

UNE Residential System Academic Trimester 1 & 2 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.

This agreement is only available to residents of Duval College, Drummond & Smith College, St Albert's College and Mary White College.

Under this agreement you are provided with a residential place for the Trimester 1 & 2 Academic Period in which the offer is made. This agreement is only offered from February to October in a calendar year. If your needs change, you may leave College at the conclusion of Trimester One if you provide the required notice under Clause 9.2.

2. Definitions

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

Academic Trimester means the academic trimester as determined by the University. The duration of the period will vary according to the course being studied but would be for a minimum of 12 weeks and does not include University vacation periods.

Academic Year means the academic year as determined by the University, excluding the first trimester orientation period. The academic year excludes vacation periods during the year and contains 3 Academic Trimesters.

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.

Casual Rate is the highest nightly rate and is applicable for stays less than 28 days and for residents who have not accepted an Accommodation Agreement.

Commencing Resident is a new resident of a College.

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

Holding Fee is the nightly accommodation rate when a practical rebate has been applied. The holding fee rate is the same daily rate as Duval, Drummond & Smith College.

Long Term Rate is the lowest daily rate available and only applies for stays greater than 12 weeks who have accepted the Accommodation Agreement for at least an Academic Trimester.

Practical Rebate is the credit adjustment given on the nightly rate for residents who will be absent from College for a minimum of 7 consecutive nights for approved academic purposes, for example; nursing, teaching and medical courses. The resident must apply in writing for this rebate at least 2 weeks prior to the start date of the practical period. Practical Rebates are not applicable to Duval College or Drummond & Smith College residents.

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

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.

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

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 8.

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 the non-refundable application fee. Please note, a Returning Resident must meet specific criteria as detailed in Clause 8.
- 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 for Trimester 1 & 2.

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) Cancellations received after the cancellation date and prior to the start of Trimester One will attract a \$550 cancellation fee.
- d) 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 Schedule of Fees published by each College. Please note that the following charges are not refundable:
 - Residential Building Maintenance Fund Levy
 - Communication Fee.
- b) Where payment of Residential Fees is not 2 weeks in advance, an administrative fee of \$33 will be applied as per the Residential Principal Dates.
- c) 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.
- d) The University or St Albert's College has the right to take legal action against you to collect amounts owing.

7. Other Fees & Charges

Other fees, charges or fines may be raised by the Residences and charged to a student's account. All such debts will be required to be paid within 7 days of the invoice date. A table outlining standard charges is attached to the Schedule of fees published by each College.

8. Conditions of Ongoing Membership of the College

- a) Your membership of the College is for two Trimesters, 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 10.

9.1. Withdrawal during an Academic Trimester

9.1.1. 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 Trimester and must give at least three working days written notice to Residential Administration. A cancellation fee of \$550 will be applied.

9.1.2. 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.

9.1.3. On transfer to another College

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

9.1.4. On leaving the Residential System whilst remaining enrolled.

A Resident who leaves a College permanently, and does not qualify under Clauses 9.1.1., 9.1.2. or 9.1.3. is liable for the Residential Fees to the end of that Trimester.

9.2. Withdrawal at the end of an Academic Trimester

A Resident may withdraw from a College at the end of an Academic Trimester without penalty provided they give four weeks Written Notice. Please refer to the Principal Residential dates. In the case of late notice a penalty equivalent to the daily tariff rate for each day the Written Notice is overdue. If Written Notice is received after the Commencement of Trimester 2 the resident is liable for the Residential Fees to the end of Trimester 2.

10. Termination of place in the Residential System

- 10.1. If a Resident has failed to meet the conditions of ongoing membership, specifically 8.a) i., ii. and iii., as outlined in Clause 8, the University reserves the right to remove a Resident from College after providing 2 weeks Written Notice.
- 10.2. 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 8, the University reserves the right to waive the provision of 2 weeks Written Notice.
- 10.3. 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.

11. Vacation Stays

- 11.1 A resident may apply for accommodation during vacation periods but this is subject to availability. There is no guarantee you will be accommodated in the same room or residence during vacation periods. The same daily tariff will be applied.
- 11.2 During vacation periods meals included in your daily tariff rate may need to be taken in another residence's dining hall.

12. Appeals process

If a resident has not attempted to resolve concerns through the College processes in the first instance then an appeal on college issues will not be considered unless extenuating circumstances can be demonstrated.

- 12.1. 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.
- 12.2. Should an appeal be successful, the Residential System Standing Committee may apply a cancellation fee under Clause 10.1.2 in lieu of Residential Fees, and/ or apply the casual rate for the accommodation period charged.
- 12.3. 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.

13. Interpretation of the Agreement

Any unresolved question of interpretation regarding this Agreement should be referred to the Executive Assistants, UNE Residential Administration for determination.

RESIDENTIAL PRINCIPAL DATES FOR 2012

JANUARY

	Friday, 6 January 2012	Closing Date for Acceptance of Offer by Returning Students and all Commencing Students Offered pre- Xmas)
	Thursday, 19 January 2012	Last date for cancellation by Returning residents with full refund
	Tuesday, 31 January 2012	Last Day for Commencing residents to cancel accommodation with full refund

FEBRUARY

	Sunday, 12 February 2012	Start of Trimester 1, New Students Check In
	Friday, 17 February 2012	Start of Trimester 1, Returning Students Check in
	Tuesday, 28 February 2012	Last Day to provide notification of April Vacation Stay.

MARCH

	Monday, 5 March 2012	Instalment 2 due date
	Friday, 9 March 2012	Last Day for Commencing Residents in Trimester 1 to withdraw from College
	Monday, 19 March 2012	Administrative Fee will be incurred on fees not paid 2 weeks in advance
	Friday, 23 March 2012	Last Day to apply to transfer between residences in Term 1

APRIL

	Monday, 16 April 2012	Instalment 3 due date
	Friday, 6 April 2012	Mid Trimester 1 Break, Check out 10.00 am
	Sunday, 22 April 2012	Trimester 1 resumes, Check in after 2 pm
	Monday, 30 April 2012	Administrative Fee will be incurred on fees not paid 2 weeks in advance

MAY

	Tuesday, 1 May 2012	Last Day to provide notification of June Vacation Stay.
	Friday, 11 May 2012	Last Day to notify of withdrawal from residence at the end of Trimester 1 without penalty.
	Friday, 25 May 2012	Last Day to apply to transfer between residences in Trimester 2
	Monday, 28 May 2012	Administrative Fee will be incurred on fees not paid 2 weeks in advance

JUNE

	Friday, 8 June 2012	End Of Trimester One, Check out 10 am
	Monday, 18 June 2012	Instalment 4 due date

Sunday, 24 June 2012	Start of Trimester 2, Check in 2 after 2 pm
Friday, 29 June 2012	Last Day to provide notification of August Vacation Stay.

JULY

Monday, 2 July 2012	Administrative Fee will be incurred on fees not paid 2 weeks in advance
Friday, 20 July 2012	Last Day for Commencing Residents in Trimester 2 to withdraw
Thursday, 26 July 2012	Last Day to apply to transfer between residences
Monday, 30 July 2012	Administrative Fee will be incurred on fees not paid 2 weeks in advance

AUGUST

Friday, 10 August 2012	Mid Trimester 2 Break, Check out 10 am
Monday, 20 August 2012	Instalment 5 due date
Sunday, 26 August 2012	Trimester 2 Resumes, Check in after 2 pm

SEPTEMBER

Monday, 3 September 2012	Administrative Fee will be incurred on fees not paid 2 weeks in advance
Friday, 7 September 2012	Open Returning Student Applications for Trimester 3, & Trimester 1 & 2, 2013.

OCTOBER

Tuesday, 2 October 2012	Administrative Fee will be incurred on fees not paid 2 weeks in advance
Friday, 12 October 2012	Closing date for Returning Student Applications for 2012 without application fee.
Saturday, 13 October 2012	Trimester 2 ends, check out by 10.00 am
Sunday, 28 October 2012	Trimester 3 Commences, check in 2 pm

NOVEMBER

DECEMBER

Saturday, 22 December 2012	Mid Trimester 3 break,
----------------------------	------------------------

JANUARY

Sunday, 6 January 2013	Trimester 3 resumes
------------------------	---------------------

FEBRUARY

Saturday, 9 February 2013	Trimester 3 ends, check out by 10 am
---------------------------	--------------------------------------