



## 2018 ACCOMMODATION AGREEMENT

### 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.
- 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 and also includes the 2-week mid semester break.
- 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 the Community Standards Document. In addition, they need to 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.
- d) At the end of the academic year the Accommodation Agreement ceases and all Residents will need to reapply for a new Accommodation Agreement for the coming academic year.

### 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, provided there are spaces available for the returning residents and an appropriate number of new residents (as defined by the ANU).

- c) To accept the tentative offer, the Resident must log onto the John XXIII College Portal and accept the terms of Agreement and the Community Standards Document. In addition, they need to also 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 Academic criteria and has their offer temporarily withheld (“on hold”) will have to pay a smaller Annual Deposit to hold a place for them. Once they have successfully met the Academic criteria when the exam results are released in December, a confirmed offer will be made to them and the balance of the Annual Deposit will then be due.
- f) Any Resident who does not meet the other criteria (Behavioural, Financial, Care of facilities and Consent Training) 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.
- h) The College cannot give a guarantee that all Residents wishing to return to College in the coming year will receive an accommodation offer.

## **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, including the successful completion of the Consent Training on line module, 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. From time to time Residents may be offered the opportunity to apply for a large room or ensuite.
- 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 sub let 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 and values, the Community Standards, 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,
  - 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.
- 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. At the end of the academic year a Resident with a poor behavioural record, who has not been placed on Behavioural Probation for a given offence, may also not receive an accommodation offer to return to College for the following academic year. The decision on a Resident having a poor behavioural record, is at the discretion of the Head of College.
  - 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.
  - v) A good record of taking care of, making appropriate use of and not misusing College facilities and equipment.
  - vi) Successful completion of an online educational module on Consent (currently called Consent Matters) by the required date.
- 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 and there are sufficient places available in the College for returners and new residents, the Resident may be offered an Accommodation Agreement at the College in the coming year. A New or Returners Accommodation Agreement is not guaranteed.

## **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) A Resident who has withdrawn from the University may not stay in College.

- b) The Resident must immediately inform the College and give at least three working days written notice of his/her intention to leave College.
- c) 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.
- d) Annual fees and levies are non refundable once the semester has begun.

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

- a) A Resident wishing to transfer to another ANU College or Hall may do so only in accordance with the ANU transfer process.
- b) 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.
- c) A Resident transferring into the College will be charged a non-refundable Transfer Fee and the annual College Registration Fee.
- d) 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) A Resident is contracted for the entire academic year.
- b) 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.
- c) 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**

- a) 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.
- b) 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.
- c) 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.
- d) 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 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 physical, emotional or mental health 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 Privacy 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.
- 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, such as the Residents emergency contact details, 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 and Resident Policies.
- d) I have read and familiarised myself with the College and Resident 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 and Resident Policies.
- g) I am aware that I have to complete the "Consent Matters" online module, by the end of the second week of the commencement date of my Accommodation Agreement at College.
- h) I have read, made enquiries regarding any questions and understand the obligations I have in the Community Standards Document and signed the document.