



## RESIDENCY AGREEMENT TERMS AND CONDITIONS

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The **UTAS Accommodation Services Residency Agreement** consists of the following documents:

- a) Offer of Accommodation;
- b) On-line Acceptance;
- c) Residency Agreement Terms and Conditions;
- d) Schedule of Residential Fees;
- e) Guarantee by Sponsor (where applicable); and
- f) Authority to Direct Debit (where applicable);

and 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; and
- h) any alternate or temporary or other accommodation sites owned, leased or managed by Accommodation Services.

### Definitions:

**UTAS Accommodation Services (AS)** refers to the managers of UTAS 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, either from the start of Semester 1 to the end of Semester 2 (39 weeks) OR from the start of Semester 2 to the end of Semester 1 in the following year (38 weeks).

**Director** refers to the Executive Director of Commercial Services and Development 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.

**UTAS** refers to the University of Tasmania.

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### 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: 39 weeks if commencing at the start of Semester 1 or 38 weeks if commencing at the start of Semester 2.

### 2. ELIGIBILITY

2.1 A Resident must be enrolled as a student of UTAS to be eligible for a residential place with UTAS Accommodation Services. Each resident is responsible for advising UTAS 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 UTAS and have:
  - no outstanding debts related to residential matters with UTAS Accommodation Services;

- met all payments as agreed under any previous Residency Agreement;
- demonstrated a good behaviour record; and
- 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. UTAS 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 UTAS 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 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 UTAS Accommodation Services will meet resident's preferences for accommodation, however, final allocation will be based on availability and will be at the discretion of UTAS Accommodation Services.

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

**6. RELOCATION**

**6.1** UTAS 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 Director. Where possible, 2 weeks notice will be given of such relocation to the Resident.

**6.2** If a Resident seeks to relocate between UTAS Accommodation Services residences the request should be made in writing to the Director. Any such request will be dealt with through UTAS Accommodation Services procedures for relocation. A one-off administration fee applies if UTAS Accommodation Services agrees to the relocation. Accommodation fees will be at the rate of the new residence.

**6.3** No charge will be made if the resident has to relocate between north and south UTAS 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.** UTAS 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 UTAS Accommodation Services' Office. The standard check-in time is after 10.30am (Office hours are between 8.30am and 5pm Monday to Friday). If Residents will be arriving outside office hours they must inform UTAS 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 UTAS 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 UTAS 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** Residents may withdraw from this Residency Agreement by giving notice in writing: first Semester withdrawals must be received by 1<sup>st</sup> February and Second Semester withdrawals by 1<sup>st</sup> July. UTAS Accommodation Services will retain the acceptance 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 UTAS they must inform UTAS Accommodation Services immediately. Provided the Resident has not taken up residence all advance fees, with the exception of the acceptance fee, will be refunded within 30 days of UTAS 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 UTAS Accommodation Services, in writing, immediately they have withdrawn and provide UTAS Accommodation Services with a Request to Terminate and a copy of their Enrolment Confirmation from the UTAS Student Centre. Vacating residents will be required to pay residency fees up to the date of departure and any other costs and charges owing, but the balance of the Security Deposit and any pre-paid fees 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 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 UTAS 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 a UTAS Accommodation Services residence. Advance fees and charges consist of the: Acceptance Fee, Security Deposit (or balance owing for returning Residents) and two weeks advance rent. The Acceptance 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.

For Residency Agreements of less than an Academic Year the one-off fee must also be paid in advance, 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. The preferred method of fortnightly payment of residential fees is by Direct Debit from a Residents' chosen bank account. To pay by Direct Debit the Resident must complete an Authority to Direct Debit form and return to UTAS Accommodation Services at least two weeks prior to taking up residence. Payment by cheque, cash, credit cards (excluding American Express and Diners' Club), Bay or EFTPOS are also acceptable.
- 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, UTAS 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, UTAS 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, UTAS 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 UTAS Accommodation Services property caused by a Resident or their guests or visitors;
  - replacement of any goods owned by UTAS 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 UTAS Accommodation Services and caused by a Resident or their guests or visitors; and
  - 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 a UTAS Accommodation Services' residence at the end of the Period of Residence, every effort will be made to refund the balance of the Security Deposit within 30 days of departure after any deductions are made.
- 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 UTAS until all outstanding fees and/or charges have been paid in full. If a student is debarred it means they will be unable to: enroll at UTAS; receive any results of assessment; graduate or receive any diploma or certificate stating that the student is qualified to graduate from UTAS; 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. UTAS RESPONSIBILITIES**

- 12.1.** The Resident has the right to quietly enjoy the residence subject to the conditions of this 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 their Terms and Conditions. UTAS Accommodation Services will try to deal with all maintenance requests as soon as practical within the agreed time frames.
- 12.4.** UTAS 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, endeavours will be made 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 UTAS will be final.
- 12.6.** UTAS 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 UTAS 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.** UTAS 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.
- 12.8.** UTAS 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. UTAS 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; or
  - the Resident is in breach of any other UTAS rule or policy.
- 12.9.** UTAS 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 UTAS 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 UTAS 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 UTAS Accommodation Services the Resident's:
- student ID number
  - course and subject enrolment information,
  - examination and/or completed course results,

- photo, and
- UTAS 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 UTAS 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 Director, the Residents' health may be at risk, the Resident authorises the 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 Director. In these circumstances the Resident also authorises the health professional to provide such information to the 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 UTAS Accommodation Services to contact his/her Sponsor, or a parent or guardian about matters regarding: his/her health; safety; financial obligations to UTAS Accommodation Services; academic performance; or behaviour; where in the opinion of the Director, making contact is warranted.
- 13.5** In signing the Residency Agreement, the Resident understands they may be photographed, filmed or interviewed by UTAS Accommodation Services and that such material may be used in various electronic and hardcopy material, including the internet, as part of UTAS 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 UTAS Accommodation Services Office if they have any questions regarding this matter. Accommodation Services collects, holds, uses and discloses personal information in accord with the UTAS Privacy Policy and further information is available at:  
[http://www.utas.edu.au/data/assets/pdf\\_file/0016/29500/CORP-15.1-Privacy-Policy.pdf](http://www.utas.edu.au/data/assets/pdf_file/0016/29500/CORP-15.1-Privacy-Policy.pdf)

**14. RESPONSIBILITIES OF RESIDENTS – RULES OF RESIDENCE**

- 14.1** At all times Residents are expected to abide by acceptable standards of behaviour, following all UTAS Accommodation Services and UTAS policies and procedures and showing due respect for the rights of all other Residents and UTAS Accommodation Services staff. Failure to do so could result in actions being taken under UTAS 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 (apartment 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 10.30pm 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 Director of any infectious diseases (eg glandular fever, chicken pox) or pests such as mice or insects.
- 14.5** Smoking is not allowed inside any UTAS Accommodation Services building, 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 UTAS 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 UTAS Accommodation Services 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 UTAS 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 UTAS 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;
- obstruct corridors or doorways;
- accumulate 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 UTAS 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 from a UTAS 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 Manager;
- 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; 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 UTAS Accommodation Services' Residences.

All electrical heaters and cooking appliances with exposed elements, such as hotplates, are banned from UTAS 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 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 will be tested to by a UTAS 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 UTAS 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. Fold down beds are available to rent overnight 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 an apartment and 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 UTAS Accommodation Services.
- 14.14** Liability for any damage caused to a flat, shared/twin room or an apartment 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, cleaned, power switched off and the door left open. The Resident will be charged if UTAS 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 UTAS Accommodation Services. Any such damage to any of UTAS 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, 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 Schedule 2 to these Residency Agreement 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 Schedule 2 to these Terms and Conditions.
- 14.19** In using common areas the Resident:
- shall not tamper with or damage any UTAS 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 UTAS Accommodation Services in common with other persons permitted by UTAS Accommodation Services;
  - must not use any common areas for purposes other than those authorised by UTAS 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; and
  - 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 UTAS 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 UTAS 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 UTAS**

**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 UTAS 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 UTAS;
- 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 UTAS Accommodation Services' staff 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 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 UTAS;
- c) gains unauthorised entry to outside ledges or the roof;
- d) has received 3 Formal Warning Forms to the effect that their behaviour was deemed to be unacceptable or contravened any UTAS and 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 Director and be given within 7 days, or such further period as the 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 Director on the merits of any termination decision made under this clause is final.

## Schedule 1.

# Accommodation Services Schedule of Residential Fees 2012



Fees are for UTAS and AMC higher education students, per person room, only (meals not included). All fees are quoted in Australian Dollars, and are to be paid 2 weeks in advance.

<b>Hobart</b>	<b>Weekly rate</b>
<b>Christ College / John Fisher College</b>	
Single	\$194
Twin (Christ College only)	\$136
Flat (2 or more beds Christ College only)	\$200
Flat (1 Bed)	\$233
<b>University Apartments</b>	
Single	\$200
<b>Mt Nelson Villas</b>	
Single	\$170
<b>Launceston</b>	<b>Weekly rate</b>
<b>Leprena</b>	
Single	\$159
<b>Kerslake Hall</b>	
Single	\$159
Flat (1 Bed)	\$194
<b>Investigator Hall</b>	
Single	\$159
Flat (1 Bed)	\$194

- 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 which is payable at the same time as the two weeks rent in advance payment is made. If a resident converts to an academic year contract this fee will be reimbursed.
- A discount of 2.5% will apply to upfront payment of fees for the entire academic year. Payment must be made prior to arrival to be eligible for the discount.

### Other Charges

- A non refundable Acceptance Fee of \$80 is payable upon acceptance of an offer for accommodation.
- A Security Deposit of \$500 is also payable on acceptance of an offer for accommodation.



## SCHEDULE 2 – ADDITIONAL FEES & CHARGES

Fee/Charge	Amount	Purpose	When paid
<b>Section A: Compulsory Fees/Charges</b>			
Acceptance Fee	\$80	Administrative fee for application. (Non refundable)	On acceptance of offer.
Security Deposit	\$500	Bond against damage or other costs incurred by Resident.	In advance before arrival.
<b>Section B: Discretionary Fees/Charges</b>			
Linen Pack	\$175	Payment for bed linen, towels. Resident can choose not to pay charge and provide own linen.	In advance
<b>Section C: Occasional Fees/Charges</b>			
Additional cleaning and rubbish removal including removal of abandoned goods	\$45 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.	\$12 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> <li>Empty containers because of presence of contaminated items.</li> </ul>	After event.
Emptying of recycling container because of presence of contaminated items.	\$12 per container		
Lock out	\$5 per lockout	Charges applied to each lockout.	After event
Fold down beds	\$30/night with or w/out linen		In advance
Charge on removal of appliance from Resident's room	\$50	Charges applied for second and subsequent instances of removal	After event
Charge for Repairs/Replacement	Variable.	Costs charged by AS to repair or replace AS facilities or goods damaged or lost by Resident or their guests.	After Event
Administrative Fee	15% of total cost	Administrative charge made when repairs or replacements made.	After Event
Replacement of Key /Card (excluding Mt Nelson Villas)	\$20	Applies to replacing a lost or damaged prox card and all other keys or cards	After Event
Replacement of key and locks – Mt Nelson Villas	\$300	There is a higher charge for replacement of keys for Mt Nelson Villas as, as well as keys, the entire lock mechanism must be replaced.	After event
Replacement of Parking Permit	\$20	Cost for replacing lost or damaged Parking Permit	After Event
Direct Debit Dishonour Charge	\$32.50	Charge made when bank dishonours Resident's direct debit payment for AS account.	After Event
Cheque Dishonour Charge	\$50	Charge made when bank dishonours Resident's cheque for AS account.	After Event
Agreement Variation	\$100	Administrative charge for making alterations to existing Agreements	At request of resident
Debt Collection Fee	25% of total cost	Administrative charge made when Debt Collection Agency is used	After Event
Unauthorised items found in rooms e.g. heaters, cooking equipment etc	\$50	Administrative charge made if any unauthorised items found in rooms. Formal Warning will also apply.	After event