase them from the Dining Hall at each site. Purchase of meals from Accommodation Services is at the Resident's discretion and is not included in the fees for accommodation.

## **14. RIGHT OF ENTRY**

- 14.1.** Accommodation Services must not interfere with the reasonable peace, comfort and privacy of the Resident other than as specified in the Residency Agreement or otherwise permitted by law.

**14.2.** While Accommodation Services will endeavour at all times to respect the Resident's right to peaceful enjoyment of the facilities provided, in order for Accommodation Services to fulfil its obligations to the Resident, Accommodation Services reserves the right to inspect the Resident's room at its discretion.

**14.3.** Authorised staff of Accommodation Services may, or where appropriate may allow Tasmania Police to, enter and inspect the Resident's room at any time without permission if it is reasonably believed that:

- a) the Resident is ill or injured and is unable to give permission;
- b) a denial of immediate access is likely to result in damage to all or part of the Residence;
- c) 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);
- d) harassment, bullying, intimidation, physical violence or like behaviour has occurred or is occurring;
- e) excessive noise or disturbance is coming from the Resident's room;
- f) 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;
- g) damage has occurred to the Resident's room;
- h) the Resident's room has been abandoned; or
- i) the Resident is in breach of any University Ordinances, Rules or policies or any other Accommodation Services rules or policies.

**14.4.** The Resident agrees to allow Accommodation Services access to the Resident's room for the purpose of:

- a) cleaning, issuing of notices or memoranda, room inspections, and general maintenance, and
- b) specific maintenance in response to a request for maintenance made by the Resident including items identified on the room inventory form.

**14.5.** Accommodation Services shall give the Resident reasonable notice of its intention to access the Resident's bedroom for a purpose allowed by clause 14.4.(a) but need not do so for a purpose allowed by clause 14.4.(b).

## **15. TERMINATION OF AGREEMENT**

**15.1.** Accommodation Services may terminate the Residency Agreement, and instruct the Resident 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 University and/or 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 and/or Accommodation Services;

- 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 reasonably held belief of Accommodation Services, poses a serious threat of harm to themselves or another person.
- i) indulges in behaviour deemed by the Manager to be grossly unacceptable. It is expected that all Residents will abide by the rules of Accommodation Services 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.** Accommodation Services may terminate this Agreement, and instruct the Resident 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 any other area not authorised by Accommodation Services;
- c) gains unauthorised entry to outside ledges or the roof;
- d) has received 3 Formal Warning Forms to the effect that their behaviour or incident was deemed by Accommodation Services to be unacceptable, or contravened any of Accommodation Service's rules, regulations or policies;  
or
- 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.

### **15.3. Review of termination**

**15.3.1.** The decision of Accommodation Services on the merits of any termination decision made under this clause is final but the decision may be reviewed if the Director finds that the Resident was not given procedural fairness.

**15.3.2.** A request for a review should be by written notice to the Director and be given within 21 days of the making of the decision to terminate, or such further period as the Director may at any time allow. The notice should succinctly set out the grounds on which a review is sought.

**15.3.3.** The decision on any such review shall be final, subject to the law applying in Tasmania.

## **16. RESIDENTIAL PARKING**

### **16.1. Applying for Permits**

**16.1.1** The University provides limited parking as an amenity for Accommodation Services Residents at both the Hobart and Newnham campuses. The number of Resident Parking Permits issued will be limited to the number of parking spaces on Accommodation Services premises.

**16.1.2** All Residents are eligible to apply for a Residential Parking Permit for their Period of Residency. Due to the limited number of available parking spaces, the allocation of a parking space cannot be guaranteed and permits are allocated on a first-come, first-served basis.

**16.2.3** Holders of a Residential Student Parking Permit:

- a) may look for a parking space in the residential parking area;
- b) are not entitled to park in staff permit areas; and
- c) are not entitled to park in a voucher controlled parking areas unless displaying a current voucher on the dashboard.

### **16.2 General Conditions of Permits**

**16.2.1** The issuing of a parking permit is granted by Accommodation Services as a benefit for Residents on condition that the permit is displayed at all times in accordance with these conditions and University By-Laws .

**16.2.2** If the permit is not returned at the end of the Period of Residency, a \$20 deduction will be made from the Security Deposit. If the permit is lost, a \$20 charge will be made for replacement of the permit and will be payable before a new permit is ordered. For the period of time between when a new permit is ordered and when it becomes available, the Resident must apply for a temporary permit or risk the issuing of infringement notices on a daily basis.

**16.2.3** Residential Student Parking Permits are not transferable

### **16.3 Designated Parking Areas**

**16.3.1** Parking areas within the University are indicated by signs and roads marked with coloured dots to indicate the type of parking permitted:

- a) Blue - voucher parking;
- b) Yellow - free parking;
- c) White - staff permit holders; or
- d) Green - student Resident permit holders.

**16.3.2** Student Residential Parking Permits allow for parking in green dot marked spaces only. A number of spaces within the Accommodation precinct and Campus generally are reserved for specific uses such as Visitor Parking Areas, Staff Parking Areas, Commercial Vehicle Loading Zones, University Service Vehicles or School vehicles and are NOT available for student parking and may result in the issuing of an infringement notice. Parking within a Student Residential Parking zone in an unintended manner, for instance several cars in ranked rather than parallel parking is prohibited in accordance with the University By-Laws. Other areas may have time

limits. It is the responsibility of the vehicle driver to note all signs and park accordingly as it may be necessary to make changes or close areas at any time.

**16.3.3** A number of spaces are reserved for people with special needs or a short-term incapacity. These are of two types, both of which require a permit. Those marked with wheelchair symbols are compliant to Australian standards for users of wheelchairs while those indicated with a green and white sign "ACCESS PARKING" and no wheelchair symbol are normal parking spaces reserved for people with a temporary incapacity but not requiring wheelchair access.

**16.3.4** For safety reasons, State Law and the University By-Laws require a clear vehicular access to be maintained at all times to all buildings within the Campus and Accommodation Services precinct. Parking spaces and zones have been laid out to comply with this requirement. Any vehicle which is parked compromising these safety requirements will be issued with a parking infringement notice and may be towed away at the owner's expense.

#### **16.4. Display of Permit**

All Residential Parking Permits must be clearly displayed on the bottom left side of the front windscreen, on a clear untinted area and be clearly visible from the outside of the vehicle. If for any reason you are unable to display your permit you should park in a no-permit holder zone or risk the possibility of receiving an infringement notice. The permit is only valid for use on Accommodation Services premises - it is not valid for other parts of the Sandy Bay or Newnham campuses.

#### **16.5. Issuing of infringement Notices**

**16.5.1** Any appeal against the issue of an infringement notice must be in writing to the Parking Office in either Hobart or Launceston. Appeals must be lodged within FIVE days of the infringement issue date. Infringement notices will not be withdrawn if issued in accordance with the University By-Laws and these General Conditions.

**16.5.2** The following examples are not valid reasons for withdrawal of a parking infringement notice:

- a) non-display of a permit
- b) parking in a voucher zone without display of a valid voucher or with an expired voucher;
- c) parking in a disability parking space without a UTAS Access Permit;
- d) parking in a numbered parking space which does not correspond to the one to which access has been granted; or
- e) parking causing an obstruction or in an area not marked or indicated for the parking of vehicles such as lawns, footpaths or gardens.

## SCHEDULE 1. ADDITIONAL CHARGES

Fee/Charge	Amount	Purpose	When paid
<b>Section A: Compulsory Fees/Charges</b>			
Acceptance Fee	<b>\$80 New Residents</b> <b>\$50 Returning Residents</b>	Administrative fee for application. (Non refundable)	On acceptance of offer.
Security Deposit	<b>\$500</b>	Bond against damage or other costs incurred by Resident.	In advance before arrival.
<b>Section B: Discretionary Fees/Charges</b>			
Linen Pack	<b>\$175</b>	Payment for bed linen, towels. Resident can choose not to pay charge and provide own linen.	In advance
Telephone Credit	<b>\$20</b> (Where available in room).	Payment in advance for installation of telephone services	In advance
Data Reset Account	<b>\$20</b>	Standard AS internet account provides 1.5gb over 28 days	In advance every 28 days
Excess Data Account	<b>2 cents per mb</b>	Charge made for Internet use over standard 1.5gb per 28 days	In advance.
<b>Section C: Occasional Fees/Charges</b>			
Additional cleaning and rubbish removal including removal of abandoned goods	<b>\$45</b> per hour charged in 15 minute increments with a minimum charge of \$45	Charge levied when AS has to: <ul style="list-style-type: none"> <li>undertake additional cleaning in a Resident's Room; or</li> <li>move Resident's belongings after they vacate.</li> </ul>	After event.
Return of recycling or garbage container to designated area.	<b>\$12</b> per container.	Charge levied when AS has to: <ul style="list-style-type: none"> <li>Return containers to designated area 24 hours after rubbish collection.</li> </ul>	After event.
Emptying of recycling container because of presence of contaminated items.	<b>\$12</b> per container	<ul style="list-style-type: none"> <li>Empty containers because of presence of contaminated items.</li> </ul>	
Lock out	<b>\$5</b> per lockout	Charges applied to each lockout. All monies will be given to charity.	After event
Incidental Hire Fold down beds Fridges Drip trays	<b>\$5/night</b> w/out linen, <b>\$12.50/night</b> with linen <b>\$85/semester, \$150/academic year</b> <b>\$20/academic year</b>	Drip trays must be used under all fridges used in bedrooms.	In advance
Charge for Repairs/Replacement	<b>Variable.</b>	Costs charged by AS to repair or replace AS facilities or goods damaged or lost by Resident or their guests.	After Event
Administrative Fee	<b>15% of total cost</b>	Administrative charge made when repairs or replacements made.	After Event
Replacement of Key /Card	<b>\$20</b>	Applies to replacing a lost or damaged prox card and all other keys or cards	After Event
Replacement of Parking Permit	<b>\$20</b>	Cost for replacing lost or damaged Parking Permit	After Event
Non-Direct Debit fortnightly surcharge	<b>2.5% of amount paid</b>	Surcharge applies to all fortnightly fee payments made by cash, cheque, credit card or B-Pay	
Direct Debit Dishonour Charge	<b>\$30</b>	Charge made when bank dishonours Resident's direct debit payment for AS account.	After Event
Cheque Dishonour Charge	<b>\$50</b>	Charge made when bank dishonours Resident's cheque for AS account.	After Event
Agreement Variation	<b>\$100</b>	Administrative charge for making alterations to existing Agreements	At request of resident
Debt Collection Fee	<b>25% of total cost</b>	Administrative charge made when Debt Collection Agency is used	After Event
Unauthorised items found in rooms e.g. heaters, cooking equipment etc	<b>\$50</b>	Administrative charge made if any unauthorised items found in rooms. Formal Warning will also apply.	After event

## **SCHEDULE 2. RULES OF RESIDENCE**

### **1. Rules as to Premises**

**1.1.** The Resident must not without the express consent of the Manager:

- a) paint, drive nails or screws into the walls, doors, ceilings or floors;
- b) fix anything to the walls or doors which will mark or damage the infrastructure or paint work;
- c) mark, scratch, break, scrape, stain or damage any part of Accommodation Services' residence or contents;
- d) make any alteration or addition to the Residence;
- e) 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;
- f) keep or allow to enter or remain in the Residence any animal, bird or other pet, except a fish;
- g) put anything down any sink/toilet/drain likely to cause damage or obstruction;
- h) keep and/or light inside the Residence any candles, oil burners, incense sticks or cones or any other thing to which a live flame can be maintained;
- i) keep or allow to be brought into or to remain in his/her room or any other part of the Residence any legal or illegal weapons, firearms, ammunition, spear guns, fireworks, swords, flick knives or any other explosive or dangerous articles;
- j) prepare or cook any food or meals in any area other than in a designated cooking area;
- k) obstruct corridors or doorways;
- l) accumulate or permit any accumulation of rubbish, refuse or material in the Residence;
- m) 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.
- n) 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 Manager;
- o) allow the Resident's room 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;
- p) 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 except in the designated area.
- q) install and use any other cooking, boiling, cooling or heating electrical equipment in the Resident's room. Fridges are permitted with the Managers permission and must have drip trays under the fridge. These are available for hire from Accommodation Services. See Schedule 1

**1.2.** With the exception of certain circumstances in which an overnight Visitor is permitted in accordance with Accommodation Services' 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. On no account are Keys to be given to other Residents or Visitors.

- 1.3. The Resident must immediately notify Accommodation Services of any infectious diseases (eg glandular fever, chicken pox) or pests such as mice or insects.
- 1.4. The Resident has a responsibility to other Residents and must avoid creating any disturbance, nuisance or annoyance to other Residents.
- 1.5. Entry and exit from all buildings and rooms must be through the main doors, except in the case of an emergency.
- 1.6. The Resident must not assign his/her Residency Agreement or sub-let his/her room or any part of an apartment.
- 1.7. The Resident must not tamper, damage, interfere, or steal from any snack or drink vending machine provided at the residence.
- 1.8. All garbage must be placed in the appropriate recycling or garbage containers provided and, where applicable, at designated times the recycling or garbage containers must be placed in designated areas for collection. Once such recycling or garbage containers have been emptied, residents must put them back in the designated storage area on the day they are emptied. Each apartment/unit which fails to return a recycling or garbage container to the designated storage area within 24 hours of it being emptied, necessitating a staff member to return the container, will be charged at the rate set out in Section C of Schedule 1 to these Terms and Conditions.

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 Section C of Schedule 1 to these Terms and Conditions.

## **2. Common Areas**

- 2.1. Residents shall not tamper with or damage any Accommodation Services owned equipment. Costs for the replacement or repair of any equipment will be charged to the Resident at the rate set out in Section C of Schedule 1 to these Terms and Conditions.
- 2.2. The Resident:
  - a) may use the Common Areas for any purposes allowed by Accommodation Services in common with other persons permitted by Accommodation Services;
  - b) must not use any Common Areas for purposes other than those authorised by Accommodation Services;
  - c) shall use all reasonable care when using the Common Areas and not by act or omission cause any damage to the Common Areas;
  - d) must not litter or otherwise cause the Common Areas to be left in an unclean or untidy condition;
  - e) must not permit any obstruction of the Common Areas which causes interference with their use;
  - f) shall keep laundries clean and free of unattended washing; and
  - g) must not use another Resident's food or equipment without his/her express permission.

- 2.3. If a Common Area is left in an unclean or untidy condition an additional cleaning charge at the rate specified in Section C of Schedule 1 to these Terms and Conditions will be levied to the Residents of the accommodation site determined by Accommodation Services to be responsible.

### **3. Fire/Security Equipment**

- 3.1. 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.
- 3.2. 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.
- 3.3. Security doors are not to be deliberately left open under any circumstances.

### **4. Smoking and possession of unlawful substances**

- 4.1. Smoking is not allowed inside any University buildings. No person is permitted to smoke within a distance of three (3) metres from any Accommodation Services' building. Cigarette butts must be disposed of in the receptacles provided.
- 4.2. The Resident, or Resident's visitors, 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 (Tasmania)*. This includes cannabis.

## ANNEXURE B

### Accommodation Services Schedule of Residential Fees 2009

- Fees are for UTAS and AMC higher education students
- All fees are quoted in Australian Dollars
- All prices are per person room only (meals not included)



Hobart	Weekly rate	Academic year 15 Feb 2009 – 15 Nov 2009 (39 weeks)
<b>Christ College / John Fisher College</b>		
Single	\$175	\$6825
Twin (Christ College only)	\$123	\$4797
Flat (2 or more beds Christ College only)	\$180	\$7020
Flat (1 Bed)	\$210	\$8190
<b>University Apartments</b>		
Single	\$180	\$7020
<b>Mt Nelson Villas</b>		
Single	\$153	\$5967
Launceston	Weekly rate	Academic year 15 Feb 2009 – 15 Nov 2009 (39 weeks)
<b>Lepena</b>		
Single	\$138	\$5382
<b>Kerslake Hall</b>		
Single	\$144	\$5616
Flat (1 Bed)	\$210	\$8190
<b>Investigator Hall</b>		
Single	\$148	\$5772
Flat (1 Bed)	\$210	\$8190

- All Residency Agreements for accommodation are for 39 weeks unless otherwise negotiated. Contracts less than 39 weeks will be subject to a once off fee of \$250.
- A discount of 2.5% will apply to upfront payment of the entire academic year fees.
- The preferred payment method is Direct Debit from bank accounts fortnightly. Other types of fortnightly payment will attract a 2.5% surcharge.

#### Other Charges

- It is a requirement that a Security Deposit of \$500 is paid on acceptance of an offer of accommodation.
- Acceptance Fee of \$80 (new residents) \$50 (returning residents) is also payable upon acceptance of an offer of accommodation.