

UNE Residential System Accommodation Agreement

Extract from Section 4 - Fees and Charges of the 2009 UNE Handbook

4. Residence Arrangements and Charges

Acceptance of these Conditions of Residence forms 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 residence at the conclusion of semester one if you provide the required notice, as per Clause 4.1.6.2.

Definitions:

- 1) **Academic Week** is a week that falls within the relevant academic calendar of the course being studied.
- 2) **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)
- 3) **Academic Year** contains two semesters excluding the mid-semester breaks.
- 4) **College** includes 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. This also includes separate accommodation facilities associated with a College like on-campus houses and/or flats that are used by students.
- 5) **Commencing Resident** is a new resident in the University colleges.
- 6) **Returning Resident** is a resident who has been a member of a University of New England College in the previous semester.
- 7) **Resident** is both a Commencing Resident and a Returning Resident.
- 8) **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.

4.1. On-Campus Students

4.1.1. Admission to Residence

- a) Applications for residence are made online.
- b) A Returning Resident should 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 4.1.5.
- 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.

4.1.2. Acceptance of a Residential Place

- a) To accept an offer of a place in a UNE College you must complete the online acceptance form, including the payment of all 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, rules and policies.

4.1.3. Cancellation of Acceptance 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 the Manager, Business & Systems, UNE Residential System receives the written advice.

- b) To receive a refund of any advanced 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 cases of hardship an appeal may be made to the Manager, Business & Systems, UNE Residential System .

4.1.4. Payment of Residential Fees

- a) Fees and charges 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 Charge.
- b) A person may apply to the Manager, Business & Systems, UNE Residential System, 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 fee/s.
- c) Where payment of college fees and charges 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) Fees and charges which are in arrears by 14 days or more, or are deemed to be at risk of non-payment, are referred to the University of New England Financial Services Directorate and may be subject to relevant debt recovery processes. Extenuating circumstances should be referred immediately to the University of New England Financial Services Directorate for consideration. Clause 4.1.4d does not apply to residents of St Alberts College.
- e) The University or St Albert's College has the right to take legal action against you to collect amounts owing.

4.1.5. 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 year, including attaining satisfactory academic results (minimum of 50% pass of full unit load).
 - ii. Financial responsibility in meeting commitments as set down in the Fees Schedule.
 - iii. 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.

4.1.6. Withdrawal from College or Transfer to another UNE College.

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

4.1.6.1 Withdrawal during an academic period

- a) **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 the Manager, Business & Systems, UNE Residential System .

- b) **On withdrawal from studies at the University.**
A Resident who has withdrawn from the University must immediately inform the Manager, Business & Systems, UNE Residential System and give at least three working days written notice of his/her intention to leave College. A \$550 cancellation fee will be applied.
- c) **On transfer to another UNE College.**
A Resident wishing to transfer to another UNE College may do so only at the mid-semester and semester breaks. Written notice of intention must be given to the Manager, Business & Systems, UNE Residential System 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.
- d) **On leaving the UNE College system whilst remaining enrolled.**
A Resident who leaves a college permanently and does not qualify under clauses (a), (b) or (c) is liable for the fees to the end of that semester.

4.1.6.2 Withdrawal at the end of an academic period

A Resident may withdraw from a College at the end of a semester without penalty provided they give four weeks written notice. In the case of late notice a penalty equivalent to the daily accommodation fee for each day the notice is overdue

4.1.6.3 Termination of place in the UNE College System

If a Resident has failed to meet the Conditions of ongoing membership as outlined in clause 4.1.5 the UNE reserves the right to remove a Resident from residence after providing 2 weeks written notice.

4.1.7 Appeals process

- i) A Resident may seek a review of the period of notice or any penalty as outlined above by lodging an appeal, in writing, with the Assistant Director of Business Operations, the Chair of the Residential System Standing Committee within 7 days of the submission of notice to withdraw.
- ii) A Resident may appeal against the decision of the Standing Committee, in writing, to the Chief Development Officer. Such 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 Alberts College Board.