



## Admissions & Conditions of Residence Procedure & Guidelines

Version: 1<sup>st</sup>

**Responsible To:** Head of College & CEO – John XXIII College

**Pertains To:** Residents (Accommodation Agreement Holder) – John XXIII College

**Supported By:** Deputy Head of College – John XXIII College  
Staff – John XXIII College  
Collegiate Team – John XXIII College

**Monitored By:** Head of College & CEO – John XXIII College

### Procedures

#### **ADMISSION OF NEW RESIDENTS**

1. The admission process for prospective new Residents will involve three steps:
  - a. i) ANU students apply through the ANU Accommodation Online System, listing John XXIII College as their preferred option or
  - ii) Non ANU students apply directly to the College.
  - b. Log on to the College's Portal and complete the online forms that provide additional information about the applicant,
  - c. Undertake an interview with the Head of College or the Admissions Officer.
2. The Admission Guidelines used to assess new applicants during the interview are:
  - a. Enrolment in or a staff member in a Tertiary institution,
  - b. Evidence indicating they have a reasonable chance of successfully completing the degree they are enrolled in,
  - c. Evidence that they will fit in or gain a benefit from being a member of a collegiate College,
  - d. Ability to contribute to the College experience.
3. On the basis of the interview and the information supplied by the applicant, the prospective Resident will be placed in a priority list.
  - a. The priority list will reflect ANU priorities:
    - Guaranteed vs Non-Guaranteed places,
    - International students.
  - b. The Head of College will use the priority list when selecting which successful applicants will receive an offer of accommodation at the College.
4. The offer of accommodation and membership of the College is only for one (1) academic year (or in some cases the semester), for which the offer is made.
  - a. Residents offered a place at the College in the coming year must:
    - i) Log on to the College Portal and:
      - Accept the offer and
      - Accept the "Accommodation Agreement."
    - ii) Pay a deposit and any associated fees by the date specified in the offer, before their place at College is confirmed.
5. By accepting the College's offer of accommodation and membership of the College, the Resident is accepting and agreeing to:
  - a. Abide by the College's Ethos, as defined by:
    - i) The College's Vision and Mission Statement,
    - ii) The College Values.
  - b. Abide by the College's Policies and Procedures and their Accommodation Agreement,



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- c. Take responsibility for their own:
  - i) Wellbeing and safety and inform the College when issues arise,
  - ii) Behaviour and its consequences that are appropriate to the needs of living in a large community.
- d. The College's likely contact with or the involvement of parents / guardians in appropriate circumstances relating to the welfare and safety of its Residents.

### PROCEDURE – ADMISSION OF RETURNING STUDENTS

1. Residents wishing to renew their Accommodation Agreement for another semester or year, apply for an invitation to return when the College publishes the "Expressions of Interest to Return".  
NB.
  - This applies to ANU and non ANU students,
  - This will be done via the College online portal.
2. Returning Residents will be required to pay a non-refundable Application Processing Fee (which is included in their deposit).
3. Returning Residents will be assessed by the Head of College or their delegate, using the criteria listed in this policy, before being placed in a priority list. Those that have fulfilled all the criteria will be given a place at the College in the coming year.
4. Around October of each year, all Returning students who have met the criteria for ongoing membership of the College will receive a "Tentative Accommodation Agreement" for the coming year.
  - a. This must be signed via the College online portal and they must then pay the College a deposit which includes the first instalment of their fees (Residential Fees and Annual Fees & Levies, by the specified date,
  - b. This Agreement will be "confirmed" once the Semester 2 results are released at the start of December and the Resident has received adequate grades for all of their courses,
  - c. Residents wishing to return in the coming year who are on Academic, Behavioural or Financial Probation will not receive a Accommodation Agreement until their probationary status is resolved and there is clear evidence of an improvement,
  - d. Residents who fail courses in Semester 2 will have their "Tentative Residential Agreement" reviewed (See Appendix 1),
  - e. Residents who decide to withdraw from College after the Semester 2 results are released have five (5) days to notify the College of their intention to leave in order to be eligible to receive a full refund of their annual deposit (if paid) less the non-refundable Application Processing Fee.

### PROCEDURE – ONGOING MEMBERSHIP OF THE COLLEGE

1. A Resident's membership of John XXIII College is for the length of their Accommodation Agreement (one (1) academic year or one (1) semester), subject to the member fulfilling the following five (5) criteria (see Appendix 1 for more details):
  - a. Academic Commitment
    - i) A Resident must make continual progress towards the conferral of their degrees to be eligible for residency at John XXIII College. That is:
      - Be enrolled as a fulltime student,
      - Attain academic results with no failures during the year.



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- ii) Residents who obtain one or more fails are “At Risk” and must demonstrate “clear improvement” after every semester that contained fails.
    - iii) Residents on Academic Probation will be placed on a reduced priority status and will be allocated a place at College in the coming year, if there are spare spaces available. They may be required to show cause as to why they should be given priority above new students.
    - v) Residents on Academic Show Cause will be required to show cause as to why they should be accepted back into the College.
    - iv) ANU Students not accepted back into ANU or not enrolled at ANU will not be accepted into the College.
  - b. Financial Responsibility
    - i) A Resident shows Financial Responsibility by meeting their commitments as set down in the College’s Fees Schedule,
    - ii) A Resident on Financial Probation at the end of the year is not meeting their commitment and will be required to show cause why they should be accepted back into College.
  - c. Contribution to the Life of the College
    - i) A Resident is expected to participate in the life of the College,
    - ii) This means that a Resident would need to be able to show that during the year they had participated positively in some way, to the activities of the College.
  - d. Personal Conduct
    - i) A Resident’s personal conduct is acceptable if they are not in conflict with the Resident Behaviour Policy,
    - ii) A Resident on Behavioural Probation at the end of their Accommodation Agreement is not meeting this commitment and may be required to show cause why they should be accepted back into College.
  - e. Care and Use of the College Facilities
    - i) To meet this commitment a Resident is expected to look after the College Facilities and help keep it clean and undamaged. This includes the inventory items in the Resident’s room.
2. Residents who fail to meet any of the above five (5) (a-e) criteria may be:
  - a. Suspended from College membership at any time during the academic year, or
  - b. Excluded from membership of the College at any time during the academic year, or
  - c. Required to show cause as to why they should be accepted back into the College, or
  - d. Not accepted back into College in the coming year or semester, or
  - e. Only offered a 1 Semester Accommodation Agreement in the coming year, with the option of extending it to a full year on meeting a required standard.
3. Residents who are suspended from membership of the College:
  - a. Temporarily have to leave the College and return their keys,
  - b. Are required to maintain their payment of fees for the period of the suspension, as their rooms are held for them,
  - c. Inform the College of where they will be staying during the suspension.
4. Residents who are expelled are:
  - a. Excluded from membership of the College from a specific date,
  - b. Have to leave the College permanently and cease paying fees from that specific date,
  - c. Not able to return to College, even as a guest, without the specific permission of the Head of College.



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### PROCEDURE – PRIVACY

1. Residents over the Age of 18
  - a. The Resident is an adult, who has signed (or accepted) their Accommodation Agreement with the College and is therefore the client of the College,
  - b. As per the Privacy Act all communications about their issues with them living at the College will be with the Resident,
  - c. The exceptions to this are:
    - i) Where another party has agreed to pay the Residents College fees (the Account Holder), then communications about fees will be with this party,
    - ii) Where the Resident provides written authority to the College to communicate with another party, then the College will provide relevant information to this party,
    - iii) Where the College believes on reasonable grounds that the disclosure is necessary to prevent or lessen a serious and imminent threat to the life or health of the Resident concerned or of another person, then they will communicate the relevant information to the people involved,
    - iv) During a Critical Incident involving a Resident, where the College Policy requires the emergency contact or next of kin to be notified of the incident.
2. Residents under the Age of 18
  - a. The Resident is not legally an adult and has had their contact countersigned by a parent or guardian and the parent or guardian are the client of the College,
  - b. All communications are with the Resident in the first case,
  - c. The parent or guardian will be kept informed of significant issues relating to the Resident's living at the College.

### PROCEDURE – CANCELLATION OF THE ACCEPTANCE OF OFFER

1. Residents wishing to cancel their Acceptance of an Offer must do so in writing to the Admissions Officer.
  - a. The effective date of cancellation shall be the date the Admissions Officer receives the written advice.
2. Students may seek a refund of their deposit (excluding the non-refundable Application Processing Fee), if their letter of cancellation has arrived at least one (1) week before the scheduled first day in College for their group.
  - a. A Cancellation Fee may apply,
  - b. In cases of hardship the student may appeal to the Head of College for special consideration in regard to the fees that have been charged to their account.

### PROCEDURE - WITHDRAWAL FROM THE COLLEGE AND TRANSFERS

#### Withdrawal

1. Residents are allowed to withdraw from the College at the end of each semester without penalty, provided they provide the Head of College with four (4) weeks' notice in writing of their intention to depart, or alternatively make the appropriate payment in lieu of notice.
2. Residents who withdraw from College during a semester must submit written advice of their intention to the Head of College. They are then required to pay the penalty specified.

NB.

This includes those Residents wishing to transfer out of the College out of the normal transfer period.



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3. The financial penalties for withdrawing from College are:
  - a. Residential Fees (rent) which continues to be payable until a new Resident takes the departing Resident's place, even if this takes till the end of their original Accommodation Agreement Period,
  - b. A \$500 non-refundable Administration fee is payable to the College,
  - c. The forfeiture of all Annual Fees & Levies payable in the semester of the withdrawal. Annual Fees & Levies are refundable only if the Resident breaks Accommodation Agreement with the College prior to starting first or second semester. All Annual Fees & Levies are non-refundable after each semester begins.
4. The exception to (2) above is:
  - a. Residents who withdraw completely from their course of study at ANU may leave the College but they should produce a letter from the University permitting the withdrawal or deferral from their programme,
  - c. They are required to pay a reduced penalty for breaking their Accommodation Agreement.
    - They must pay full rent until their room is re-let up to a period no greater than four (4) weeks from the date they produce the letter to the Head of College.

### Transfers

1. When a Resident wishes to transfer out of the College to another ANU College or Hall for semester 2, the Resident will:
  - a. Apply via the ANU transfer process and be successful,
  - b. Will be refunded their semester two portion of the Annual Fees & Levies,
  - c. Will not be charged a \$500 non-refundable Administration Fee.
2. The Head of College may, at his discretion, approve moves between on-campus residences at other times, provided the other on-campus residence agrees to the transfer.

### **PROCEDURE – APPEALS**

1. A Resident may seek a review of any decisions made under this policy by writing to the Head of College.
2. The Head of College may confirm or vary any such decision.

### **APPENDIX 1 – ONGOING MEMBERSHIP OF THE COLLEGE**

#### **Introduction**

1. A Resident's membership of John XXIII College is for the length of their Accommodation Agreement (one academic year or semester), subject to the member fulfilling each of five (5) criteria.
2. Residents who fail to meet any of the above five (5) criteria may be suspended.

#### **Academic Commitment**

1. A Resident must make continual progress towards the conferral of their degrees to be eligible for residency at John XXIII College. That is:
  - Be enrolled as a fulltime student,
  - Attain academic results with no failures during the year.
2. Residents who obtain one or more fails are "At Risk" and come under the College's Academic Policy and are required to demonstrate a "clear improvement".



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- When deciding if a Resident has met the criteria, after being identified as being at Risk – a Resident on the status of at Risk or Academic Warning is deemed to have “tentatively” met the criteria.
- Residents on Academic Probation will be placed on a reduced priority status and will be allocated a place at College in the coming year, if there are rooms available. They may be required to show cause as to why they should be given priority above new students.
- Residents on Academic Show Cause will be required to show cause as to why they should be accepted back into the College.
  - If successful in their show cause they will be moved to Show Cause – Academic Probation and placed on reduced priority for return and may receive a “Tentative” Semester 1 Accommodation Agreement. This would be extended to a full year agreement on the Resident passing all of their semester 1 courses.
  - If unsuccessful, the Resident will not receive an Accommodation Agreement for the coming year.
- ANU Students not accepted back into ANU or not enrolled at ANU will not be accepted into College.

### Financial Responsibility

- A Resident shows Financial Responsibility by meeting their commitments as set down in the Fees Schedule.
- A Resident who is unable to meet their financial commitments is at “Financial Risk” and will receive a late payment fee and a warning from the Business Manager.
- A Resident who is having difficulty in meeting their fee payments may contact the Business Manager and arrange a personalized payment schedule that better meets their needs.
- College Bursaries are available for Residents suffering financial difficulty. They should contact the Business Manager for further information.
- A Resident who has more than two (2) declined payments and:
  - Not contacted the Business Manager about any financial difficulties, or
  - Has organized a personalised payment schedule and then fails to meet this new payment schedule will be placed on Financial Probation.
- Residents on Financial Probation have until the end of that semester to resolve the issue.
- A Resident on Financial Probation at the end of the year is not meeting their financial commitments.

NB.

  - These Residents will also have a Negative Service Indicator attached to their profiles which will result in the University withholding Academic Transcripts until all debts are cleared,
  - Residents with unpaid fees will be referred to a debt collection agency.

### Contribution to College Life

- A Resident is expected to participate in the life of the College.
- Residents will need to show that during the year they had positively participated in some way to the activities of the College. This could include (but is not limited to) participation in one or more of the College’s:
  - Religious Activities,
  - Community Service Activities,



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- Cultural Events,
- Sport,
- Educational Activities,
- Leadership Roles.

3. Socialising and attending parties is not counted as participating in the life of the College.

### Personal Conduct

1. A Resident's personal conduct is acceptable if they are not in conflict with the Resident Behaviour Policy with:
  - a. Repeated incidents requiring a Level 2 intervention, or
  - b. A Single incident requiring a Level 3 intervention.
2. A Resident on Behavioural Probation at the end of the year is not meeting this commitment.

### Care and Use of the College Facilities

1. To meet this commitment a Resident is expected to:
  - a. Keep their College room and all College facilities reasonably clean during their stay at the College,
  - b. Keep the College grounds and gardens tidy and free of rubbish and litter,
  - c. Leave their room at the end of each semester in the same condition (fair wear and tear excepted) as set out in their Room Inventory Report, signed at the start of the semester,
  - d. Take special care of the items within the College, including any furniture, furnishings and appliances,
  - e. Be responsible for any act or omission by a guest the Resident invites onto the College grounds,
  - f. Not intentionally or negligently cause or permit any damage to the College or College property,
  - g. Take care of all items on the Room Inventory and ensure all of these items remain in their room throughout the year. These items are accountable for at the end of the year,
  - h. Not to attach any fixture or renovate, alter or add to the premises,
  - i. Not carry out any decorating that involves painting, marking or defacing the College facilities without the consent of the Head of College,
  - j. Not bring items not approved by the Head of College onto the College grounds such as weapons, drugs, pets, kegs and double bed mattresses.

### APPENDIX 2 – Accommodation Agreement – 2017

#### 1. Residence Arrangements and Charges

By agreeing to the terms of this Agreement and paying the Residential Fees and Annual Fees and Levies required, you become a member of John XXIII College and you enter a legally binding Agreement with the College. You should note carefully your obligations as outlined below.

#### 2. Definitions:

- a) **Academic Week** is a week that falls within the relevant academic calendar of the course being studied.
- b) **Academic Year** is the period that contains Semesters 1 and 2 (from February to November) including semester and mid semester breaks.
- c) **ANU Halls and Colleges** includes any of the following ANU and affiliated on-campus accommodation – Bruce Hall, Burton & Garran Hall, Fenner Hall, Ursula Hall, Toad Hall, UniLodge and Burgmann College.
- d) **Commencing Resident** is a new Resident at the College.
- e) **College** refers to John XXIII College.



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- f) **College Policies** refers to the Policies found on the College website which also contains (information about College Fees, Levies and Fines) the College Policies and Rules that the Resident is required to follow to remain a member of John XXIII College.
  - g) **Member of College** is a Resident who has been accepted as a resident of the College and is eligible to access all the services and facilities provided by the College. The Accountholder is not considered a Member of College.
  - h) **Probation** means a Resident is on a warning and further infringements during the academic year could lead to suspension or exclusion. At the end of an academic year it could mean that a Resident is not able to return to College in the coming year. There are three types of Probation – Academic, Behavioural and Financial.
  - i) **Returning Resident** is a Resident who has been a member of the College in a previous semester.
  - j) **Resident** is both a Commencing Resident and a Returning Resident who has been made an official offer to reside in the College and has accepted the terms of this Agreement.
  - k) **Semester** is the teaching and exam period for a course and is of approximately 15 weeks' duration.
  - l) **Show Cause** is a process within the college for Residents who have been required to make a case for returning to College, because they have failed to meet the conditions of ongoing membership of the College, as outlined in Clause 3.8.
  - m) **Term** is half a semester with two terms being separated by a mid-semester break.
  - n) **Written Notice** must include the submission date and be submitted to the College Front Office in business hours; e-mailed notice is acceptable as written notice.
3. Commencing Residents
- 3.1 Admission to Residence
- a) The maximum period for which a place is offered, in this Agreement, is one academic year (Semesters 1 and 2).
  - b) To accept the offer, a Commencing Resident must log onto the John XXIII College Portal and accept the terms of the Agreement and also pay an Annual Deposit as specified on the Fee Schedule, by the required date.
  - c) The offer lapses if the Agreement is not agreed to and the Annual Deposit paid by the required date.
4. Returning Residents
- 4.1 Admission to Residence
- a) A Returning Resident must apply to return via the John XXIII College Portal by the due date in October. Applying to return after the advertised date may attract a late fee and may not be accepted.
  - b) A Returning Resident must meet the specific criteria as detailed in section 9. Those Residents who meet the criteria will receive a "tentative offer" of accommodation.
  - c) To accept the tentative offer, the Resident must log onto the John XXIII College Portal and accept the terms of Agreement and pay an Annual Deposit as specified on the Fee Schedule, by the required date.
  - d) The offer is made "confirmed" once the Resident successfully passes their end of year exams and the Annual Deposit has been paid.
  - e) A Resident who has not yet met the criteria and has their offer "on hold" will have to pay a smaller Annual Deposit to hold a place for them. Once they have met the criteria when the exam results are released in December, a confirmed offer will be made to them.
  - f) Any Resident who does not meet the criteria will not receive an offer of accommodation at the College.
  - g) An offer of a membership and residential place applies only for a maximum of one academic year (Semesters 1 and 2) for the year in which the offer is made.



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### 5. Transferring Residents

- a) A Transferring Resident wanting to come to John XXIII College must complete an ANU Transfer Form and return it by the required date to their current Hall or College. Transfer Forms submitted after the required date may not be accepted.
- b) A Transferring Resident must meet the specific criteria as detailed in section 9 to receive a tentative offer.
- c) To accept the tentative offer, the Resident must log onto the John XXIII College Portal and accept the terms of Agreement and pay an Annual Deposit as specified on the Fee Schedule, by the required date.
- d) The offer is made "confirmed" once the Resident successfully passes their end of year exams and the Annual Deposit has been paid.
- e) An offer of a membership and residential place applies only for a maximum of one academic year (Semesters 1 and 2) for the year in which the offer is made.

### 6. Rooms

- a) The College has a variety of room types – Standard, Large, Ensuite and Flat. There are a limited number of the larger rooms.
- b) A new Resident will be allocated to a Standard Room and returning Residents may request a larger room, which has a higher daily fee and a higher refundable room bond than a standard room.
- c) Priority for larger rooms goes to Residents in leadership positions and Residents in their later years at College.
- d) The College reserves the right to allocate any of the rooms to Residents when needed.
- e) If a Resident is upgraded to a larger room during the year, they will have to pay the higher rate for that room and increase their refundable room bond to the correct value.
- f) On arrival at College, a Resident is required to complete and sign a Room Inventory Report on the state of the room at the start of the Resident's occupancy of the room. Upon completion or termination of the Agreement, the Resident agrees to return the room in the condition in which the room was allocated to them.
- g) During any absence from the College, the Resident may not sublet their room or allow it to be used by other people.
- h) The College reserves the right to relocate a Resident to another room for maintenance purposes, conferences, trade purposes or any other purpose deemed reasonable and / or necessary by the Head of College.

### 7. Acceptance and Cancellation of a Residential Place

#### 7.1 Acceptance of a Residential Place

- a) Resident must log onto the John XXIII College Portal and accept the terms of Agreement and pay the Annual Deposit by the date specified in the letter/email of offer.
- b) By accepting the offer, the Resident is also accepting and agreeing to follow and accept the College's ethos, codes of conduct, rules, policies and procedures. The Resident also accepts responsibility for the cleanliness of the room and for all damage to the room or fittings during their stay at College caused by themselves, guest or visitors to their room.
- c) The College staff may exercise a right of entry into the Resident's room for inspection, repair, cleaning or other reasonable purposes, including welfare checks.
- d) The Resident agrees that the College is not liable for any liability or loss resulting from:
  - i) Any malfunction, breakdown, interruption or failure in relation to the supply of services to the College or room,
  - ii) Any theft of the Resident's personal property from the College premises,



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iii) Any act of omission of another Resident or person in the Resident's room and or the College.

### 7.2 Cancellation of Acceptance of a Residential Place prior to arrival and Refund of any Deposits and Advanced Payments

- a) The cancellation of an acceptance of an Accommodation Agreement must be made in writing. In all cases, the effective date of cancellation shall be a date determined by the College.
- b) To request a refund of the Annual Deposit including the Refundable Room Bond (less the non-refundable John XXIII College Registration Fee), Commencing Residents who have accepted an offer of a place must ensure that the written cancellation of acceptance is received at least two weeks prior to the scheduled day of arrival.
- c) To request a refund of the Annual Deposit including the Refundable Room Bond (less the non-refundable Application Processing Fee), Returning Residents who have accepted an offer of a place must ensure that the written cancellation of acceptance is received at least four weeks prior to the scheduled day of arrival.
- d) Any cancellations received less than two weeks' prior for a Commencing Resident and less than four weeks' prior for a Returning Resident, to the scheduled day of arrival will attract a \$500 Cancellation Fee and incur rent for the room until it is filled.
- e) In situations of financial hardship, a case for an exemption of the \$500 Cancellation Fee may be made to the Head of College.

### 8. Payment of Fees

#### 8.1 Residential Fees

- a) Fees and charges will be paid in accordance with the Schedule of Fees published by the College or by special arrangement with the Business Manager.
- b) Fees may be paid in full, by semester or monthly.
- c) The fees cover the semester break between semesters 1 and 2 and the mid semester vacation period. They do not cover the non-academic/summer semester break between semester 2 and the semester 1 in the following year.
- d) There are no rebates given to Residents who choose to spend time away from the College during the period of the Agreement.
- e) A person may apply to the College, in writing to the Business Manager, for an extension of time in which to pay the residential fees.
- f) Fees and charges which are in arrears by the end of a semester, or are deemed to be at risk of non-payment will result in the Resident being placed on Financial Probation and may be subject to relevant debt recovery processes.
- g) If fees are not paid, action will be taken to recovery the outstanding debt. This may include having the Agreement terminated and the Resident being asked to vacate the residence, or being referred to a credit agency for debt collection. (In addition to the fees owed, the Resident will be liable for any costs associated with such action including any interest charged in accordance and debt collection agency fees.) A hold will be placed on the ANU academic transcript and will not be released until the outstanding fees are paid.

#### 8.2 Other Fees and Charges

- a) The Residents will be charged a non-refundable \$25 Administration Fee for each Credit Card, Direct Debit or Cheque that is declined more than once in a contract period including declined payments due to the account holder not notifying the College of changed credit card or bank details.
- b) Residents who have more than two declines in an academic period may be required to pay the remaining of the current semester in full as well as by semester thereafter.



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- c) The College will permit one change per year to the scheduled payment method (i.e. Semester or Monthly) without incurring a fee. Any additional changes will incur a \$50 Administration Fee and may not be accepted.
  - d) Costs will be charged to reimburse the College for any damages (including replacement cost and labour costs) done to a Resident's room or College property by the Resident or guest of the Resident or when the Resident permitted the damage to occur or when they leave their unoccupied room unlocked.
  - e) The Residents will pay a Refundable Room Bond, as specified in the Fee Schedule, at the initial start of their stay at College. This Refundable Room Bond, minus all outstanding fees and charges, will be returned to the payee when they leave upon final departure.
  - f) Other fees, charges or fines may be raised by the College and charged to a Resident's account, as detailed in the College Policies and paid by the designated date.
- 8.3 Vacation Stays and Extensions of the Agreement (Non Residential)
- a) A Resident may apply for accommodation during the semester 2 to semester 1 vacation period to do part-time or fulltime work, continue with a university course or to do an Intensive Summer course during this time period.
  - b) This application must be in writing and addressed to the Head of the College.
  - c) The provision of this accommodation is subject to the availability of rooms, operational requirements and College requirements.
  - d) There is no guarantee that the Resident will be accommodated in the same room during the vacation period.
  - e) The conditions of the original Agreement and the normal daily tariff for that year will be applied to these additional days.
  - f) Prior to approval of non-residential accommodation, the Resident must pay a minimum of four weeks in advance at a time or amount in full if less than four weeks.
9. Conditions of Ongoing Membership of the College
- a) Membership of the College is only available to Residents of the Australian National University or other approved educational institutions.
  - b) The contract is for one academic year, subject to the Resident fulfilling the following criteria, throughout the year:
    - i) Academic commitment throughout each semester, including maintaining a full time status and attaining satisfactory academic results (as specified in the College Policies). Poor academic results may lead to the Resident being placed on Academic Probation and subject to exclusion.
    - ii) Financial responsibility in meeting the commitments as set down in the Fees Schedule. Failure to pay the fees by the designated time may result in the Resident being placed on Financial Probation and subject to exclusion.
    - iii) Satisfactory personal conduct as outlined by in the College Policies. Serious misbehaviour or repeated misbehaviour may result in the Resident being placed on Behavioural Probation and subject to suspension or exclusion.
    - iv) General support of the College's mission and values as well as contribution to and participation in the life of the College. A Resident who does not support or participate in the life of the College may not receive an invitation to return in the following year.
  - c) At the end of the Academic Year all Residents wanting to return to College will be evaluated against these criteria. If they fulfill all of the criteria, the Resident may be offered an Accommodation Agreement at the College in the coming year.



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### 10. Withdrawal from College, Termination or Transfer to another ANU College or Hall

By accepting this contract, the Resident agrees to remain a Resident of the College for the duration of the contract, unless excluded by the College. All Residents wishing to leave College for any reason must submit written notice to the College at least two weeks before departure, unless otherwise specified. Prior to submitting your written notice to withdraw or transfer it is advisable that you discuss your circumstances with Deputy Head of College or the Head of College.

#### 10.1 On withdrawal from studies at the University

- A Resident who has withdrawn from the University may not stay in College.
- The Resident must immediately inform the College and give at least three working days written notice of his/her intention to leave College.
- A Cancellation Fee of \$500 will be charged and the Resident will be charged four weeks rent unless their room is filled prior to the end of that period, in which case the rent will be reduced.
- Annual fees and levies are non-refundable once the semester has begun.

#### 10.2 On transfer to another ANU College or Hall

- A Resident wishing to transfer to another ANU College or Hall may do so only in accordance with the ANU transfer process.
- College Residents requesting to transfer out of the College will be required to complete an ANU Transfer Form and return it to the College office.
- A Resident transferring into the College will be charged a non-refundable Transfer Fee and the annual College Registration Fee.
- A Resident transferring out of the College is liable for their fees (Residential Fees up to their date of departure and all Annual Fees & Levies) until the College releases them from their contract.

#### 10.3 On leaving the College while remaining enrolled with ANU

- A Resident is contracted for the entire academic year.
- A Resident who wishes to leave the College permanently at any time during the year will incur a \$500 Cancellation Fee and is liable for the fees to the end of that academic year or until another Resident arrives to occupy the room. This may be varied at the discretion of the College in exceptional circumstances.
- Annual fees and levies are non-refundable once the semester has begun.

#### 10.4 Termination of Place (Expulsion) or Temporary Termination (Suspension) in the College during the Academic Year

- If a Resident has failed to meet the conditions of ongoing membership, at any time during the year as specified in clause 9, the College reserves the right to remove a Resident from the College after providing them with two weeks written notice.
- If a Resident has received a Show Cause notice from the College and does not meet the conditions of the Show Cause and/or ongoing membership as outlined in Section 9, then the College reserves the right to waive the provision of two weeks written notice. Please note this section does not apply to Residents seeking to return to the College at the end of the academic year. In that case the decision on who receives an offer is only based on Section 9 and no Show Cause is required.
- If a Resident has been given a penalty of expulsion as a result of a serious breach of the College Resident Behaviour Policy and/or the ANU Student Behavioural / Misconduct Rules, the College reserves the right to waive the provision of two weeks written notice.
- A Resident who is expelled will receive no refund of any annual fees and levies. Any cost of damages/fines, as well as outstanding Residential Fees will be deducted from the Refundable Room



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Bond. However, Damages/Fines/Residential Fees in excess of the Refundable Room Bond amount must be paid by the expelled Resident by the designated due date. Failure to do so will result in the College referring the debt to their preferred debt collection agency and a hold will be placed on the ANU academic transcript and will not be released until the outstanding fees are paid. (In addition to the fees owed, the Resident will be liable for any costs associated with such action including any interest charged in accordance and debt collection agency fees.)

e) If a Resident is given the penalty of suspension they are still liable to all fees and charges during their temporary absence.

### 11. Appeals Process

- a) A Resident may seek a review of the period of notice or any Cancellation Fee as outlined above by lodging an appeal, in writing, to the Head of College within 72 hours of the submission of notice to withdraw.
- b) All financial sanctions relating to the appeal must still be paid by the due date assigned by the College.
- c) Should an appeal be successful, the Head of College may apply an alternative Cancellation Fee amount or alternative period of notice and cancel the fee or set a different period of notice. Any lowering of the fee amount will be refunded to the Resident.

### 12. Exclusion of Liability

Notwithstanding any rights or obligations under any insurance policy taken out by the College, it is agreed that the College, the College Board, staff of the College and other Residents of the College are in no way responsible or liable (individually or collectively) for:

- a) Any personal injury which the Resident may suffer or
- b) Any loss or damage to the Resident's personal property or
- c) Any third party damage or loss or personal injury suffered by a third party whether this loss or injury is due to negligence or otherwise by the Board, Staff and Residents of the College.

### 13. Privacy

- a) The College collects, stores and uses personal information about its Residents so it can provide appropriate support and service to its Residents.
- b) The College believes that the well-being and Pastoral Care of a Resident can, on occasion, take priority over privacy concerns.
- c) The Resident and his/her Emergency Contact authorise the Head of College to:
  - Inform the Emergency Contact of any issue related to the safety or wellbeing of the Resident.
  - Inform College academic and pastoral care staff of a Residents' exam results so that they can provide the appropriate assistance.
  - Inform the Next of Kin of a Resident's exam results, if the College believes there are urgent pastoral care requirements.
  - Use the Resident's name, image, likeness, photograph, in audio and /or video recordings created for the College, without compensation. This use includes, but is not limited to advertising, publicity and promotional use.
  - In all cases with a disclosure, it will be made at the sole discretion of the Head of College. Apart from disclosures permitted by this authority, the College will not disclose personal details or a Resident's exam results to any other person at any time without the Resident's authority.
- d) To ensure the Resident retains the academic requirements of the College, the Resident authorises the Australian National University to provide the College with access to their academic results while they are a current Resident at the College and a student at the University.



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- e) For statistical purposes only, the Resident authorises the Australian National University to provide the College with access to their final grades and graduation data.
  - f) The Resident acknowledges that the College may have obligations in the normal course of events to inform the police, the ANU or any other proper authority such information about the Resident as those bodies may require.
14. Interpretation of the Agreement  
Any unresolved question of interpretation regarding this Agreement should be referred to the Head of College for determination.
15. Agreement
- a) I have read and accept the Terms and Conditions of the Accommodation Agreement.
  - b) I understand the Conditions under which I may withdraw from the College.
  - c) I understand that I will also be subject to the ethos, internal policies and regulations of the College as per the relevant College Policies.
  - d) I have read and familiarized myself with the College Policies.
  - e) The information I have provided in this form is true and correct.
  - f) I am aware that the College is a licensed premise and has a **strict no underage drinking policy** as per the College Policies.

By accepting a John XXIII College Accommodation Agreement, Resident accepts and agrees to abide by all of the terms and conditions of John XXIII College's Policies and Procedures. Residents should contact the College for further clarification if required.

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