

# UNE Residential System Accommodation Agreement

## 1. Introduction

By accepting this agreement you are entering a legally binding agreement with the University. You should note carefully your obligations as outlined below.

Under this agreement you are provided with a residential place for the Academic Year in which the offer is made. If your needs change, you may leave College at the conclusion of Semester one if you provide the required notice under Clause 8.2.

## 2. Definitions

**Academic Week** is a week that falls within the relevant academic calendar of the course being studied.

**Academic Period** is a continuous period of lectures and examinations with no long holiday breaks. The duration of the period will vary according to the course being studied.

**Academic Year** means the academic year as determined by the University, excluding the first semester orientation period.

**Colleges** include any of the following on-campus accommodation – Austin College, Duval College, Drummond & Smith College, Earle Page College, Mary White College, Robb College, St Albert's College and Wright Village. It also includes separate accommodation facilities associated with a College such as on-campus houses and/or flats that are used by Students.

**Commencing Resident** is a new resident of a College.

**Fees Schedule** means the published list of fees payable on accepting this Accommodation Agreement.

**Head of College** is the Master/Principal of a College or their delegate.

**Returning Resident** is a resident who has been a member of a University College in the previous Semester.

**Resident** is a person who has been made an official offer to reside in the College and has accepted the terms of this agreement.

**Residential Administration** means the Central Administration Unit within the Residential System.

**Residential Fees** includes the fees referred to in the Fees Schedule, application fee, Residential Building Maintenance Fund Levy, Communication Levy and other fees, including late fees, payable by a Resident of a College.

**Residential Principal Dates** are the dates as published with this Accommodation Agreement.

**Semester** or equivalent means academic teaching time.

**Show Cause** is a process in the Colleges for Residents who have been required to make a case for returning to College and, as a result, been given additional conditions which the Resident has accepted, as a result of failing to meet the conditions of ongoing membership of the College, as outlined in Clause 7.

**Student** is a person who is enrolled in a University of New England higher education course or in an enabling course or in a unit of study on a non-award basis.

**Written Notice** must include the submission date and be submitted to the Manager, Business & Systems, UNE Residential System; e-mailed notice is acceptable as written notice.

### **3. Admission to Residence**

- a) Applications for residence are made online.
- b) A Returning Resident must apply before the closing date specified in the table of Residential Principal Dates. Applications after this date may attract a late fee. Please note, a Returning Resident must meet specific criteria as detailed in Clause 7.
- c) A Commencing Resident is required to pay a non-refundable application fee.
- d) An offer of a place applies only to the Academic Year for which the offer is made.
- e) The maximum period for which a place is offered, in this agreement, is one Academic Year.

### **4. Acceptance of a Residential Place**

- a) To accept an offer of a place in a College you must complete the online acceptance form, including the payment of all Residential Fees specified in the online process.
- b) You must lodge your acceptance by the date specified in your letter of offer.
- c) By accepting the offer you are also accepting and agreeing to the College's ethos, codes of conduct including the Residential College Code of Conduct, rules and policies.

### **5. Cancellation of a Residential Place and Refund of any Advanced Payments**

- a) Cancellation of an acceptance of a residential place must be in writing. In all cases the effective date of cancellation shall be the date on which Residential Administration received the Written Notice.
- b) To receive a refund of any advance payments, Students who have accepted an offer of a place must cancel that acceptance before the cancellation date specified in the letter of offer and shown in the table of Residential Principal Dates.
- c) In situations of hardship a case may be made to the Head of College.

### **6. Payment of Residential Fees**

- a) Residential Fees will be paid in accordance with the Fees Schedule published by each College. Please note that the following charges are not refundable:
  - Residential Building Maintenance Fund Levy
  - Communication Fee.
- b) A Commencing Resident may apply to Residential Administration, in writing, for an extension of time in which to pay Residential Fees. A request for an extension of time can only be granted up to, and no later than, 14 days from the due date of the Residential Fees.
- c) Where payment of Residential Fees is later than the published date, or the approved 14-day extension date, a late fee of 5% (+GST) of the overdue amount will be applied.
- d) Residential Fees which are in arrears by 14 days or more, or are deemed to be at risk of non-payment, are referred to the University's Financial Services Directorate (FSD) and may be subject to relevant debt recovery processes. Extenuating circumstances should be referred immediately to the FSD for consideration.
- e) The University or St Albert's College has the right to take legal action against you to collect amounts owing.

## **7. Conditions of Ongoing Membership of the College**

- a) Your membership of the College is for one Academic Year, subject to you fulfilling the following criteria:
  - i. Academic commitment throughout the Academic Year, including attaining satisfactory academic results (minimum of 50% pass on full unit load);
  - ii. Financial responsibility in meeting commitments as set down in the Fees Schedule;
  - iii. Positive contribution to, and participation in, the life of the College;
  - iv. Personal conduct as outlined by the College Rules and Residential System Code of Conduct.
  
- b) If you fail to meet any of these criteria you may be suspended or excluded from membership of the College in accordance with Clause 9.

## **8. Withdrawal from College or Transfer to another College**

Prior to submitting your Written Notice it is advisable that you discuss your circumstances with your Head of College.

### **8.1. Withdrawal during an academic period**

#### **8.1.1. Special consideration for Commencing Residents**

A Commencing Resident may transfer from their College to other accommodation only in the first four weeks of their first Semester and must give at least three working days written notice to Residential Administration.

#### **8.1.2. On withdrawal from studies at the University**

A Resident who has withdrawn from the University must immediately inform Residential Administration and give at least three working days Written Notice of their intention to leave College. A \$550 cancellation fee will be applied.

#### **8.1.3. On transfer to another College**

A Resident wishing to transfer to another College may do so only at the mid-Semester and Semester breaks. Written Notice of intention must be given to Residential Administration at least two Academic Weeks' prior to the mid-Semester or Semester break. The notice period and the transfer time may be varied by the Heads of the Colleges concerned in exceptional circumstances.

#### **8.1.4. On leaving the Residential System whilst remaining enrolled.**

A Resident who leaves a College permanently, and does not qualify under Clauses 8.1.1., 8.1.2. or 8.1.3. is liable for the Residential Fees to the end of that Semester.

### **8.2. Withdrawal at the end of an Academic Period**

A Resident may withdraw from a College at the end of an Academic Period without penalty provided they give four weeks Written Notice. In the case of late notice they must pay a penalty equivalent to the daily accommodation fee for each day the Written Notice is overdue.

## **9. Termination of place in the Residential System**

- 9.1. If a Resident has failed to meet the conditions of ongoing membership, specifically 7.a) i., ii. and iii., as outlined in Clause 7, the University reserves the right to remove a Resident from College after providing 2 weeks Written Notice.
- 9.2. If a Resident has been on Show Cause with the Head of College and does not meet the conditions of Show Cause and/or ongoing membership as outlined in Clause 7, the University reserves the right to waive the provision of 2 weeks Written Notice.
- 9.3. If a Resident has been given a penalty of exclusion as a result of a breach of the Residential College Code of Conduct and/or the UNE Student Behavioural Misconduct Rules, the University reserves the right to waive the provision of 2 weeks Written Notice.

## **10. Appeals process**

- 10.1. A Resident may seek a review of the period of Written Notice or any penalty as outlined above by lodging an appeal, in writing, to the Manager, Business & Systems, the Chair of the Residential System Standing Committee, within 7 days of the submission of Written Notice to withdraw.
- 10.2. Should an appeal be successful, the Residential System Standing Committee may apply a cancellation fee under Clause 8.1.2 in lieu of Residential Fees, and/ or apply the casual rate for the accommodation period charged.
- 10.3. A Resident may appeal against the decision of the Standing Committee, in writing, to the Director, UNE Residential System. An appeal must be lodged within 14 days of notification of the decision of the Standing Committee.

Please note, a Resident of St Albert's College who wishes to make an appeal against the decision of the Standing Committee should lodge an appeal with the Chair of the St Albert's College Board.

## **11. Interpretation of the Agreement**

Any unresolved question of interpretation regarding this Agreement should be referred to the Head of College for determination.

## **JANUARY**

Wednesday, 6 January 2010	Closing Date for Acceptance of Offer by Returning Students
Wednesday, 20 January 2010	Last date for cancellation by Returning residents with full refund
Friday, 29 January 2010	Last Day for Commencing residents to cancel accommodation with full refund

## **FEBRUARY**

Sunday, 7 February 2010	Start of Term 1, New Students Check In
Friday, 12 February 2010	Start of Term 1, Returning Students Check in
Saturday, 20 February 2010	Due Date for payment for full year to receive 3% discount

## **MARCH**

Friday, 5 March 2010	Last Day for Commencing Residents in Semester 1 to withdraw from College
Friday, 19 March 2010	Last Day to apply to transfer between residences in Term 2

## **APRIL**

Friday, 2 April 2010	End of Term 1, Check out by 10.00 am
Monday, 26 April 2010	Term 2, Check In after 2 pm

## **MAY**

Friday, 28 May 2010	Last Day to withdraw from residence for the year at the end of Semester 1 without penalty.
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## **JUNE**

Friday, 11 June 2010	Last Day to apply to transfer between residences in Semester 2
Friday, 25 June 2010	End Of Semester One, Check Out by 10.00 am

## **JULY**

Sunday, 18 July 2010	Start of Semester 2(Term 3), check in
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## **AUGUST**

Friday, 13 August 2010	Last Day for Commencing Residents in Semester 2 to withdraw
Friday, 20 August 2010	Last Day to apply to transfer between residences in Term 3

## **SEPTEMBER**

Saturday, 4 September 2010	End of Term 3, check out by 10.00 am
Sunday, 19 September 2010	Start of Term 4, check in

## **OCTOBER**

## **NOVEMBER**

Friday, 29 October 2010	Closing Date for Returning Student Applications for 2011
Thursday, 18 November 2010	End of Semester 2, check out by 10.00 am
	Wright Village Check out is Friday, 19 November 2010 at 10.00 am

## **DECEMBER**