

RESIDENTIAL AGREEMENT

Section 1 - Purpose

(1) This Residential Agreement defines the requirements of students in accepting an on-campus accommodation offer at Charles Sturt University. This agreement, associated policies and guidelines set out what is expected of you as a valued member contributing to a safe, happy on campus community and a supportive learning environment. It also sets out your rights as a resident and what you can expect from the University in the management of the residential community and spaces.

When you accept an offer of Charles Sturt University accommodation you will be agreeing to standards of conduct, administrative processes and financial obligations which are binding. It is important that you understand what you are agreeing to, as the acceptance process requires you to agree that you have read and accept the agreement. You can use the appended glossary that explains terminology that you may not be familiar with. Associated guidelines and policies are linked and will provide you with further detail to assist your decision.

Section 2 - Glossary

- (2) For the purposes of this Agreement:
 - a. Acceptance fee means the fee paid to accept an offer of accommodation.
 - b. Accommodation offer means the letter of offer sent to the student via email with an offer of a room in Charles Sturt University accommodation.
 - c. Agreement means collectively the terms and conditions set out within:
 - i. this Residential Agreement;
 - the accommodation offer letter;
 - iii. the online acceptance portal; and
 - iv. accommodation House Rules
 - d. Altered Package means an offering in variance to your accommodation package as a result of special University accommodation requirements.
 - e. Authorised person means any person authorised by the University.
 - f. Bedroom means the bedroom in Charles Sturt University accommodation.
 - g. Building means the residential building in which your bedroom is located.
 - h. Common areas means the kitchen, bathroom/s, lounge room, laundry, study areas, entrance hall and passages of a residence building and where applicable, any outdoor areas of the building including balconies, patios, decks, stairs, lifts, carparks, and any other areas of the precinct which are designated by the University for shared use by all residents within the building.

- i. Commencement date means the first date of the period offered to the student within the accommodation offer letter.
- j. Fee schedule means the Charles Sturt University document or <u>web page</u> providing a comprehensive fee list for accommodation and related charges.
- k. House Rules means the current rules relating to the conduct of residents and other matters regarding the operation of the Residences, which form part of this Agreement, as amended by the University from time to time and published on the website. The House Rules are an addendum within the Residential Agreement.
- I. Orientation Fee means the fee paid during the acceptance process that covers accommodation for the orientation period prior to the commencement of session.
- m. Online acceptance means the acceptance completed within the Accommodation Portal which students access via their Charles Sturt University login, once an accommodation offer has been made, and compulsorily complete as a part of this Agreement.
- n. Operator means the management body of the Residences and any agent, officer, employee or contractor of the operator, from time to time as appointed by the University who has all the rights of the University and is the University's representative at the Residences.
- o. Stewards Halls Package means the accommodation package for Stewards Halls, Wagga Wagga campus which provides students with accommodation for the teaching and exam weeks of Sessions 1 and 2 only. Stewards Halls students must vacate rooms for all break periods between Sessions 1 and 3.
- p. Accommodation Package means the accommodation package which provides students with accommodation for the teaching and exam weeks of Session 1 and Session 2 and except where altered package arrangements (e.g. the 52 week accommodation package) may apply, includes session breaks and mid-year break.
- q. Residence/ Residences means Charles Sturt University Residences located at Albury Wodonga, Bathurst, Dubbo, Orange, Port Macquarie and Wagga Wagga campuses.
- r. Residence Life means the work unit that manages the operation and administration of student accommodation at Charles Sturt University campuses.
- s. Residential fee means the amount stated on the University's on-campus accommodation residences <u>fee schedule</u> for the room type accepted by the student through the University's room offer, including any compulsory <u>flexi food plan</u> costs listed for <u>Stewards Hall Wagga Wagga accommodation</u> package, which is selected by the student during the online acceptance process.
- t. Room and your room means the studio, one bedroom apartment or bedroom in a multi-bedroom building of the room type which you are entitled to occupy as a lodger in accordance with the Agreement.
- u. Room type means the accommodation option and package stated in the University's Residence accommodation offer for each individual student.
- v. StarRez portal means the accommodation website portal used to apply for accommodation, accept an offer of accommodation, temporary bookings, intensive school bookings, online check out, maintenance requests and room inventory forms.

- w. Student means a student enrolled (or entitled to be enrolled) at the University and includes a staff member of the University.
- x. Session means the teaching and exam weeks for internal student classes as identified in the <u>Charles Sturt University Principal Dates Calendar</u>.
- y. Teaching period means the time allocated in the <u>Charles Sturt University</u>
 <u>Principal Dates Calendar</u> for on campus classes during Sessions 1 and 2 of each academic year.
- z. Term means the period from and including the commencement date, to and including the termination date, unless the Agreement is terminated earlier by the University pursuant to the terms of the Agreement.
- aa. Termination date means the last date of the period offered to the student within the University's Residence room offer.
- bb. University means Charles Sturt University
- cc. University Student Misconduct Rule means the <u>Charles Sturt University Student Misconduct Rule</u>
- dd. Website means pages within the University's web environment prefixed with csu.edu.au or student.csu.edu.au.
- ee. You, your or resident means the person identified within the University's Residence room offer accepting the Agreement.

Section 3 - Policy

Agreement to Occupy a Room

- (3) Through the act of submitting your online acceptance you accept the terms and conditions in this Agreement to occupy a room within the Charles Sturt University Student Residences.
- (4) Your online acceptance means you agree to the dates, including the commencement of your occupancy, within the accommodation offer. The dates of your occupancy will depend on the accommodation package you have chosen, being either:
 - a. Stewards Halls accommodation package, Wagga Wagga (accommodation for the teaching and exam weeks of Sessions 1 and 2 only. Stewards Halls residents must vacate their rooms for all breaks between Sessions 1 and 2);
 - Full time resident accommodation package (accommodation for the teaching and exam weeks of Session 1 and Session 2 and includes session breaks and mid-year break except where Altered Package arrangements may apply);
 - c. Full time resident accommodation package (accommodation for the teaching and exam weeks of Session 1, Session 2, Session 3 (November to November) and includes session breaks and mid-year break except where Altered Package arrangements may apply);
 - d. Altered Package (an offering in variance to an accommodation package as a result of special University accommodation requirements).

- (5) It is a condition of being a resident that you are and will, at all times, continue to be an enrolled student of the University (including approved Pathways programs).
- (6) When you live in University residences, legally you are a lodger rather than a tenant.

 University accommodation is explicitly exempt from the NSW Tenancy Act. By accepting your accommodation offer you agree that:
 - a. it is your right under the Agreement to occupy the room as a lodger only for the term of the agreement;
 - b. you will not have tenancy rights as per a residential tenancy agreement;
 - c. you do not acquire any legal interest in the room, the building or any other part of the residence; and
 - d. your right to exclusive occupancy relates to your room only. The residence common areas are shared by others who occupy a room in the building and can be accessed by the University and the operator, without notice, as and when required.

Allocation of a Room

- (7) The University has the right to decline any application for accommodation and/or review a student's ongoing access to accommodation at the discretion of the Director, Commercial Services. Such decisions may be made based on:
 - a. Total available places
 - b. Overall demand
 - c. Student conduct and suitability
 - d. Suitability for communal living
 - e. Capacity to live independently
 - f. Capacity to meet financial commitments
 - g. Academic performance, including ongoing enrolment; and/or
 - h. Other University requirements.
- (8) In relation to clause 7, and specifically items, c., d. and e., ongoing fitness to reside will be assessed by a group comprising the Director, Commercial Services, Executive Director, Student Safety and Wellbeing, Associate Director, Residence Life, Manager, Residence Life and the Manager, Student Counselling. In exceptional circumstances, where it is considered necessary and appropriate and subject to privacy obligations, a student's next of kin will be contacted for their information and assistance.
- (9) The University will allocate your room. The room type will be as described in the accommodation offer but the building will be at the discretion of the University.
- (10) Allocation of rooms will change on a sessional basis as determined by the Director, Commercial Services or nominee. Wherever possible, the University will consider student room preferences and special requests during the application process however this cannot be guaranteed.
- (11) You must live only in the room allocated to you by the University. To move to another room, you will need to request and obtain the University's written consent via the online Room Change Request form.

- (12) Students cohabiting in rooms within the Residences without approval will be charged for accommodation provided to extra residents and will be considered in breach of the agreement. Eligibility and approval processes for cohabitation of rooms is detailed in the Residence Life Student Accommodation Cohabitation Guidelines.
- (13) People found to be occupying rooms without University approval will be escorted from the residence.
- (14) You are entitled to occupy your allocated room from the commencement date and you must vacate the room not later than 10:00 am on the termination date, or not later than 10:00 am on the specified date if there is an Altered Package.
- (15) Stewards Halls rooms must be vacated no later than 10:00 am on the day after the end of each teaching period including exam weeks, and by no later than 10:00 am on the termination date.
- (16) Residence Life may alter packages from time to time to accommodate special University requirements of accommodation. Accommodation packages may alter from year to year in consideration of these requirements.

Assignment

- (17) You must not sub-license your right of occupancy under the Agreement to any third party.
- (18) You must not allow another occupant to share your room, assignment is single occupant only.
- (19) Students who have applied for and received approval for cohabitation within designated cohabitation areas are exempt from clause 18.

Intensive School and Break Periods

- (20) Stewards Halls residents must complete the room check out process on vacating the room according to the Charles Sturt University Principal Dates Calendar (i.e., prior to each intensive school or break period).
- (21) Stewards Halls residents who require on-campus accommodation during intensive school or break periods must submit a temporary accommodation booking through the Accommodation Portal, a minimum of two weeks prior to the start of the break period. Allocation of a room is not guaranteed and will be determined by the availability of rooms on campus.

Relocation

- (22) The University may, with not less than 24 hours prior written notice to you (unless agreed by you otherwise), move you to another room in the residences (acting reasonably):
 - a. For repair and maintenance purposes;
 - b. To avoid difficulties between residents of the residences;
 - c. To cater for specific need of a resident with disabilities or specific health and/or mental health requirements;
 - d. To ensure the good order of the residences: and
 - e. For security/safety and any other operational purposes.

(23) The University may arrange to move your possessions to the alternate room in the residences or to storage if you do not follow the requirements in clause 22.

Vacation of the Room

- (24) Unless you have received written confirmation from the University of your right to continue to occupy your room past the termination date, Stewards Halls check out date or Altered Package check out date, you must vacate the room by no later than 10:00 am on:
 - a. the termination date;
 - Stewards Halls check out date for students in Stewards Halls rooms which is the first Saturday of each academic break in accordance with the <u>Charles Sturt</u> <u>University Principal Dates</u>; or
 - c. the Altered Package check out date.
- (25) The room and the building common areas should be left clean and in a state fit for immediate use and occupancy by other occupants and in the same condition as at the date of first occupation by you, reasonable fair wear and tear excepted. Late checkout fees, additional cleaning and maintenance charges may apply.

Process for Checking Out

Inspection by University

- (26) The University will inspect your room when you vacate it and compare it to the condition at the commencement of your occupancy using the Room Inventory Form, within the Accommodation Portal, taking into account any reasonable wear and tear.
- (27) You must pay the University the reasonable cost of rectifying any damage, cleaning any area which has been left unclean or replacing any lost item of furnishings, fittings, equipment and other articles provided by the University that were in your room at the commencement of your occupancy.
- (28) If you have contributed to any damage or loss of items in common areas, you may be charged additional fees to the extent that you have contributed.

Return of Keys

(29) On check out you must return to the University all keys to your room and/or building that have been issued to you, otherwise you must pay the cost of replacing these security devices and the reconfiguration of the lock system (as required), determined by the University acting reasonably.

Abandoned Property

- (30) The University accepts no responsibility for any personal belongings or other items which you leave in your room, the building common areas, the building or elsewhere in the residences when you vacate your room.
- (31) The University can take ownership of abandoned property on giving you 5 days written notice after you vacate your room. The University may recover from you, any reasonable costs incurred in the removal, storage and/or disposal of any such abandoned property.

Termination

- (32) Subject to clause (33), the University reserves the right to terminate your right to occupy a room prior to the termination date if you fail to comply with any of your obligations under the Agreement, House Rules or as a result of a determination under the Student Misconduct Rule.
- (33) The University may terminate the Agreement prior to the termination date by giving you at least 14 days written notice if:
 - a. failure to comply is of a nature which cannot be corrected; or
 - b. the University has formally requested you to correct your specified failure to comply and you do not do so within 4 days from notice.
- (34) If you choose to terminate the Agreement prior to the commencement date and before taking occupation of the room, you must give the University at least 14 days' notice of your intention.
- (35) If you give less than 14 days' notice prior to the commencement date, of your intention to terminate the Agreement, upon receipt of your notice the University is entitled to charge as a debt due on demand, a Cancellation Fee of \$500.
- (36) If you choose to vacate your room after the commencement date and prior to the termination date you must give the University not less than 14 days' notice via the online Room cancellation request form, your notice must specify the date you intend to vacate your room and you are required to:
 - a. continue to comply with your financial obligations under the Agreement.
- (37) For the avoidance of doubt, if you choose to vacate your room prior to the termination date, this Agreement will continue in full force and effect, and you are liable to pay full fees for the entire session except where extenuating circumstances apply. Refer to the Residence Life Student Accommodation Cancellation and Room Change Guidelines
- (38) If, due to extenuating circumstances, you vacate the room before the termination date, or this Agreement is terminated by the University before the termination date in accordance with the Agreement:
 - you must continue to pay the residential fees and all other applicable charges under the Agreement on a pro-rata basis, up to and including the agreed exit date; and
 - b. the University may, in addition, charge you a cancellation fee of \$500.
- (39) The University's right to terminate the Agreement based on your failure to comply with your obligations under the Agreement does not prevent the University from recovering from you any amount which is payable by you in accordance with the Agreement.

Financial Commitment

(40) In accepting your offer of accommodation, you agree to pay:

- a. the residential fee as specified in the current <u>fee schedule</u> to the University for the period from and including the commencement date, up to and including the termination date;
- b. any other amount payable by you to the University under the Agreement as and when demanded by the University; and
- c. on receipt of invoice in advance utilising the University's nominated payment methods.
- (41) If you take occupation of the room after the commencement date, your right to take occupation of the room is subject to you paying (in full):
 - a. all residential fees due for the period from and including the commencement date to and including the date on which you first take occupation of the room; and
 - b. a week of the residential fee in advance, pursuant to the residential fee schedule.
- (42) Upon termination of the Agreement, and without limiting any other provision of the Agreement, if you choose to vacate your room prior to the termination date you must pay all residential fees and any other charges payable by you under the Agreement, due and unpaid, up to and including the termination date.
- (43) Unless otherwise agreed with the University in writing, you must:
 - a. pay the residential fees upon receipt of invoice utilising the University's nominated payment methods; and,
 - b. complete all online agreements and authorities that the University may reasonably require.
- (44) You have the option to pay full residential fees in advance up until 2 weeks prior to the commencement date following the <u>Residence Life Student Accommodation Payment</u>

 <u>Guidelines.</u> Payment in full can be made via the Charles Sturt University <u>secure student</u>

 payments website.
- (45) All payments under the Agreement must be made in Australian currency. The University may accept or decline to accept, at its absolute discretion, any payment which is tendered in another currency and if accepted by the University, you must pay all charges which the University may incur in respect of any such payment.

Additional Payments

- (46) Without limiting any other provision of the Agreement, you must also pay any reasonable legal costs and other expenses, which the University incurs in connection with or arising from your occupation of the room and/or building, or in enforcing its rights under the Agreement including but not limited to:
 - any amounts levied on the University in respect of attendances (by emergency services such as the local fire brigade, security and/or Residences monitoring services) for call-outs for a false fire alarm activation caused (or contributed to and only to the extent contributed) by you;
 - b. any amount incurred by the University from time to time, as a result of damage to buildings, furniture and fixtures, additional cleaning, replacement of furniture or fixtures caused (or contributed to and only to the extent contributed) by you;

- c. an amount of \$25, being a reasonable estimate of the cost incurred by the University for each individual instance relating to the processing and following up of late payments or defaults by you under the Agreement; and
- d. any disciplinary charges raised by the University as a result of actions carried out by you and raised as a result of disciplinary processes stated in the <u>House Rules</u> and associated policy and/or guidelines.
- (47) You must pay the amounts in clause 46 to the University, as debts due on demand, when requested by the University to do so.

General Provisions

Operation of the Agreement

- (48) By submitting the online acceptance, you agree and acknowledge:
 - a. the dates within the accommodation offer are the dates you have agreed to via electronic verification and you have accessed a copy of the Agreement via the supplied links within that accommodation offer; and
 - b. your right to take occupancy of the room will take effect on and from the commencement date.

Your Obligations to Other Occupants

- (49) The University shall, from time to time, make rules and provide directions to students to ensure that all staff and occupants may:
 - a. pursue their work, studies or research;
 - b. participate in the life of the University or its residence; and
 - c. work and reside in a safe environment.
- (50) Failure to comply with such rules and directives may lead to a report of misconduct being made under the Student Misconduct Rule.
- (51) Section 3 of this Agreement and the 'House Rules' set out your obligations as a resident of the residences and failure to comply with these obligations may lead to a report of misconduct being made under the Student Misconduct Rule.

Further Agreements

- (52) If at any time during the term of the Agreement, you apply for an agreement to reside at the Residences for a further period after the termination date of your current Agreement, you agree and acknowledge:
 - a. for the avoidance of doubt, the University is not under any circumstances, obliged to grant you a further Agreement after the termination of your current agreement; and
 - b. in considering your request for a further Agreement, the University may consider your record of breaches or non-compliance under your current or past Agreement.
- (53) If the University enters into a further Agreement with you, on and from the date of the further Agreement and for the balance of the unexpired term of the current Agreement the following will apply:
 - a. any breach or non-compliance by you under the current Agreement will be deemed as a breach under the further Agreement; and

b. if the current Agreement is terminated by the University for any reason prior to the termination date, the further Agreement will be deemed to have terminated on the same day as the current Agreement terminates.

Security and Safety

- (54) You occupy the room and use the building, common areas and other parts of the Residences and its facilities and services at your own risk. The University and the operator are not responsible for any injury or illness which you suffer or sustain or any loss of or damage caused to your property of any nature except to the extent that any negligent act or omission of the University and the operator contributed to the relevant loss.
- (55) To the fullest extent permitted by law, you release the University and the operator from and indemnify the University and the operator against all claims, injury, loss or damage of any nature that you or any guest or visitor who is in the Residences at your invitation or in your company might suffer or sustain:
 - a. whilst in the vicinity of the Residences;
 - b. arising from or in connection with your occupancy of a room or access to or the use of any part of the Residence or any of the associated facilities or services;
 - arising from or in connection with any act or omission of any other occupant of the building, any resident or any other person who is lawfully or unlawfully in the Residences at any time; or
 - d. whilst observing or participating in any activity in the Residences or at any place within the precinct including any such activity which is organised, sponsored, promoted, recommended or endorsed by the University, the operator, by any resident or by any organisation or group which is in any way associated with the Residences.

Your liability to indemnify the University and the operator will be reduced proportionately to the extent that any negligent act or omission of the University or the operator contributed to the relevant liability, loss or damage.

- (56) The University will provide and use reasonable endeavours to maintain locks or other security devices necessary to keep the building reasonably secure. You are responsible for the security of your room, the building and the contents of the building including your own property. Broken or malfunctioning locking mechanisms must be reported via the maintenance request system within the <u>Accommodation Portal</u> as soon as they are noticed.
- (57) The University and the operator are not responsible for any loss or damage which you suffer as a consequence of you or any other occupant or guest in the building failing or neglecting to maintain proper security in the building.
- (58) You may not enter or access another person's room without being specifically invited to do so.

Severability

(59) If at any time, any provision of the Agreement is or becomes illegal, invalid or unenforceable in any respect that provision is to be severed to the extent necessary to make this Agreement enforceable, such provision will not affect or impair the legality, validity or enforceability of any other provision of this Agreement.

Appeals

(60) The <u>Residence Life Residential Appeals Guidelines</u> outline the process by which students living in Charles Sturt University's Residences may appeal accommodation charges they believe have been incorrectly applied to their account.

Section 4 - Procedures

(61) Nil.

Section 5 - Guidelines

(62) Guidelines

The following guideline documents support the Residential Agreement and should be read alongside the agreement. They are located at the <u>policies and guidelines page.</u>

- Accommodation room cancellation and room change guidelines
- Accommodation orientation tariff guidelines
- o Accommodation payment guidelines
- Cohabitation guidelines
- o Reduction of accommodation charges guidelines
- o Residential appeals guidelines
- o Temporary accommodation guidelines
- o Accommodation acceptance fee guidelines
- o Residence Life assistance animal guidelines.

Status and Details

| Status | Current |
|--------------------|------------------------------------|
| Effective Date | September 2023 |
| Review Date | September 2024 |
| Approval Authority | Chief Financial Officer |
| Unit Head | Director, Commercial Services |
| Author | Associate Director, Residence Life |
| Enquiries Contact | Associate Director, Residence Life |

Addendum

Charles Sturt University Residences

House Rules

Preamble

Charles Sturt University is a place of learning. An enjoyable social life, peer friendships and a comfortable living environment are important to nurture your learning. The House Rules detail what is expected of you in maintaining the optimum learning, social and working world for the whole community. This section details the functional rules you must know and abide by.

The overall message of the House Rules is to always follow the principle of 'yindyamarra winhanganha' in a thoughtful and wise approach to your actions for the benefit of yourself and others.

General Behaviour

- (1) You must act at all times in a way that is acceptable to communal living. Anti-social behaviour is defined as actions that might reasonably be considered to cause offence or harm to yourself, another person and/or infringe upon the reasonable rights of a person whether a student, member of staff of the University, or a casual resident visitor. Behaviour of an anti-social nature in the Residences is unacceptable and will be considered a breach of the Agreement.
- (2) You must not behave in a manner likely to damage, cause the loss of, interfere with, or obstruct the use of, property of the University or of another person.
- (3) The student residential community involves understanding and tolerance by all members. You are entitled to live free from harassment and bullying. At no time will harassment in any form be condoned, including through use of social media. The University's <u>Harassment and Bullying Prevention Policy</u> and the <u>Student Misconduct Rule</u> will be applied to any circumstance brought to the attention of staff that is in breach of the University's rules and policies.

Acceptable Room Condition

- (4) We want your living environment to be warm, welcoming and homely. Your commitment to the tidiness and cleanliness of your room is important as well as your assistance and support in keeping the common facilities clean and tidy, in order to ensure that everyone is comfortable. We may establish a cleaning schedule to ensure you contribute to keeping our Residences in a clean and tidy condition.
- (5) We will give you 24 hours to act if we find that you have not been able to keep your room up to a good standard of cleanliness. If you don't, or can't, we will need to bring in the University's cleaners and you will be charged for that cleaning service. If you fail to maintain your room in an acceptable condition on a regular basis you may be directed to vacate your room and have your Agreement terminated.

Cleanliness within General Residential Areas

- (6) Only cook in areas designated as kitchens.
- (7) Charles Sturt University staff are not responsible for cleaning used cooking utensils and dishes in the residential kitchens. Dirty items you leave in any common area overnight may be removed and disposed of the following day by Charles Sturt University staff to maintain hygiene standards.
- (8) You are responsible for cleaning a self-contained kitchenette if you have one.
- (9) If you have a room with an ensuite bathroom, you are responsible for cleaning it. All ensuite rooms will have a quarterly room cleanliness inspection.
- (10) Kitchen, common room, laundry and bathroom areas must be accessible for cleaning purposes at all times. If any of these areas is not accessible for cleaning purposes, a fine will be incurred per occupant of the premises and charged to each resident's account.
- (11) Laundry washing facilities are purpose built and are to be used according to design purpose. Students requiring alternative hygiene arrangements due to cultural or religious purposes should consult with Residence Life staff regarding reasonable adjustments.

Furniture and personal property

- (12) Personal items should not be left in the common rooms, bathrooms or laundries.
- (13) Furniture, furnishings and other University property must not be removed from student rooms or common areas. Furniture from areas intended for general use, is not to be taken into student rooms.
- (14) You are not permitted to bring into any residential facility any item of furniture, whitegoods or heating appliance.
- (15) Items shall not be removed from a student's room without knowledge and consent of the occupant.

Noise

(16) You must not make excessive noise between the hours of 10.00 pm and 7.00 am or at other times as directed by the Associate Director, Residence Life or nominee. During these hours, activities must be kept to a reasonable level so as not to disturb other residents.

Smoking

(17) You are prohibited from smoking in all residential areas as per the <u>University Facilities and premises procedure</u>. This includes evidence of smoking (i.e., odour, ash, butts etc.), or the use of a smoking device. The use of a smoking devices, known as 'vape', 'e-cigarette', 'hookah' or 'shisha' (or its equivalent), and preparation articles (i.e., coals, embers, etc.) for use within a smoking device is prohibited within the Residences and immediate surrounds.

Drugs

(18) You are not permitted within the Residences or immediate surrounds while under the influence of illicit drugs. The cultivation, use, distribution or possession of drugs or drug paraphernalia is unlawful and therefore prohibited.

- (19) You are expected to abide by the <u>Australian Drug Misuse and Trafficking Act.</u> Students found, or reasonably suspected, to be in breach of this act may be reported to the Police.
- (20) The University may investigate and refer to the NSW Police any allegation of you manufacturing, taking possession of, using or selling:
 - a. Illegal drugs
 - b. Prescription drugs (except when used appropriately)
 - c. Legal substances which if used inappropriately result in similar effects of illegal drugs, including but not limited to Amyl Nitrate and Nitrous oxide

Conducting a Business from the Residences

(21) You are not permitted to conduct any form of business or commercial activity from the Residences.

Alcohol

- (22) You are not permitted to brew or store home brew in any area of the Residences.
- (23) Consumption of alcohol in the Residences is not permitted during periods nominated as Dry Campus.

Social Media

(24) Inappropriate use of social media is in breach of the House Rules and the Charles Sturt University Student Misconduct Rule. Your digital and social media footprint is permanent and traceable. All students are expected to treat their peers and Charles Sturt University staff with dignity and respect in all online and social media platforms.

Building Security

- (25) You should take care with your key, key tag or access card. If you lose or do not return the keys or access cards you will be charged a fee according to the <u>fee schedule</u>.
- (26) If you lose your student ID card, you may be issued with an interim 'lock-out' card to enable short-term access to your room. Replacement student ID cards are issued by Student Central and are governed by the Charles Sturt University Card Conditions of Use. If you fail to return a lock-out key or lock-out card within the time limit set your building access will be disabled and you will be charged a fee according to the fee schedule.
- (27) If you lock yourself out of your room after-hours (thus are unable to obtain a lock-out key/card), you will be allowed two free-of-charge lockout services per calendar year. Each additional lockout service will be charged a fee according to the <u>fee schedule</u>.
- (28) You are not permitted to have any key or access card copied, or loan it to another person to allow access to any building.
- (29) You must ensure all bedroom and external doors are secured at all times.
- (30) You must not interfere with any building security mechanism, or locking device, or attempt to gain access through windows.

Visitors

- (31) You are allowed to invite visitors to the Residences. Visitors are defined as any person who is in any area in which they do not reside. Visitors may be invited into the residences subject to the following conditions:
 - a. the resident host is responsible for the visitor's behaviour at all times;
 - b. if any resident or the visitor's host object to the behaviour of a visitor, the visitor should be requested to leave. If the visitor does not leave, the fact should be communicated to the Residential Leader, Campus Security or Associate Director, Residence Life or nominee as appropriate; and
 - c. visitors are not permitted to stay overnight in the residences unless they have obtained the prior authority of the Residence Life Coordinator (or nominee) for that campus. Requests for approval should be submitted via ask@csu.edu.au (noting that a minimum 24hrs notice is required).
 - d. Overnight visitors must be over the age of 18
 - e. The resident host must remain on campus when a guest uses your room or common space
 - f. The resident must not give their keys/access cards to guests
 - g. Visitors are not permitted to stay in residences; during exam periods, Orientation periods or any other period as communicated by Residence Life
 - h. Visitors may stay no more than 1 night during the week or two consecutive nights on weekends.

Gatherings and Parties

- (32) Residents who wish to hold on-campus gatherings, parties and events must consult with and seek approval via the <u>Activity/Event Approval</u> process prior to the proposed function. Gatherings and parties will not be permitted during examination periods.
- (33) Staff of the University, including but not limited to, Residential Leaders, Residence Life Coordinators, Residence Life Manager, Residence Life staff and University Security Officers, have the authority to conclude any party at their discretion.
- (34) Gatherings must adhere to noise restrictions stated in clause 16.
- (35) Gatherings that support excessive alcohol consumption are not condoned.

Vehicles

- (36) The University accepts no responsibility for vehicles, including motorcycles and bicycles used or parked on University lands.
- (37) All vehicles including motorcycles are to be parked in the designated parking areas.
- (38) Bicycles are not permitted inside the residential buildings and should be stored in racks where provided.
- (39) Residents are required to provide vehicle licence plate number if parking on campus, during the accommodation application process.

Data and Telephone System

- (40) The provision of the data network and telephone systems are managed and coordinated by the Division of Information Technology. The <u>Computing and Communications Facilities Use</u> <u>Policy</u> applies to all authorised users of the University's computing and communications facilities.
- (41) Residents must not divulge the room number, telephone numbers or student numbers of other residents.
- (42) Damaged or broken telephones must be reported to the Division of Information Technology, via <u>Student Central.</u> Costs for damages caused deliberately or by misuse will be recouped from the student.

Electrical Appliances and Fire Safety

- (43) Fire warning systems or firefighting and safety equipment are not to be handled by unauthorised persons except in the case of fire.
- (44) Naked flame appliances must not be operated or stored within the residence (fitted gas stoves are excluded).
- (45) Candles, incense and oil burners are prohibited.
- (46) Personal electric heating appliances may not be used at any time.
- (47) All electrical appliances used in the residence must comply with the appropriate Australian authorities safety standards. Appliances must be used in accordance with the manufacturers' instructions.
- (48) All electrical appliances used in the residence must be tested and tagged within defined timeframes by an approved, compliant authority.
- (49) Power adaptors which are not fitted with a 'cut-out' switch are not permitted.
- (50) Power boards with a 10-amp cut-out switch may be used and must be tested and tagged within defined timeframes by an approved, compliant authority.
- (51) Residents must not tamper, alter or otherwise interfere with any cabling, wiring, electronic door locks, heating and cooling controls, or other electrical AV or telecommunications infrastructure within the residence.
- (52) The University reserves the right to remove from your allocated room or common room, any electrical equipment considered to be prohibited or unsafe even without notice. Such equipment will be returned upon checkout.
- (53) If a Resident's actions contribute to anything that activates any fire system(s) in Residences, then;
 - a. Residence Life may issue to the resident all associated costs incurred by the University
 - b. The resident may also be subject to further disciplinary action.
 - (54) The building and/or burning of an open fire/ fire pit/ fire bucket is not permitted. The usage of any University campus firepit must be approved prior to lighting.

Maintenance

(55) Maintenance work may only be carried out by University authorised personnel.

Entry to the Residence by University Staff, Contractors and other Authorised Persons

- (56) No person or persons shall enter any bedroom other than their own without the authority of the Associate Director, Residence Life or nominee, or the consent of the room occupant.
- (57) The Associate Director, Residence Life or nominee has the right of entry to all areas of the residence, including bedrooms, at any time without notice, where in the Associate Director's opinion, such action is warranted by:
 - a. a threat to the well-being of persons or property associated with the residence;
 - b. the need to enter a student room to attend to necessary maintenance or service requirements.
 - c. the need to conduct cleaning and sanitation requirements;
 - d. the need to conduct room inspections on rooms on a self-clean basis; and
 - e. at any other time as deemed necessary by the Associate Director, Residence Life or nominee.

Pets/ Animals

- (58) Emotional support animals (also referred to as 'companion animals or therapy animals)', birds, fish or reptiles are not to be kept in the student residences or in the vicinity of such premises. The law does not consider emotional support animals that provide comfort but are not trained to alleviate the effect of a disability to be assistance animals and as such they do not have the same legal protection as assistance animals. Residence Life will consider emotional support animals in the same way that it would treat any other pet/animal. Residents should refer to the Residence Life assistance animal guidelines.
- (59) Guide dogs and/or registered assistance animals will be permitted and are subject to approval by the Accessibility and Inclusion Office and Associate Director, Residence Life or nominee.

Items not permitted on Campus

- (60) The following items are not permitted on campus:
 - a. firearms;
 - b. live ammunition;
 - c. fireworks; or
 - d. weapons described in Schedule 1 of the Weapons Prohibition Act 1998
- (61) No wading or temporary pools are permitted.