

## **UCA Village Rules**

Subject to the terms of the Residential Agreement and any applicable legislative provisions, the Rules of the Village ("the Rules") are as follows:

### **Introduction**

The Rules are a supplement to the Residential Agreement which all residents sign when they take up residence in the Village. The Rules provide guidance and information about the standards and procedures which residents of the Village are expected to meet and comply with during their residence in the Village. Throughout the year updates of the Rules and information about residency in the Village will be distributed to residents by emails and flyers.

Any failure by residents to comply with these Rules and any update or variation of them which is notified by Village management will constitute a failure to comply with the provisions of the Residential Agreement and may lead to disciplinary action including termination of a resident's right to reside in the Village.

The Rules are intended to benefit all residents. However, the expectations of residents outlined in the Rules should not be seen as an exhaustive list. In becoming a resident of the Village, you become a member of the Village community and accept the responsibilities and obligations associated with being a good neighbour and citizen, whether or not they are detailed in the Rules.

## **The Village**

### **Aesthetic Appearance**

The Village is part of both the University and the local community. You are required to maintain your room in a neat and clean state of condition/appearance. If applicable, you must in conjunction with other residents ensure that Apartment Common Areas are maintained to the same standard.

Do not place foil, cardboard or other unsightly material or objects in or on any windows in the Village or alter any window coverings in the Village.

Keep balconies, decks and patios neat and orderly at all times and clear of personal belongings.

Furniture designed for indoor use is not permitted outside (including on any balcony, deck or patio).

If in the opinion of Village management any item adversely affects the appearance of the Village, the resident concerned will be asked to remove it. If you are asked by Village management to remove any item you must do so within the timeframe set by Village management.

### **Bikes**

Bicycles are to be secured only to the bicycle racks located throughout the Village or in bike sheds provided. They are not to be secured to other objects such as benches, light posts, trees, handrails or disabled access ramps. They are not to be placed in hallways or allowed to impede a means of access. Bicycles that are secured to anything other than bicycle racks, impede access or in any way present a safety hazard will be confiscated by Village management and a fee will be charged for their return.

Bicycles are not permitted inside rooms or apartments except with written permission of the Community or Deputy Community Manager.

Bicycle storage is not available during the Summer Period once you have vacated your room. Details of self-store facilities located close to the Village are available on the website.

The Village is not responsible for the security of or any damage sustained to any bicycle which is left in the bicycle racks or anywhere else in the Village. It is strongly recommended that U-bolt locking devices are used for securing bicycles throughout the Village.

### **Car Parking and Motorbikes**

The Village has limited parking spaces available and may not be able to provide parking facilities to all residents of the Village.

A resident must have a valid Village parking sticker to be able to park within the Village.

Any vehicles that do not display a current and paid up Village parking sticker or which are not parked in the bays provided may be fined, clamped or towed away.

Several visitor parking spaces are available within the Village and are clearly displayed as such. Visitor parking spaces must be left clear for visitors. Visitors who park in non-visitor areas will be clamped, fined and/or towed away.

Several disabled parking spaces are also available and these spaces are strictly for residents with disabilities, who display a Mobility Parking Permit. Vehicles parked in a disabled parking space not displaying such permit may be fined, clamped or towed away.

The Village is not liable for any damage to and/or theft of any vehicle or property left within the vehicle whilst the vehicle is parked in the Village.

### **Chalking**

"Chalking", a popular means of promoting events in the University, is prohibited in the Village.

Any chalking on Village roads, footpaths, parking areas or buildings will be removed immediately by Village management and the persons responsible for such actions will be charged for the cleaning.

### **Damage or Loss**

Proper care must be taken of all Village property. Removal of any Village property from its designated location will be reported to the police. The person responsible will be charged replacement costs and an administration fee of 20% of the replacement cost for each item taken. When responsibility cannot be attributed to a specific person, Village management reserves the right to divide the replacement or repair cost and an administration fee between all residents of the Village.

Residents are responsible for all damage to or loss of Village property in their assigned Room and Apartment. If the damaged or lost item was located in a Room then the resident of that Room will be held responsible and billed. If the damaged or lost item was located within an Apartment then all residents who reside in the Apartment will be held responsible and billed an equal share unless responsibility can be attributed to a specific person. In addition, persons deemed responsible by Village management may be subject to disciplinary action

Residents are also responsible for the conduct of their guests and any misconduct, injury to any person or property damage, which their guests cause.

### **Flyers**

Flyers and posters may be posted only after they have been approved by Village management and then only at approved locations or on bulletin boards throughout the Village. Any materials posted anywhere else will be removed and cleaning charges will be billed to the responsible individuals.

### **Grounds and Gardens**

An extensive landscaping plan has been implemented for the Village and the grounds are maintained by Village management. If you notice areas in need of attention, please let the Village administration office know. Please help in keeping the Village free of litter. Residents must not remove, damage, cut or break any foliage off plants or trees.

### **Hazardous Material**

Hazardous materials including automotive or industrial batteries, chemicals, charcoal fluid, propane, fuelled camping lanterns, kerosene, and corrosive materials like acid and explosives, must not be used or stored in or around the Village because of the safety risk to you and other occupants of the Village. If a material is deemed hazardous, Village management will arrange for its removal with the cost of arranging such removal to be charged to the owner of the material.

Do not pour motor oil or any other hazardous material on the ground or down any drain. Motor oil is a hazardous waste material and cannot legally be recycled or discarded at the Village.

### **Pest Control**

Any infestations that are found to have been introduced by a resident(s) will result in charges being levied for the costs of the eradication of the pests. Good housekeeping is very important. Please ensure that food is not left out or uncovered and that waste is properly disposed of. It is unhealthy and attracts ants and other pests.

The Village employs a pest control company to carry out routine treatments. This company will only use chemicals that are permitted by law and which comply with Australian/NZ Standards as applicable.

Prior to any residential area of the Village being treated, 48 hours notice will be given to residents.

### **Pets**

No pets may be kept in the Village. Additionally, residents are not permitted to bring animals into any building of the Village. This Rule does not apply to the extent that it restricts the keeping of a guide or hearing dog.

### **Roofs**

The roofs of buildings in the Village are not constructed for pedestrian traffic. Residents must not go onto the roof of any buildings in the Village for both their own safety and to avoid damage. Resident(s) are responsible for and will be billed for any damage they cause to the roofs as a result of a breach of this Rule.

### **Rubbish Disposal & Recycling**

Residents are responsible for the frequent removal of all rubbish from their rooms and apartments. Multiple rubbish bins are available for you to throw away your rubbish. Residents are responsible for ensuring rubbish is placed in the appropriate rubbish and recycling bins.

In the interest of hygiene and aesthetics please do not place rubbish adjacent to or on top of rubbish bins. There are ample bins within the Village to cope with the garbage from all residents. Residents should not leave rubbish outside their rooms or apartments.

Any resident found not complying with these procedures will be fined at the discretion of Village management.

### **Running a Business from the Village**

Residents are not permitted to conduct a business of any description from their Room, Apartment or any other part of the Village.

### **Village Greens/Courtyards**

The Village greens/courtyards are for the use and enjoyment of all residents of the Village. Ball games such as rugby, soccer and cricket can be disturbing to other residents. Residents taking part in these

types of games must consider the rights and need of other residents. If a resident is directed to cease playing these types of games by the Duty RA or Village management they are to do so immediately

### **Wheelchair Access**

Wheelchair ramps, curb cuts, and building entry ways must remain clear at all times to allow residents and others who use wheelchairs free access to their Rooms/Apartments and other areas of the Village. Items blocking wheelchair access will be impounded and a fee charged to retrieve them.

## **Your Apartment / Room**

### **Apartment/Room Condition Form**

When moving into a Room/Apartment, a resident is expected to carefully inspect the Room/Apartment. Within 24 hours of moving in any damaged or missing items must be reported to Village management by returning the Room condition form the resident is given on arrival. This form includes a full list of all items that should be in the Room/Apartment. Village management will follow up on all reported problems and take corrective action as appropriate.

If a resident fails to advise Village management of any problem(s) within 24 hours of moving in, the resident will be taken to have been satisfied with the condition of the Room/Apartment and confirmed that the Room/Apartment was in a good and undamaged condition at the Commencement Date. Upon vacating a Room/Apartment, a resident will be billed for any missing or damaged items and for damage to the Room/Apartment not reported to Village management within 24 hours of moving into the Room/Apartment.

### **Carpet Damage**

Damage to carpet in a Room will be billed to the resident. Damage to carpet in an Apartment Common Area or in the common area of a Hall will be charged equally between Apartment and Hall residents respectively.

Village management will attempt to have soiled carpet cleaned at the expense of the resident(s) of a Room/Apartment. In the event that a stain cannot be removed, the carpet will be replaced at the expense of the resident(s).

Upon vacating a Room/Apartment all carpet must be in the same condition as it was in on occupation, taking into consideration general wear and tear. The cost of returning the carpet in a Room/Apartment to this condition, including the cost of having the carpet steam cleaned, will be charged against the resident(s)' Deposit.

### **Cleaning**

Village management will arrange:

- Sweeping, vacuuming and mopping of the external and internal common areas of the Village (e.g. laundry, administration & resource centre etc);
- Maintenance of the Village grounds and gardens;
- For flyers posted in non-designated areas to be taken down;
- For external garbage bins to be regularly emptied; and
- For cleaning external surface of buildings in the Village to be cleaned.

All residents are expected to:

- Clean and vacuum their Room on a regular basis;
- Maintain their Room in a hygienic manner; and
- Clean internal windows and walls in their Room.

Residents who live in Apartments are also expected to:

- Participate equally with other residents in keeping the Apartment Common Areas clean;
- Clean all appliances and surfaces within an Apartment;
- Clean the internal areas of the cook top, range hood, oven and refrigerator equipment; and
- Remove rubbish from the Apartment regularly.

Residents must supply their own cleaning materials and equipment in the Village.

Residents can arrange for their Room/Apartment to be cleaned professionally on a weekly or monthly basis for a fee. Details of fees associated with these services are available from the Village administration office.

Where it is brought to the attention of Village management that a Room/Apartment is not being cleaned or is unhygienic, the resident(s) of that Room/Apartment will be requested to thoroughly clean the Room/Apartment. If following such notification the Room/Apartment is not promptly cleaned to comply with basic cleanliness and health standards, Village management may arrange for the Room/Apartment to be cleaned at the expense of the Room/Apartment resident(s).

### **Cooking**

Cooking is only permitted in kitchens in Apartments and Halls.

Cooking equipment such as hot plates, rice cookers, electric woks and fry pans are not permitted in Rooms.

Barbeque grills and charcoal fluid may be a fire hazard and are not permitted inside buildings in the Village or outside on balconies, patios or decks.

### **Damages Charges**

Recipients of a bill for damage have 7 calendar days after the date of issue of the invoice by Village management in which to pay or request a review of the invoiced claim. If you have received an invoice for damaged or lost Village property, please take care of it immediately. Any invoiced claim not challenged within 7 calendar days of issue is no longer subject to review.

Standard charges for replacement of damaged furniture and fittings in a Room/Apartment are available from the Village administration office. It is impossible to price all items or maintenance services in the Village, as they are generally dependant on the damage caused. All repair work is carried out on a Do and Charge basis and will be invoiced at a rate equal to the actual charge from the supplier or contractor to the Village plus an administration fee equivalent to 20% of that cost.

### **Decorating Rooms and Apartments**

Murals are not permitted to be painted on any surface in the Village.

Most adhesives will remove paint. Please do not fix sticky stars or other adhesive decorations to the ceiling or elsewhere in your Room/Apartment and do not use tape of any nature. The use of nails or screws will damage the walls and the paint. If any holes are left in the walls and require patching you will be charged not only for fixing the holes but also for painting the entire wall.

Notwithstanding posters can be used to decorate Rooms and Apartments, please ensure that they are only affixed to walls using blutak or a similar non-marking re-usable adhesive.

### **Disabled Access**

A number of the Rooms, Apartments and buildings within the Village have been fitted with facilities to assist persons with disabilities. Interfering with or blocking these facilities in any way is considered misconduct and will result in disciplinary action which may include termination of a resident's Residential Agreement and their right to reside in the Village.

### **Dishware**

Residents are required to provide their own dishware in most villages. If your Room/Apartment is supplied with pots, pans, crockery and cutlery, it is the responsibility of each resident that the amount of inventory stated at the start of the year is maintained and present upon departure. Any concerns or requests to replace the pots, pans, crockery or cutlery should be submitted to the Village administration office for consideration.

If the Village is a catered facility, dishes and other items must not be removed from the Village or University catering outlets. This equipment belongs to the operator of these facilities and removal of their equipment, dishware and other items constitutes theft and will be prosecuted accordingly.

### **Early Release of Contract**

If a resident wishes to break their Residential Agreement (your contract with UC Accommodation Student Village) and leave before the designated End of Contract date (normally written as: 24 hours after your last University commitment), you must advise the Resident Support Officer at the Administration Office who will give you the appropriate form to complete and will arrange for an appointment with the Community or Deputy Community Manager for you.

Residents who have a **valid and acceptable reason** for an Early Release of Contract will be permitted to leave under the following conditions:

- All known outstanding charges up to the date of release must be paid in full at the time of application for release of contract;
- The resident forfeits their \$300 Contingency Fee;
- Forfeiture of any discounts that have been offered and applied against your account
- At the discretion of the Community or Deputy Community Manager an additional charge equivalent to your current weekly room rate may be charged up to a maximum of 4 weeks, plus any later outstanding charges. These must be paid before departure.

Failure to fully pay on departure will result in the debt being passed on immediately to a Debt Collection Agency.

If your reason for wishing to have a release of Contract is **not acceptable** to the Community Manager the following will apply:

- All known outstanding charges up to the date of release must be paid in full at the time of application for release of contract;
- The resident forfeits their \$300 Contingency Fee;
- Forfeiture of any discounts that have been offered and applied against your account;
- **plus** an additional payment of a sum equivalent to a **minimum of four weeks** of your current room fee, **plus** any outstanding fees.
- UC Accommodation reserves the right to charge on any other costs incurred by and directly related to any consequence of your early vacation of the Room up to and including full payment for all terms of this agreement.
- These must be paid before departure.
- Failure to fully pay on departure will result in the debt being passed on immediately to a Debt Collection Agency.

An acceptable reason would be leaving University and stopping all studies to return home. An unacceptable reason would be to move into a flat with your friends.

The resident can appeal a decision related to penalty payments for Early Release of Contract to the General Manager whose decision is final and binding.

### **Electrical Equipment in Rooms**

To prevent overloading electrical circuits and to conserve energy, please limit electrical equipment in Rooms to such items as computers, study lamps, clocks, electric blankets, small stereos, coffee makers, personal vanity items and other small appliances. These items must be maintained in good and clean operating condition. Appliances with open heating elements such as hot plates and electric heaters are prohibited in rooms and apartments unless provided by Village management.

### **Electrical Safety Reminders**

Residents must comply with the following fire and safety policies which are intended to prevent injuries in the Village and to ensure compliance with health and safety regulations:

- Never modify a plug by bending or removing prongs;
- If plug prongs break off and remain in the receptacle slots after insertion or withdrawal, do not attempt to remove them, contact the Village administration office for assistance;
- Extension cords should only be used when absolutely necessary and only on a temporary basis. If you must use an extension cord, we recommend using a multiple outlet power strip equipped with an internal circuit breaker. If you discover any faulty electrical equipment, please report this to the Village administration office;
- Do not "daisy chain" extension cords and/or power strips;
- Large appliances are not permitted in Rooms
- Promptly replace frayed or damaged cords.

### **Fix-it Requests & Repairs**

The Village has a substantial asset management and maintenance schedule, which is continually being implemented, to ensure that the Village is maintained in an excellent condition.

All maintenance in the Village is carried out by suitably qualified tradesperson who will be identifiable by a CLV Visitor Pass.

All requests for repairs or replacements in your Room/Apartment can be submitted via a "fix-it request" via the Website. Requests are processed Monday to Friday by the Village administration office. Residents should report any problem which they believe constitutes a safety or security risk to the Village administration office.

Depending on the nature of the problem, Village management do their best to ensure that urgent repairs are dealt with immediately. This may not always be possible due to the availability of contractors and parts required for repairs.

Residents are not permitted to repair or replace electrical, plumbing, heating, security equipment, glass or any other item in the Village nor are they permitted to contract with any third party for such repairs. The cost of any repair or replacement in the Village which is necessitated because of a deliberate act or the negligence of a resident(s) will be charged to that resident(s).

### **Furniture**

Furniture in a Room/Apartment is to remain in that Room/Apartment. It is not to be moved to another Room/Apartment, even on a temporary basis. Furniture is to remain inside Rooms/Apartments unless it has been nominated for outdoor use.

### **Heating**

In the interests of safety, heaters with an exposed element & small fan heaters are prohibited within the Village.

If heaters are not supplied in your Room/Apartment, it is recommended that residents only use enclosed column heaters.

Please use common sense when using the heaters. Do not leave heaters on when you leave your Room/Apartment. Do not place any items of clothing or any other article over or close to a heater.

### **Indoor Plants**

Indoor plants are permitted in Rooms and Apartments, but residents are reminded to be mindful of the needs of co-residents.

Residents must not water plants in the showers or sinks as this can create plumbing problems. All indoor plants must be placed on trays or other receptacles to avoid staining carpets.

### **Inspections and Building Condition Issues**

Subject to complying with the notice provisions, Village management reserves the right to enter any room /apartment:

- in the case of an emergency;
- at any time between semesters;
- for the purpose of inspection, maintenance or repair; or
- if requested to do so by a resident.

Residents must not change any lock or place any additional locks on any door to their Room or any other doors within their Apartment.

Inspections of rooms/apartments are undertaken to identify maintenance needs, ensure that health, safety and cleanliness standards are being maintained and enable planning for renovation or

refurbishment projects. Repeated failure to pass the cleaning inspections will result in charges to residents for professional cleaners to return the room and/or apartment to Village standards. Prior to vacating a Room/Apartment, residents may request a pre-inspection of a room/apartment by contacting the Village administration office.

**Keys/Swipe Cards**

Residents will be issued with keys and/or Swipe Cards, which enable access to their room/apartment and to Village common areas.

Swipe Cards that are lost must be reported to the Village administration office immediately and with appropriate identification, a resident will be issued with a new Swipe Card™ at a cost of \$50. If your Swipe Card is faulty please return it to the Village administration office and it will be replaced at no charge. If your Swipe Card is damaged please return it to the Village administration office and you will be issued with a new Swipe Card at a cost of \$50.

Residents are responsible for the keys issued to them. If a key is lost, report it immediately to the Village administration office and another key will be issued at a cost the amount of which will be dependant on whether the lock itself has to be replaced. The keys alone are \$50 per replacement.

Keys must not be duplicated and only Village management or a duly appointed locksmith can alter or repair a lock.

If you have lost your key and/or Swipe Card, locked yourself out of your room/apartment or if you have damaged the lock to your room/apartment, you will need to verify your identity at the Village administration office prior to the issue of a new key and/or Swipe Card or access being granted to your Room/Apartment.

If you are locked out of your Room/Apartment after hours contact the duty Resident Assistant. The duty RA has a master key with which to open your Apartment/Room door. On the first occasion you will be charged \$25 to open your Apartment/Room door. (This money is donated in full to a charity nominated by the Village.)

Village management strongly recommends that Residents keep their Room door locked when you they are not in their room/apartment.

**Kitchens**

Residents must clean the kitchen appliances in the Village after each use

If a Resident becomes aware that a kitchen appliance requires maintenance, they should advise Village management via the "fix it request" on the Website.

The cost of repairing or replacing damaged appliances and an administration fee of 20% of that cost will be charged to the person responsible for the damage or to all residents of an apartment/building if the person responsible cannot be identified. Faulty appliances will be repaired at no charge.

**Lighting**

Any light fixture provided by a resident in addition to existing lighting must not exceed 100 watts per fixture.

Residents are not permitted to repair or replace permanent light fixtures in their room/apartments under any circumstances.

As a matter of safety we ask residents not to change light globes themselves, but to report blown globes via a "fix-it request" on the Website.

**Maintenance Emergencies**

If there is an emergency situation after office hours, such as a flood, a shower that won't turn off, a Room door that won't lock etc please call the Duty RA and ask for assistance on the number listed in the Village handbook. All other requests for maintenance/repair must be submitted by a "fix-it request" on the Website.

If you submit a "fix-it request", you are deemed to have given Village management permission to immediately enter your Room/Apartment to carry out the requested maintenance/repair. Any questions or concerns about after hours emergency response should be directed to the Village administration office.

**Management Access to Rooms**

By signing a Residential Agreement, residents agree to give access to rooms/apartments on the following basis:

<b>Purpose of Entry:</b>	<b>Minimum Notice which must be given to you</b>
In an emergency or for urgent repairs	Without notice
To carry out repairs and maintenance which you have requested	Without notice
To carry out general repairs and maintenance	48 hours
To inspect the room/apartment	48 hours
To show the room/apartment to prospective resident	48 hours, but the room/apartment can during the last 14 days of your occupancy be shown a reasonable number of times after such notice has been given.

If Village management has reason to believe that you have abandoned the Room	Without notice
If Village management suspects that a person other than you is residing in the room or the apartment common areas	Without notice
If Village Management has reason to believe that there has been a serious breach of a rule	Without notice

Staff will check rooms for hygiene and maintenance purposes and every attempt will be made to give notice prior to these inspections. It is preferable that you are present but management reserves the right to check in your absence. We also reserve the right to enter your room to turn down loud music or for maintenance and safety concerns.

**Modifications to Buildings and Rooms**

Modifications to rooms, apartments or any other part of the Village such as installing shelves or hooks, adding new light fittings, changing light fittings, painting or repainting, or altering permanent fixtures are not permitted without the prior written approval of Village management.

Modifications undertaken without prior written approval will be removed and/or repaired at the resident's expense and the resident will be subject to disciplinary action at Village management's discretion.

**Moving Out Procedures**

Two calendar months prior to the end of the academic year all residents will be requested to confirm the date they will be vacating their Room/Apartment ("the vacation date") which must be prior to or on the Termination Date.

Residents must comply with the following procedures and requirements whilst moving out of their Room/Apartment in addition to any other reasonable requirements posted by Village management:

1. All residents will be assumed to be vacating their room/apartment on the Termination Date unless the resident advises Village management otherwise;
2. Prior to vacating a room/apartment all fees and charges payable by the resident under the Residential Agreement must be paid in full, or arrangements satisfactory to Village Management made for their payment;
3. If a pre-inspection of a room/apartment is required they must be arranged with Village management 14 days prior to the vacation date;
4. Subject to prior arrangement, Village staff will inspect rooms/apartments within 14 days of the vacation date and before the rooms/apartments are reoccupied;
5. Upon vacating a room/apartment it must be left in the same state of cleanliness and repair as it was in on the first day of occupation by the resident considering fair wear and tear and taking into account any notice the resident submitted to Village management.
6. All furniture and fittings within the room/apartment must be left in the appropriate rooms and if any are damaged or missing they will be charged for in accordance with these Rules; and
7. All personal belongings must be removed from rooms/apartments by 10:00am on the vacation date.

**Utilities**

Village management monitors utility usage throughout the Village on a continual basis, and maintains practices in an attempt to keep utility charges to an absolute minimum. In order to ensure that utility charges remain low Village management requests that residents keep their utility use to a minimum.

Subject to the Residential Agreement, Village management reserves the right to review the utility charges throughout the year, if we find that usage increases considerably.

**Vacuuming**

Vacuum cleaners are either provided in all of Rooms/Apartments for use by residents or are available for loan from the Village administration office. If a resident has borrowed a vacuum cleaner from the Village administration office and does not return it within the applicable loan period then a late return fee will apply.

Vacuum cleaners must be checked regularly by residents and emptied after each use.

If a resident notices that a vacuum cleaner is in need of repair they must advise the Village administration office by submitting a "fix-it request".

Any resident found to be abusing or deliberately misusing a vacuum cleaner will be charged for its repair or replacement. Vacuum cleaners are not designed to absorb liquid of any sort.

**Village Facilities**

**Computer, Telephone and TV Facilities**

The telephone & computing infrastructure installed throughout the Village is an essential part of the Village and residents must not tamper with or remove any part of it. Damage to the telephone and

computing infrastructure caused by resident(s) will be charged to the resident(s) responsible together with an administration fee equal to 20% of the repair/replacement cost.

The Village data network is designed to be more than adequate for residents' use unless congestion is caused. Congestion is generally caused when a resident(s) download large files such as movies. Resident(s) who download these type of files and who continue to do so despite a warning from Village management will be disconnected from the network.

Residents must adhere to the following protocols when using the Village data network:

- Only connect to the data port with the recommended cables and connections;
- Do not dismantle the data port;
- When connecting to the network, remember that others are doing likewise;
- Continually downloading large files may slow down the network and affect others and as such should only occur in limited circumstances;
- The network is not to be used for any criminal activity, including port surfing or computer hacking; and
- The network may be monitored by the University's network security services.

Each apartment at Ilam and Sonoda, and each common room at University Hall has a free to air television service connection which resident(s) must not tamper with or remove. SKY television is also available at each village.

### **Computer Rooms**

Full details on the facilities in the Computer rooms and how to use them are available from the Village administration office. The Computer rooms are operated by the University IT department and have been set up for the exclusive use of residents.

The Computer rooms are not manned, but are available for use 24 hours a day and can be accessed using a resident's Swipe Card. Residents must not allow access to the Computer rooms to non-residents or persons who are not personally known to them. Under no circumstances are the computer rooms to be left unlocked and no food or drink is ever to be consumed inside.

The Village is not responsible for any damaged or loss incurred by residents as a result of their use of the Computer rooms.

The cost of repairing or replacing damaged equipment in the Computer rooms and an administration fee of 20% of that cost will be charged to the person responsible for the damage or to all residents of the Village if the person responsible cannot be identified. Faulty equipment will be repaired at no charge.

### **Laundry**

For a fee, Residents can make use of the Village laundry facilities. Residents can access the Village laundry facilities 24 hours a day by using their Swipe Cards. Residents are expected to provide their own washing supplies and must ensure that they leave the area in a tidy state. Any laundry left in the Village laundry facilities which is not claimed within 7 days will be deemed abandoned and will be donated to a local charity.

The Village is not responsible for any damage caused to clothes or other items resulting from the use by residents of the Village laundry facilities.

The cost of repairing or replacing damaged laundry appliances and an administration fee of 20% of that cost will be charged to the person responsible for the damage or to all residents of the Village if the person responsible cannot be identified. Faulty appliances will be repaired at no charge.

### **Mail and Communications**

The primary means of communication within the Village is by email, so it is important that you inform Village management immediately of any changes to your email address. From time to time the Village will email/sms you to communicate information of an urgent, informative or promotional nature – by signing your contract with CLV NZ you agree to subscribe to this activity. General notices will also be posted on the Website and around the Village. Residents wishing to receive standard mail should use the mailing address listed in the Village handbook. When parcels are delivered by Australia/NZ Post, they will be kept at the Village administration office and you can check the board to find out if you have a parcel for collection. Residents are required to provide ID on collection of parcels.

While we accept mail from courier companies we do not accept any liability if the mail goes astray. Any arrangement to have mail delivered by courier is based on this understanding.

It is a resident's responsibility to regularly check their mail box. Any mail not collected within one month of its delivery may be returned to sender by Village management. Facilities for purchasing stamps and posting letters and parcels are available from the post office located on the University campus.

### **Recreational Facilities**

If the Village contains recreational facilities they are for the use and enjoyment of all residents of the Village. Non-residents, if they are registered with the Village administration office, are also allowed to use the recreational facilities but only if accompanied by a resident. Village management does not encourage the use of the Village's recreational facilities by non-residents on a regular basis and

reserves the right to restrict non-resident use.

Resident(s) who use the BBQ must keep it tidy and clean it after each use. There may be a security deposit for the BBQ.

### **Summer Letting and Storage**

Village management will remove any personal belongings from a vacated room or apartment. Items will be considered as being abandoned and will be disposed of at a cost to the resident. Any belongings left in a room after the departure date stated on the forms will be disposed of. Limited storage is available during summer at a small fee. Ask your office for details.

## **Your Wellbeing**

### **Absence from Room**

If you expect to be absent from your Room for more than 48 hours, please inform the office, and leave an emergency contact number. You do not have to tell the office where you are going, we just want to know how to contact you urgently if we need to, and so we will not worry.

If you are detained away from the Village for any reason, please contact the Village administration office and leave a message if it is unattended.

Should another resident or a Resident Adviser report to Village management that you have not been seen for 48 hours and you have not advised us of your intended absence or there is a reason for concern, Village management reserves the right and has the authority to enter your Room/Apartment to check that you are okay.

If you are reported as being absent for more than 72 hours, and we have no records of your whereabouts, Village management will report you as a missing person to the police. If you are under 18 years of age we will also contact the person nominated as Guarantor in your Residential Agreement.

### **Alcohol and other Personal Issues**

Personal issues, such as academic stress, alcohol abuse, depression and eating disorders may strain relationships in a living situation. It is both a resident's right and a resident's responsibility to seek help when such issues become disruptive.

Studies on alcohol abuse within universities show that there are significant secondary affects for roommates and friends of those who drink excessively. A resident's concern about protecting a roommate's privacy, where excessive drinking is involved or otherwise, should not keep them from getting support personally or for that other person.

If a resident is worried about a friend or if the behaviour of another resident affects the living habits of others, the resident should endeavour to seek help for that other person. Sources of help such as University health & counselling services are listed under "handy phone numbers" at the back of the Village handbook.

UC Accommodation Student Village promotes a sensible and responsible attitude towards alcohol. Specific rules for each Hall can be found in a resident's room on arrival.

Reasonable and responsible use of alcohol is important for the well-being of the community. Residents emphasise in surveys that they support particular vigilance about excessive noise and anti-social behaviour.

UCA suspends and expels residents for poor behaviour. UCA occasionally refers residents to the university proctor (the person responsible for investigating breaches of discipline at the university) or the police. The reference is usually because of poor behaviour associated with alcohol. The university often withholds grades from students under investigation and can expel or otherwise restrict a student from progressing because of discipline problems.

Any alcohol confiscated is given to outside groups such as the emergency services and community organisations who provide valuable support to our community. Any fines associated with alcohol misuse are collected and donated to charities chosen by residents.

We aim to create a climate that enables individuals to make a free and informed choice as to the level of their alcohol consumption, in an environment free of social pressures to drink to excess.

Alcoholic drinking games and other activities that promote binge drinking are not permitted at the Village. Drinking games tend to encourage excessive drinking and drunkenness, tend to inhibit all other social interaction and pressure players to drink over their limits. Such activities can quickly make a participant very intoxicated and are dangerous. The host of the party and other participants may be held responsible for any negative consequences of excessive drinking.

Residents are required to comply with any policy, rule or guideline published by the University which relate to the consumption of alcohol and will be in breach of their obligations under the Rules and their Residential Agreement if they fail to do so.

### **Candles/Incense**

Due to risk to life and property, candles, torches, incense, shisha pipes and other open flame devices are strictly prohibited anywhere inside or around buildings in the Village including in Rooms and Apartments. Burning of the above devices is likely to set off the smoke detectors in your Room/Apartment. Residents will be required to pay the cost of the fire brigade attending together with any charge imposed by Village management if a false alarm occurs because of a resident's failure to

comply with this Rule.

### **Conduct Issues**

Residents and their guests in the Village are to show respect for order, morality, personal honour and rights as members of the Village community.

Residents are responsible for their guests and will be held financially accountable for any breach of the Rules or misconduct by their guests.

### **Discipline and Misconduct**

Misconduct is an action or series of actions that breach your Residential Agreement, these Rules, any laws or any other generally accepted standard of behaviour. Depending on the nature of a resident's misconduct, Village management is entitled to take the disciplinary action detailed in a resident's Residential Agreement and/or these Rules and reserves the right to refer any occurrence of misconduct to the University and/or the police if in their absolute discretion they determined that course of action is appropriate.

Disciplinary action includes but is not limited to admonition, probation, fines, community work, termination of a resident's Residential Agreement and the requirement for the resident to leave the Village.

Except in circumstances where Village management do not consider it feasible (at its absolute discretion) for a resident to retain the right to reside in the Village, a warning by email or in writing will describe the unacceptable behaviour, the right of Village management to require the resident to leave the Village and the steps which the resident must take to retain the right to continue to reside in the Village. Should a resident fail to respond in an acceptable manner to an email or written warning and continue to behave in a manner that is detrimental to the well-being of the Village community, the resident may then have their Residential Agreement terminated and be required to leave their Room/Apartment and the Village.

In circumstances of serious misconduct, as determined by Village management at its discretion, Village management is not required to give any prior warning or notice of its intention to terminate a resident's Residential Agreement except if to do so would breach a specific term of the Residential Agreement or any legislative requirements.

A resident required to leave the Village for disciplinary reasons will not ordinarily have the opportunity to return to their Room/Apartment except via prior arrangement with Village management and then only to collect the resident's possessions and under the supervision of Village staff.

In the event that a resident is asked to vacate a Room for disciplinary reasons, no fees will be refunded and the Deposit paid by the resident in accordance with the terms of the Residential Agreement will be forfeited.

If a resident has had their Residential Agreement terminated and been asked to leave the Village, Village management reserves the right to refuse to accept an application for residency in the Village from that resident in the future for such time as it sees fit.

### **Drugs**

The possession, cultivation, usage, or selling of any non-prescribed or illegal drugs and/or the possession of any equipment to aid the use of illegal drugs or substances is prohibited.

Any breach of this Rule, in any form, by a resident is considered serious misconduct and as a consequence Village management reserves the right to terminate a resident's Residential Agreement and also report the incident to the police.

### **Emergencies**

At the back of the Village handbook you will find all the numbers to be called in the event of an emergency.

For any life-threatening emergency call '111' to summon fire, police and ambulance services.

False alarms waste the time of emergency services and Village management and may result in disciplinary action and the imposition of fines and charges.

You are responsible for familiarising yourself with the location of alarms and fire fighting equipment in your Room/Apartment and in the common areas of the building in which your Room/Apartment is located, and with the emergency procedures for the Village. Fire safety information is posted in all Rooms/Apartments.

### **Evacuation**

Evacuation maps are posted in various parts of the Village indicating your location in relation to the nearest exit and steps to take to vacate the premises. Please familiarise yourself with the location of all exits from your Room/Apartment and the building in which your Room/Apartment is situated. Evacuation maps are part of the fire equipment of the Village and must not be tampered with.

In the event of an evacuation, please report to your building's assigned emergency assembly point for further instruction from your assigned Evacuation Warden or RA.

The Village is regularly inspected by the fire brigade for safety and fire code compliance. Residents are required to keep common areas clear of any items which may affect safe egress from buildings. Whenever Village management encounter these obstructions or are informed of their presence, they will proceed to remove the obstructions to ensure fire code compliance.

If Village management is required to remove items left in common areas, residents will be charged, with repeated violations incurring escalating charges.

### **Exit Signs**

Exit signs have been located throughout the Village for the personal safety of residents and visitors. Exit signs are not to be tampered with, disconnected or removed. Playing of ball games in Rooms, Apartments and common areas of buildings could potentially damage exit signs and is therefore prohibited. Residents will be charged for any damage caused to signs and where the person responsible for the damage cannot be identified all residents of the Apartment or building will be charged an equal share of the cost of repairing the damage.

### **Fire Alarms**

Never assume that a building alarm goes directly to the fire brigade. Always call '111' in an emergency situation, or the Duty RA if you are unsure what to do when you hear an alarm.

The fire brigade is obligated to respond to any alarm regardless of the cause. Any resident found to have set off a false fire alarm, whether purposefully or because of carelessness, is responsible for any charges levied by the fire brigade and may also be subject to fines and disciplinary action.

Never shower with your bathroom door open as excessive steam can set off a fire alarm.

### **Fire Equipment**

Fire blankets/extinguishers are located in all kitchens. These are to be used for small fires only such as stove top fires where oil has ignited. Used fire blankets/extinguishers must be returned to the Village administration office for immediate replacement.

Fire equipment that is not in working order jeopardises the safety of all residents and as such Village management will regularly be checking all fire equipment including fire extinguishers and hoses, fire alarm boxes, smoke detectors, exit signs and evacuation maps.

It is against the law to tamper with fire equipment including removing or covering exit signs, damaging exit signs, altering the function of door closers, disabling or covering smoke detectors, discharging fire extinguishers for any purpose other than putting out a fire and doing anything that may compromise the proper functioning of fire equipment. Violators will be subject to substantial fines, possible criminal penalties and disciplinary action which may include termination of a resident's Residential Agreement.

Any fire equipment repair or replacement that results from resident misconduct will be charged to the resident(s) responsible. If the responsible party cannot be determined, the fine and related damage will be charged to all residents of the building or Apartment as the case may be in equal shares.

### **Hazing/Initiation**

Hazing is defined as any mental or physical requirement or obligation placed upon any person or group of persons which could cause discomfort, pain, fright, disgrace, injury or which may be personally degrading or which violates any University policy, Village policy or law.

Hazing in any form is completely unacceptable in the Village. Any resident who is found to be involved in hazing will be reported to the appropriate authorities and will be subject to disciplinary action at the discretion of Village management which may include immediate termination of their Residential Agreement and revocation of their right to remain in the Village.

### **Insurance**

The Village assumes no responsibility for the personal property of residents and their guests. Residents should maintain insurance protection against loss and damage to or theft of personal property.

### **Noise**

Every resident is responsible for the maintenance of good order and reasonable quietness in their Room and Apartment.

Residents must at all times show proper regard for others. Radios, televisions, stereos, musical instruments and other audio equipment should be adjusted so as not to disturb other residents of an Apartment or the Village.

Residents must at all times adhere to the Village "Noise Policy", a copy of which is contained in the Village handbook or can be obtained from the Village administration office or Website.

### **Obscene, Harassing or Discriminatory Behaviour**

Village management is committed to ensuring that anyone who is part of the Village community treats, and is treated, at all times fairly and equitably, in an environment which is free of harassment and discrimination. All people have the right to be treated with dignity and respect, regardless of their sex, marital status, pregnancy, race, religion, disability, age, political beliefs, family responsibilities, parental status, sexual orientation, industrial activity, gender identity or physical features.

The Village has a "Zero Tolerance Policy" with respect to discrimination and harassment of any kind.

All residents have a responsibility to comply with this policy, a copy of which is contained in the Village handbook or can be obtained from the Village administration office or Website. A breach of this policy is likely to result in disciplinary action, and in some instances, referral to the appropriate authorities.

The Village recognises the sexual harassment policy of the University, a copy of which can be found on the University's website.

Placement of any obscene or harassing telephone calls by a resident is completely unacceptable and is treated as a serious disciplinary issue by Village management. Anyone receiving such a call should report it immediately to the Village administration office, who in turn will contact University security. Outside general office hours, report such calls to the duty Resident Adviser or to University security.

Any resident who is found to be making obscene or harassing telephone calls will be subject to disciplinary action at the discretion of Village management which may include immediate termination of their Residential Agreement and revocation of their right to remain in the Village. Village management also reserves the right to refer the matter to the appropriate authorities.

Residents who have been victim of any form of harassment are advised to contact the University's health & counselling service for support.

### **Overnight Guests & Unauthorised Occupancy**

While Village management does not encourage overnight guests it is understood that on occasion this will occur. Residents are permitted to have guests for short periods of time with the approval of the other residents of the Apartment. Extended visits are not permitted and residents must not in any circumstances allow any other person to reside in their Room or the Apartment Common Areas.

To ensure compliance with fire and safety regulations, and in consideration of the rights of other residents of an Apartment, the following procedures must be followed.

- All residents of an Apartment must be aware of a guest staying overnight and have their given approval to this;
- A guest must be registered at the Village administration office;
- A guest must be accompanied at all times by a resident and must never be given a Swipe Card or Room key; and
- A guest cannot stay more than two nights in any given period of seven days.

Overnight guests are not permitted during the first two weeks of each semester, nor are they permitted during the Study Break, Exam period or the holidays.

Any person found to occupy a Room, where the above procedure has not been followed, will be deemed as unauthorised, and the resident of the Room will be charged \$55.00 for each night the unauthorised person has stayed and will be in breach of their Residential Agreement. The unauthorised guest will be expected to vacate the village immediately.

A guest must leave the Village immediately if requested to do so by Village management whether or not the above procedure has been followed.

Residents must ensure that any guest or other person who is in the Village at the invitation of the resident or in the residents company complies with the Rules and any reasonable directions given by Village management and does not do anything which a resident is prohibited from doing under the Rules and their Residential Agreement.

### **Parties and Special Events**

If a building or an Apartment has a party or other event, residents are expected to clean up immediately following the event including spills, stains, removal of rubbish, restoring furniture to its proper configuration, vacuuming and cleaning surfaces. Liquids left on any surface overnight may cause extensive damage.

Residents must comply with the "Party Policy" at all times.

### **Political and Religious Views / Solicitation**

Residents are encouraged to discuss and debate their political and religious views, however, no resident has the right to force their opinion and views on another in a way that is abusive or which causes physical or emotional harm or distress, and no person may be discriminated against or oppressed because of their beliefs.

Solicitation is an uninvited or unwanted attempt to make contact with a resident for the purpose of promoting religious beliefs, engaging political views, or encouraging the purchase of items or tickets to an activity or event, or membership to a club or organisation. Solicitation is prohibited in the Village.

### **Privacy and Quiet Enjoyment**

All residents are entitled to privacy and quiet enjoyment in their Rooms and Apartments, both from Village staff and other residents. Residents must be respectful of noise levels and allow other residents the degree of privacy they desire.

When entering another resident's Room or Apartment please knock on the door and do not enter uninvited.

Resident Assistants hold a set of keys when on duty to deal with lockouts and emergencies. Resident Assistants are not permitted to open Room doors for any reason without the permission of the occupier, except in emergencies. Any person requesting entry into another person's Room will be denied access unless the occupier gives permission in writing.

### **Resident Advisers (RAs)**

As part of the Residential Program at the Village a number of senior students assume the position of Resident Adviser. The role of an RA is to give support and advice to residents. Full details on the role of an RA can be obtained from the Village administration office.

RAs must respect the privacy of residents and residents must in return respect the privacy of RAs

### **Security Issues**

The Village strives to provide its residents with a safe and secure atmosphere that is conducive to the academic life of each resident.

Complacency often results in burglary, and we often think that "it will never happen to me" but when it

does we are shocked and look to blame someone other than ourselves. With this in mind, there are several ways in which residents can further increase their level of security by:

- Ensuring that your Room/Apartment door closes and locks behind you when you enter or leave your Room/Apartment;
- Ensuring that building external doors are kept locked at all times;
- Not propping open doors;
- Disallowing people that you do not know from following you into a building;
- Getting to know your neighbours;
- Never lending your key or Swipe Card to another person;
- Not leaving your Apartment key under a pot plant, door mat or on the frame of the door jamb;
- Not leaving windows wide open when you are not in your Room/Apartment;
- Not leaving money or valuables in full view when you are not in your Room/Apartment.
- Securing your bike to a bike rack using a quality lock such as a U-bolt; and
- By notifying the office or University security if you notice any suspicious people or behaviour in or around the Village.

### **Smoking**

Smoking of any substance is prohibited in all Village buildings. Violation of this policy may, at the discretion of Village management, result in disciplinary action and a fine.

Smoking of cigarettes is permitted outside of Village buildings but at least 10 metres away from doors and windows, with the exception of Sonoda which entirely smoke free. Smokers must dispose of their cigarette butts. If cigarette butts are found in the area surrounding Village buildings, residents of that building will be fined and also charged for their removal.

Residents who wish to stop smoking should contact the University health & counselling service for assistance.

### **Student Records**

Village management are bound by the Village "Privacy Policy", a copy of which can be found in the Village handbook or can be obtained from the Village administration office or Website.

In signing your Residential Agreement, you have authorised Village management to liaise with the University to verify that you are a student of the University.

It is a resident's responsibility to ensure that Village management has their up to date personal details. Residents can update their personal details held by the Village by contacting the Village administration office.

### **Trespassing**

The Village has no gates and boundary walls to keep out trespassers and we encourage the University community to visit and see the Village facilities.

Unauthorised persons (including non-residents, uninvited visitors or any other person(s) deemed to be unauthorised by Village management at its absolute discretion) will be asked to and must leave the Village.

Any person whose behaviour is unacceptable, or who is behaving in a suspicious manner will be asked by Village management to leave the Village and if they do not leave the Village will be trespassing.

Unauthorised persons and residents who have been asked to leave but have not left the Village after having their Residential Agreement terminated will be trespassing.

Village management reserves the right to report all trespassers to the police.

### **Visitors**

A visitor is defined as a person who is meeting with a resident for a short period of time, while a guest is defined as a person who is staying overnight with a resident.

All visitors are required to leave the Village by 12 midnight. Any visitor present in the Village after midnight will be considered an "unauthorised person" and the resident responsible will be charged \$55.00 accordingly.

Overnight guests are not permitted during the first two weeks of each semester, nor are they permitted during the Study Break, Exam period or the holidays. Residents who allow a visitor to stay over these times will be fined and charged the room rate for each night the unauthorised guest has stayed. The unauthorised guest will be expected to vacate the village immediately.

### **Weapons/Firearms**

The possession of weapons (sword/knives etc.) or fire arms (guns etc.) by a resident and/or their guests within the Village is forbidden. If a resident is found to be in possession of a weapon or firearm, Village management will take disciplinary action which may include termination of a resident's Residential Agreement, confiscation of the weapon/firearm and also reserves the right to report the incident to the police.