

**<HALLS OF RESIDENCE CODE OF CONDUCT POLICY>  
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## **Section 1 - Purpose**

(1) This document sets out Charles Sturt University's required code of conduct for all Residents. This Code of Conduct applies to all Residents (temporary/casual, residential school or year-long) and visitors to the University's Halls of Residence.

## **Section 2 - Glossary**

(2) For the purpose of the Policy:

- a. Building - means the Halls of Residence Building in which your bedroom is located.
- b. Common Areas - means the kitchen, bathrooms/s, lounge room, laundry, study areas, entrance hall and passages of a Halls of Residence building and where applicable, any outdoor areas of the building including balconies, patios, decks, stairs, lifts, carparks, and any other areas of the Halls which are designated by the University for shared use by all residents within the Building.
- c. Charles Sturt University - means the University.
- d. Dry campus - means a period of time, nominated by the Director, Commercial Services when no alcohol is to be consumed within the Halls of Residence.
- e. Halls of Residence - means all buildings, carparks, access ways, recreational areas and the immediate surrounds of all buildings associated with the provision of student on campus accommodation.
- f. Operator - means the management body of the Halls of Residence and any agent, officer, employee or contractor of the Operator, from time to time as appointed by the University which has the rights of the University and is the University's representative at the Halls of Residence.
- g. Package 1 - provides students with accommodation for the teaching and exam weeks of Session 1 and Session 2 of the University academic year only. Students are required to clear and vacate their room for all breaks, periods between Sessions and Session 3.
- h. Package 2 - provides students with accommodation for Sessions 1 and 2 teaching weeks, exam weeks and three breaks in internal student classes (Session 1 break in April, inter-session break in June/July and Session 2 break in August/September). Students who nominate Package 2 can remain on/return to campus to attend to University commitments during these break periods, i.e. students are not required to clear and vacate their room during these break periods.
- i. Residential Agreement - means collectively the terms and conditions set out within:
  - i. Residential Agreement
  - ii. Halls of Residence Accommodation Offer
  - iii. Halls of Residence Code of Conduct
  - iv. BPOINT registration.
- j. Residents - means any person staying in the Halls of Residence on campus accommodation.

- k. 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 Residential Agreement.
- l. Session - means the teaching and exam weeks for internal student classes specified in the annual [Principal Dates](#) document published by CSU for each year.

## Section 3 - Policy

### General Expectations

- (3) Students living in the Halls of Residence are expected to:
  - a. abide by the [Student Charter](#);
  - b. demonstrate the ability to advocate their own interests;
  - c. fully accept responsibility for their actions;
  - d. respect the rights of others;
  - e. demonstrate the ability to live independently; and
  - f. follow all reasonable directions of University staff.

### Disciplinary Action for Breach of Halls of Residence Regulations

- (4) Students will be subject to the appropriate disciplinary action for breaches of the Code of Conduct.
- (5) The Director, Commercial Services or nominee may levy a fine for any breach of the Halls of Residence Code of Conduct, Residential Agreement or Guidelines.
- (6) Fines applied will be in addition to the cost, if any, of damages involved in the breach.
- (7) The Director, Commercial Services or nominee may exclude a student from any area in the Halls of Residence. These exclusions may be applied with or separate from any other disciplinary action.
- (8) A fine may be imposed in addition to the cancellation fee when excluded from Halls of Residence.
- (9) A breach of the Code of Conduct, or repetitious nature thereof, will place residents on a behavioural 'level' as outlined in the Halls of Residence Disciplinary Procedure document.

### Occupancy

- (10) Students must only occupy the room which has been allocated to them by Residence Life.
- (11) Students found to be living in an unapproved dual occupancy situation within Halls of Residence will be charged for accommodation provided to extra residents, and will be subject to disciplinary action.
- (12) People found to be occupying rooms which they are not approved to occupy will be escorted from the residence immediately.

### Moving into Halls of Residence

- (13) Through the act of accepting an accommodation offer from the University, the student indicates their understanding and acceptance of the Halls of Residence Code of Conduct.
- (14) Upon occupying a room, each student will be required to complete the room inventory procedure.
- (15) In completing the room inventory procedure, the student agrees to indemnify the University in full for:

- a. any loss or damage to Halls of Residence; and
- b. any injury or loss suffered by a member of the University, students or any other person arising from the students action or inaction and for which he/she is held responsible.

### **General Regulations**

(16) The University does not accept responsibility for any loss or damage to a resident's personal property. Residents are advised to arrange private all-risk insurance on possessions kept in their rooms. Residents are responsible for the security of their rooms at all times.

(17) The University can direct the removal of any property from University premises.

(18) Residents shall be responsible for maintaining the general tidiness and cleanliness of the room allocated to them and are expected to assist in maintaining general cleanliness and tidiness of all common facilities. The Director, Commercial Services or nominee, may establish a cleaning schedule that may be published from time to time.

### **Acceptable Room Condition**

(19) Any student whose room is in an unacceptable condition will be given 24 hours to return the room to an acceptable condition.

(20) The Director, Commercial Services or nominee, will be the sole judge in determining if a room is in an acceptable condition. Any room remaining in an unacceptable condition will be cleaned by the University's contractor and the room occupant will be charged a fee in accordance with the charges applied to the University by the contractor.

(21) Any student who fails to maintain their room in an acceptable condition on a regular basis may be directed to vacate their room by the Director, Commercial Services or nominee.

(22) 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.

(23) Residents are not permitted to bring into any residential facility any item of furniture, whitegoods or heating appliance.

(24) Residents are responsible for maintaining the cleanliness of personal bathroom areas located in ensuited rooms.

### **Cleanliness of Cooking Areas**

(25) Only areas designated for student residential kitchens may be used for cooking.

(26) Students are required to clean up after themselves after using cooking areas.

(27) All cooking utensils are to be cleaned prior to storage.

(28) Residents are responsible for maintaining the cleanliness of rooms with self-contained kitchenettes.

### **Cleanliness within General Residential Areas**

(29) Personal items should not be left in the common rooms, bathrooms or laundries.

(30) Residents are responsible for washing and storing dishes and cooking utensils. Any dirty items left in any common area overnight may be removed and disposed of the following day by the cleaning contractor, Director Commercial Services or nominee.

(31) Kitchen, common room, laundry and bathroom areas must be accessible for cleaning purposes at all times.

(32) If any common room is not accessible for cleaning purposes, a fine will be incurred per occupant of the premises and charged to each residents account.

(33) 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.

### **Building Security**

(34) Students who lose or do not return the keys or access cards allocated to them will be charged a fee according to the Fee Schedule.

(35) Students who lose or do not return key tags will be charged a fee according to the [Fee Schedule](#).

(36) Students are not permitted to have any key or access card copied.

(37) Students who lose their student ID card may be issued with an interim 'lock-out' card to enable short-term access to their room. Replacement student ID cards are issued by Student Central and are governed by the [CSU Card Conditions of Use](#).

(38) Students who lock themselves out of their room after-hours (thus are unable to obtain a lock-out key/card) will be allowed two free-of-charge lockout services per calendar year. Each additional lockout service will be charged a fee according to the Fee Schedule.

(39) Students who fail to return a lock-out key or lock-out card within the time limit set will have their building access disabled and be charged a fee according to the [Fee Schedule](#).

(40) Students must ensure all bedroom and external doors are locked at all times.

(41) Students must not interfere with any building security mechanism, or locking device.

(42) Students must not loan keys or cards to other persons to allow access in accordance with [CSU Card Conditions of Use](#).

(43) Students must not gain access or attempt to gain access through windows.

### **Residential School and Break Periods**

(44) Package 1 residents must complete the room check out process and vacate all residences by 9.00am on the day immediately following the last teaching or exam day of term in accordance with the [Principal Dates](#) (i.e. prior to each residential school or break period).

(45) Room keys are to be returned to the Residence Life office directly or via the checkout envelope.

(46) Package 1 students who require on-campus accommodation during residential school or break periods must submit a Temporary Accommodation Request two weeks prior to the start of the break period.

### **General Behaviour**

(47) Behaviour of an anti-social nature in the Halls of Residence will be considered a breach of the Code of Conduct. Anti-social behaviour is defined as that which might reasonably be considered to cause offence to 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.

(48) The Director, Commercial Services or nominee shall determine acceptable or non-acceptable standards of behaviour in the Halls of Residence.

(49) The Halls of Residence community involves understanding and tolerance by all members of the community. At no time will harassment in any form be condoned. The University's [Harassment and Bullying Prevention Policy](#) and the [Student General Misconduct Rule](#) will be applied to any circumstance brought to the attention of staff. Residents are advised to make

contact with their Residential Adviser, staff from Residence Life or staff from the [Equity and Diversity Office](#) of the University should they be subjected to harassment at any time. Residents are also advised that community agencies including the Police are available to victims of harassment.

(50) It is a breach of the Code of Conduct to take items from the common rooms.

(51) It is a breach of the Code of Conduct to take items from a student room without knowledge and consent of the occupant.

(52) Consumption of alcohol in the Halls of Residence is not permitted during periods nominated as Dry Campus.

(53) If the majority of Residents in a dorm/block agree to, and sign, an additional regulation (that is relevant to their dorm/block only), and the regulation is approved by the Director, Commercial Services or nominee, the additional regulation is enforceable and subject to appropriate discipline action if breached. Any dorm/block agreements made cannot contradict the Code of Conduct. If they are in conflict, Code of Conduct will be the definitive source.

### **Noise**

(54) Residents must not make excessive noise between the hours of 10.00 pm and 10.00 am or at other times as directed by the Director, Commercial Services or nominee. During these hours activities must be kept to a reasonable level so as not to disturb other residents.

### **Maintenance**

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

### **Entry to the Halls of Residence by University Staff, Contactors and other Authorised Persons**

(56) No person or persons shall enter any bedroom other than their own without the authority of the Director, Commercial Services or nominee, or the consent of the room occupant.

(57) The Director, Commercial Services or nominee has the right of entry to all areas of the Halls of Residence, including bedrooms, at any time without notice, where in the Director's opinion, such action is warranted by:

- a. a threat to the well-being of persons or property associated with the Halls of 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 Director, Commercial Services or nominee.

### **Use of Dining Facilities**

(58) All persons entering University dining facilities must be properly attired (i.e. shirt, shorts) including suitable footwear. Clothing must be clean and tidy at all times.

(59) Residents with a catered package must present their University student ID card for each visit to the dining facility, whether it is for meals, or for any other purpose.

(60) Residents without a catered package, when requested by a staff member, must produce a receipt to verify that payment for the meal has been received.

(61) CSU student ID cards, and the privileges and entitlements which are available to the valid holder, are not transferable. Students are not permitted to allow, or attempt to allow any other person to knowingly utilise their student card to claim meals.

(62) All crockery, cutlery and utensils remain the property of the University. Students are asked to comply with established routines in returning all crockery, cutlery, plates, trays and glasses to the scraping point for cleaning.

(63) Dining facility staff may ask students to leave if they feel a student's behaviour contravenes the Code of Conduct.

(64) Persons affected by alcohol will not be permitted to enter dining facilities. Alcohol is not permitted to be taken into dining facilities.

(65) The Manager, Food and Beverage Services, or any staff member with the delegated authority of the Manager, will determine acceptable standards of dress and behaviour of all persons using dining facilities.

### **Vehicles**

(66) The University accepts no responsibility for vehicles, including motorcycles and bicycles used or parked on University lands.

(67) All vehicles including motorcycles are to be parked in the designated parking areas.

(68) Bicycles are not permitted inside the Halls of Residence buildings and should be stored in racks where provided.

(69) Students must not drive in a manner that is careless, dangerous and/or erratic.

### **Data and Telephone System**

(70) The provision of the data network and telephone systems are managed and coordinated by the Division of Information Technology. The [Computing and Communications Facilities Use Policy](#) applies to all authorised users of the University's computing and communications facilities.

(71) The acceptance of any reverse charge phone calls by any student in residences is strictly prohibited.

(72) Residents must not divulge the room number, telephone numbers or student numbers of other residents.

(73) Damaged or broken telephones must be reported to the Division of Information Technology, via [Student Central](#). Costs for damages caused deliberately or by misuse will be recouped from the student.

### **Social Media**

(74) Inappropriate use of social media is in breach of the Halls of Residence Code of Conduct.

(75) Online harassment of fellow students, staff or associated persons of the University will be considered a breach of this Code of Conduct and the CSU [Harassment and Bullying Prevention Policy](#).

(76) Online posts on residential social media of an anti-social nature will be considered a breach of the Code of Conduct. Anti-social behaviour is defined as that which might reasonably be considered to cause offence to 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.

(77) Inappropriate use of social media will constitute a breach of Halls of Residence Code of Conduct.

(78) The Director, Commercial Services or nominee shall determine acceptable or non-acceptable standards of online behaviour in the Halls of Residence.

### **Visitors**

(79) Visitors are defined as any person who is in any area in which they do not reside. Visitors may be invited into the Halls of Residence 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 Adviser, Security or Director, Commercial Services or nominee as appropriate; and
- c. visitors are not permitted to stay overnight in the Halls of Residence unless they have obtained the prior authority of the Director, Commercial Services or nominee.

### **Gatherings and Parties**

(80) A gathering or party is defined as an occasion where five (5) or more persons gather for a common social activity.

(81) Residents who wish to hold on-campus gatherings, parties and events must consult with and seek approval from the Residence Life Coordinator or nominee at least 48 hours prior to the proposed function.

(82) Staff of the University, including but not limited to, Residential Advisers, Head Residents, Residence Life Coordinators, Residence Life Manager, Residence Life Staff and University Security Officers have the authority to conclude any party at their discretion.

(83) Gatherings must adhere to noise restrictions stated in Section 23.

(84) Gatherings that support excessive alcohol consumption are not condoned. Punch parties, beer bong, and kegs are expressly prohibited.

### **Fireworks, Firearms and Offensive Weapons**

(85) 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](#).

### **Smoking**

(86) The University [Smoking in the Workplace Policy](#) applies to all areas of the Halls of Residence and includes evidence of smoking (i.e. odour, ash, butts etc.). All residential areas are included as prohibited areas for smoking.

(87) The use of a smoking device, known as a 'hookah' or 'shisha' (or its equivalent), and preparation articles (i.e. coals, embers, etc.) for use within a smoking device is prohibited within the Halls of Residence and immediate surrounds.

### **Drugs**

(88) The cultivation, use, distribution or possession of drugs or drug paraphernalia is prohibited. Students are not permitted within the halls of residence or immediate surrounds while under the influence of drugs.



(89) The Director, Commercial Services or nominee may notify the Police on any occasion where residents are known, or reasonably suspected to be involved in cultivation, use, distribution or otherwise promoting the use of illicit drugs.

(90) Students living on campus are expected to abide by the [Australian Drug Misuse and Trafficking Act](#). Students found or reasonably suspected to be in breach of this act may be reported to the Police.

### **Conducting a Business from the Halls of Residence**

(91) Students are not permitted to conduct any form of business or commercial activity from the Halls of Residence.

### **Home Brew**

(92) The brewing or storage of home brew in any area of the Halls of Residence is strictly prohibited.

### **Pools**

(93) No wading or temporary pools are permitted.

### **Electrical Appliances and Fire Safety**

(94) Fire warning systems or fire fighting and safety equipment are not to be handled by unauthorised persons except in the case of fire.

(95) Naked flame appliances must not be operated or stored within the Halls of Residence (fitted gas stoves are excluded).

(96) Candles, incense and oil burners are prohibited

(97) All electrical appliances used in the Halls of Residence must comply with the appropriate Australian authorities safety standards. Appliances must be used in accordance with the manufacturers' instructions.

(98) All electrical appliances used in the Halls of Residence must be tested and tagged within defined timeframes by an approved, compliant authority.

(99) Power adaptors which are not fitted with a 'cut-out' switch are not permitted.

(100) 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.

(101) Personal electric heating appliances may not be used at any time.

(102) The Director, Commercial Services or nominee may ban any electrical or other appliance without prior notice to the resident.

(103) 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 Halls of Residence.

### **Pets**

(104) Companion animals, birds, fish or reptiles are not to be kept in the Halls of Residence or in the vicinity of such premises.

(105) Guide dogs will be permitted and are subject to approval by Student Services Disability Office and Director, Commercial Services or nominee.

(106) Breach of the General Regulations for the Halls of Residence



## **Section 4 - Procedures**

### **Breach - Level I**

(107) Level I breaches are first breaches and of a less serious level.

(108) Offender(s) will be required to appear before a Head Resident, Residence Life Coordinator or the Manager, Residence Life.

(109) A fine or community service based on the guidelines may be imposed plus the cost of any repairs or replacement.

(110) When placed on Level I, student(s) will be notified in writing including the following detail:

- a. the amount of any fine and any other conditions placed on them;
- b. the Manager, Residence Life has been informed of the name(s), the offence and the action taken; and
- c. a further breach would warrant an appearance before the Manager, Residence Life.

### **Breach - Level II**

(111) Level II breaches are:

- a. student(s) incurring a further breach whilst on Level I or
- b. the breach is considered more serious than Level I.

(112) The matter is referred to Manager, Residence Life for investigation.

(113) A fine or community service based on the guidelines may be imposed plus the cost of any repairs or replacement;

(114) When placed on Level II, student(s) will be notified in writing including the following details:

- a. the amount of any fine and any other conditions placed on them; and
- b. advised that any further breach may result in a Level III being implemented

### **Breach - Level III**

(115) Level II breaches are:

- a. student(s) incurring a further breach whilst on Level II; or
- b. student(s) have been found to be responsible for an offence which the Manager, Residence Life has considered warrants exclusion from the Halls of Residence.

(116) Sanction is approved by the Director, Commercial Services.

(117) Student is excluded from the privilege of living within the Halls of Residence.

(118) A cancellation fee is applied in accordance with termination as stated in the Halls of Residence Residential Agreement Clauses 22 and 23.

(119) When placed on Level III, student(s) will be notified in writing including the following detail:

- a. the amount of any fine, and any other conditions placed on the student(s);
- b. student(s) are notified they have the right to Appeal the Level III decision by writing to the Chief Financial Officer, Division of Finance, within 7 days.
- c. the Chief Financial Officer, Division of Finance has been informed of the name(s) of the alleged offender(s) and all relevant information in relation to the breach, which placed the student(s) on Level III, has been presented to the Chief Financial Officer.

## **Appeals**

(120) Student(s) have the right of appeal against the application of any penalty, fine or exclusion. All appeals must be made via the Residential Appeals online form and must be received within seven days of notice of the penalty.

(121) Appeals must be based on a claim of error in one or more of the following:

- a. fact;
- b. process, or
- c. severity of penalty;

(122) An appeal against a Level I or decision of a Head Resident will be made to the Manager, Residence Life.

(123) An appeal against a Level II or decision of the Manager, Residence Life will be made to the Director, Commercial Services.

(124) An appeal against a Level III or decision of the Director, Commercial Services will be made to the Chief Financial Officer, Division of Finance.

## **Section 5 - Guidelines**

(125) Indicative penalties and levels applied for breaches of the Halls of Residence Code of Conduct are:

### **Drinking on Dry Campus**

Level I and a minimum fine of \$50 and/or 5 hours of Community Service

### **Fire Alarm/Equipment Activation or Tampering**

Level II or Level III with a minimum fine of \$150 and a maximum fine of \$500 and/or up to 50 hours of community service, plus fire brigade and University costs.

When offenders cannot be identified, dorm members or all residents will be liable to cover costs.

### **Parties/Events Unauthorised**

First offence - Level I and \$50 fine and/or 5 hours of community service

Subsequent offence - Level II or Level III and maximum \$500 fine and/or up to 50 hours of community service.

### **Property Damage**

Damage deemed deliberate - minimum fine of \$50 up to a maximum fine of \$500 and/or up to 50 hours of community service, plus full costs of rectification.

Non-deliberate damage will result in the offender(s) being liable for rectification costs.

### **Smoking in Residences**

Level II with a minimum fine of \$200 and a maximum fine of \$500 and/or up to 50 hours of community service.

### **Subletting**

Level II and a minimum \$200 fine and/or up to 50 hours of community service.