FLINDERS LIVING

RESIDENTIAL ACCOMMODATION AGREEMENT

TERMS & CONDITIONS GOVERNING RESIDENCY

This Agreement provides the terms and conditions governing residents’ obligations to the community and to the organisation in a way that promotes positive interactions and behaviours to support the attainment of the Flinders Living Community goals.

Note: These terms and conditions govern your residency with Flinders Living at University Hall and the Deirdre Jordan Village, and must be read in conjunction with the Schedule of Fees for your year of entry and the Residential Handbook. The Handbook is available online at: http://www.flinders.edu.au/living/on-campus/living-on-campus/living-on-campus_home.cfm

1. Agreement
   a. The University grants to the Resident who accepts a right to occupy a residential place on the terms of this Agreement.
   b. This Agreement is comprised of this document, the Residential Handbook, the Schedule of Fees as amended from time-to-time and any documents incorporated by reference therein.
   c. These terms bind the University and the Resident.

2. Eligibility
   a. To be eligible for a residential place in the Hall or Village, an applicant for residency must be enrolled as a full-time student of the University.
   b. In exceptional circumstances an applicant for residency who does not meet the eligibility criteria may be permitted to reside at Flinders Living on application to the Dean.

3. Term
   Residency is for a fixed period of 40 weeks (two semesters). Where a Resident is undertaking studies at the University for a single semester only, the Term is 20 weeks (one semester). Dates for the residential year (semester 1 and semester 2), are set out in the Schedule of Fees.

4. Early Termination
   a. A Resident who wishes to leave prior to the end of the Term of this Agreement:
      i. is liable for the payment of all fees due under this Agreement; and
      ii. must provide written notice of termination on the appropriate form available from the Flinders Living Office.
   b. Early termination of this Agreement may be permitted at the discretion of the Dean in exceptional circumstances (such as withdrawal from the University, severe personal hardship or serious illness). In such circumstances, unless otherwise determined by the Dean, early termination will result in the forfeiture of the Service Fee and the requirement to pay an amount equal to six weeks’ Accommodation Fees.

5. Conversion of a Full Year Term to a Semester Term
   a. If after entering a full year Agreement a Resident:
      i. completes a course of study at the conclusion of first semester;
      ii. defers or withdraws from University; or
      iii. where continuing residency can be shown to cause serious financial or personal hardship; on application to the Dean a conversion to a single semester Term may be offered to the Resident at the discretion of the Dean.
   b. Unless otherwise determined by the Dean, to be eligible for conversion a Resident’s application must be received at least 6 weeks prior to the commencement of the second semester.
   c. At the discretion of the Dean, additional weekly charges may apply where the full six weeks’ notice is not given.

6. Liability for Service Fees
   a. If, after accepting a residential place, a prospective Resident cancels that place, the Prospective Resident is entitled to:
      i. a full refund of the Service Fee if cancelled in writing at least 21 days before the commencement of the Term;
      ii. 50% of the Service Fee if less than 21 days however more that 14 days before the commencement of the Term; or
      iii. no refund if less than 14 days before the commencement of the Term.
7. Allocation of Accommodation
   a. Allocation of rooms within the Hall and Village is undertaken by the Dean or their delegate, based on information supplied by the prospective Resident, referee reports and other relevant material.
   b. Unless otherwise specified, rooms are for single occupancy only. Hall rooms designated as shared rooms however occupied by a single Resident attract a single room rate.
   c. A Resident may be required to move to an alternative room or residence type within Flinders Living at any time during their residency at the request of the Dean or their delegate.
   d. Each Resident is responsible for ensuring the completion of a room inventory on arrival and departure.
   e. Residents may not share their room with others for a fee or charge.

8. Care of Accommodation Facilities
   a. Residents must:
      i. keep their bed/study rooms in a clean, hygienic and tidy condition;
      ii. keep their common areas and environs in a clean, hygienic and tidy condition;
      iii. not cause any damage to, or deterioration of the buildings, furnishings and equipment;
      iv. participate equally in the upkeep of common areas
      v. not bring, keep or feed, any animal or pet within the Hall or Village with the exception of fish in a small fish tank.

9. Re-admission to the Hall and Village
   a. In order to be considered for re-admission, Residents will be required to demonstrate that they have:
      i. observed all Rules and Conditions;
      ii. met all payments of due accounts in accordance with the Schedule of Fees;
      iii. attained a satisfactory pass rate in their academic studies;
      iv. enrolled in a full time degree course for the subsequent year;
      v. attained satisfactory results in room/residence inspections conducted throughout the year;
      vi. made a positive contribution to and participated in the life of the Village or Hall; and
      vii. completed the relevant application process.

10. Fees And Charges
    Fees, charges and payment due dates are set out in the Schedule of Fees. In exceptional circumstances and at the discretion of the Dean, the fee requirements may be varied.
    a. Residents are required to pay all Accommodation Fees in accordance with the Schedule of Fees.
    b. Account statements will be forwarded to each Resident’s University email address. It is the responsibility of the Resident to forward any statement or documentation to a third party who manages their affairs.
    c. A Resident unable to pay their Accommodation Fees in full before the due date must apply before that date to the Flinders Living Accounts Department for approval to pay Accommodation fees under a direct debit instalment plan.
    d. A late payment fee of 2% of the outstanding balance will be charged fortnightly if payment is not received by the due date unless Residents have made prior alternative payment arrangements with the Flinders Living Accounts Department.
    e. An administration fee of $15.00 will be applied where a direct debit is dishonoured.
    f. Any fees overdue by more than four weeks is a breach of this Agreement and will incur a Flinders University Financial Sanction: http://www.flinders.edu.au/enrolling/fee-information/outstanding-debts.cfm
    g. A Resident suspended from Flinders Living for a breach of this Agreement is required to pay full Accommodation Fees for the duration of their suspension and may forfeit their Bond.

    Service Fee
    h. To secure a room prospective Residents are required to pay the Service Fees with their acceptance of an offer of a residential place. The Service Fee requirements are set out in the Schedule of Fees.
    i. Should a resident request or be required to move from one type of Flinders Living accommodation into another, all fee requirements applicable to the new type of accommodation will apply from the date the newly allocated accommodation is taken up.

    Personal Property Insurance
    j. Flinders Living does not provide insurance cover for Residents’ personal belongings. Personal items are at Residents’ own risk. Residents should consider obtaining insurance for their belongings.

    Outstanding Balance on Departure
    k. If, at the conclusion of the Term, a Resident has an outstanding balance on their account, the account may be charged an administration fee of $100.00.
11. Resident Conduct
   a. Residents must at all times conduct themselves within the Hall and Village in a manner which is conducive to study and permits other Residents the quiet enjoyment of private and communal spaces and reflects the values and spirit of the Flinders Living Community Statement.
   b. Residents are bound by this Agreement, the Schedule of Fees, and the Residential Handbook.
   c. Residents must comply with all State and Commonwealth Legislative requirements, University Statutes, Rules, By Laws, and Policies.

12. Communication With Residents
   Formal communication with Residents is conducted through the University email address. Residents are required to check for email messages regularly.

13. Authority Within Flinders Living
   a. The Dean has responsibility for the management of the conduct of Residents.
   b. The Associate Deans are appointed to assist in the pastoral, administrative, disciplinary and academic management of the Hall and Village, and act on behalf of and with the authority of the Dean.
   c. Under the direction of the Dean and Associate Deans, the Residential Tutors and Residential Coordinators are authorised to provide pastoral care and assistance to Residents, provide academic guidance, assist with out-of-hours administration, act as Fire Wardens in the event of an alarm, respond to breaches of policy and the Rules and Conditions and deal with any emergencies that arise.
   d. Residents must comply with any reasonable direction given by a member of University staff, and any reasonable request made by a fellow Resident in order to uphold University standards.

14. Authority To Access Resident Rooms
   a. Under normal circumstances residents will be given reasonable notice when access to individual rooms is required. Where providing advance notice is impractical staff will access rooms and provide notification that access has occurred.

15. Breaches Of Terms & Conditions
   a. A breach of this Agreement will attract the sanctions outlined in the Residential Handbook and this Agreement.
   b. Should a Resident wish to appeal a sanction, representation may be made to the Associate Dean in the first instance. An appeal may only be lodged where a Resident is able to demonstrate:
      i. that due process has not been followed; or
      ii. new information of a substantive nature has become available after a matter has been determined.
   c. Should a Resident wish to appeal a decision made by the Associate Dean, representation may be made to the Dean, within seven days of the Associate Dean’s determination in writing.
   d. In the event of a breach, the Dean or Associate Dean may relocate a Resident at their discretion.
   e. Where there is a real or perceived threat of physical or psychological danger to Residents, University staff or property, the Dean, in consultation with the Associate Dean, may immediately suspend a Resident while the matter is being investigated. Such suspension will require the Resident to seek alternative accommodation for the duration of the investigation. The investigation must be carried out by the University in reasonable time.
   f. Following an investigation, a Resident’s Agreement may be terminated and the Resident permanently excluded from residence.
   g. A Resident who has been suspended or excluded may submit a written appeal to the University Council on the following grounds:
      i. due process has not been followed in the handling of the complaint; or
      ii. new evidence of a substantive nature has become available after the resolution of the matter.
   h. Notwithstanding the appeals process, where a Resident has been suspended, banned or excluded from the Flinders Living Precinct may not re-enter the Precinct for any purpose without the written permission of the Dean.

16. Glossary:
   For these purposes: Accommodation Fee means the fees and charges set out in the Schedule of fees for the corresponding year; Agreement means this Agreement and any documents incorporated by reference; Application Fee means the non-refundable administration fee as set out in the Schedule of Fees; Bond means that component of the Service Fee set out in the Schedule of Fees which may be refunded upon application at the end of the Term where not otherwise forfeited or where the Resident is a returning Resident; Dean and Associate Dean mean respectively, the persons appointed as Dean and Associate Dean of Flinders Living, or their delegate; Flinders Living means the University’s organisational unit responsible for the management of the Hall and the Village; Flinders Living Precinct means the Hall and Village buildings and their surrounds; Hall means Flinders University Hall; Term means 40 weeks for a full year or 20 weeks for a half year, commencing on the first day of the relevant agreement period as set out in the Schedule of Fees; Resident means a Resident of the Hall or the Village; Service Fee means the fees and charges set out in the Schedule of Fees; University means the Flinders University of South Australia; Village means the Flinders University Deirdre Jordan Village.