

VICTORIA UNIVERSITY RESIDENCES RULES 2011

STUDENT VILLAGE & SUNBURY HALL



These definitions, rules and the accompanying Student Village/Sunbury Hall Handbook 2011 (Handbook) are incorporated into the terms of a Resident's Housing Contract.

Definitions

The following definitions are used in the Victoria University Residences Rules.

Arrival	The date that the Residents Housing Contract commences and the Resident received their keys
After Hours Assistant (AHA)	The After Hours Assistant is a member of the Residence Life Team who is on duty as a member of Staff
Bathroom	Any Bathroom or en-suite attached to a Unit, Room, or shared by floor
Common Area	Any open or closed area that can be accessed by all students (or college/hall/floor group) with or without use of a key or access device
Departure	The date that the Residents Housing Contract concludes and the Resident hands back keys
Designated Alcohol Free Area	College/Floor Kitchens, Laundries, Level Three Balcony (Sunbury Hall), Academic Centre, Computer Lab, designated Lounges as signed at Sunbury Hall and any area as directed by the Manager
Exclusion	A Resident has been directed in writing by the Manager that their Housing Contract is terminated and that they are required to vacate the University Residences
Foyer	The Room that adjoins either two or three bedrooms and a Bathroom
Hall Office	The Hall Office is the administration office of Sunbury Hall; it is located at the Level 2, Sunbury Hall
Management	Any permanent member of Staff of Victoria University Residences
Manager	Manager, Victoria University Residences, or his/her duly authorised representative
Non-Resident	Any person at University Residences who does not have a current Housing Contract with Victoria University Residences, including persons who are registered as Guests using a 'Guest Advice Form' lodged with a member of Staff
Residence Life Team	Members of the Residence Life Team are persons who have successfully applied for a Residence Life Team Accommodation Scholarship, they live in colleges and are significantly responsible for education and the enforcement of the Rules
Resident	Any person who has a current Housing Contract with Victoria University Residences
Room	The bedroom of a Resident that can be locked by that Resident, with the key that they were issued
Rules	Victoria University Residences Rules 2011
Service Centre	The Service Centre is the administration office of Victoria University Residences; it is located at the Student Village
Staff	Any person employed by Victoria University Residences
Unit	Any two or three bedrooms connected by a Foyer and Bathroom
University	Victoria University

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University Residences

Victoria University Residences, including Victoria Place, the Maribyrnong Campus (Student Village) and Building 17 of Sunbury Campus (Sunbury Hall), and their environs

1. Eligibility for Residence, Admission, Readmission

- 1.1. Enrolled Students and Staff of the University are eligible for residence at the University Residences. Other persons may apply to the Manager for consideration.
- 1.2. Any Resident whose enrolment is terminated must notify the Service Centre/Hall Office within 48 hours of termination.
- 1.3. Student Residents must provide a copy of current proof of enrolment within five business days of moving into residence, and again within five business days of the start of each subsequent academic year. A contract is not valid until a valid Confirmation of Enrolment has been received by University Residences.
- 1.4. Individuals who are enrolled at a recognised tertiary institution, TAFE, apprenticeship or trainees are eligible to apply, however, preference is given to enrolled students.

2. General Conduct

- 2.1. Residents must comply with any lawful instruction of a member of Staff of the University including, the Manager, Staff and Residence Life Team members.
- 2.2. No Resident while at University Residences will engage in conduct which:
 - 2.2.1. May cause harm to any person,
 - 2.2.2. Interferes with the quiet or comfort of any person,
 - 2.2.3. Damages or defaces the property of any person or the University,
 - 2.2.4. Breaches Commonwealth or Victorian law including, without limitation, intellectual property law.
 - 2.2.5. May bring the University or the University Residences into disrepute,
 - 2.2.6. Discriminates or harasses others or exhibit behaviour likely to cause offence. Residents are required to be familiar with the University's Social Justice Policy. Residents must also comply with State and Commonwealth Legislative requirements.
- 2.3. A Resident will not within the University Residences:
 - 2.3.1. Carry on any trade or business, except with the prior consent in writing of the Manager.
 - 2.3.2. Mount posters or external advertising material in Common Areas within University Residences unless it has been approved for display and stamped accordingly by the Manager. Such posters approved for display in Common Areas of the University Residences will be given a deadline for removal.
- 2.4. No soliciting is allowed at University Residences. Door to door selling is prohibited by any person on the premises.
- 2.5. Cooking of meals is not permitted in the Residential units/Rooms, only the use of an electric jug (automatic cut-off type only), a low wattage microwave, and a small bar refrigerator (140-litre max.) is allowed.

3. Fees and Cancellations

- 3.1. Fees are calculated on a nightly basis, in accordance with the Resident's Housing Contract.
- 3.2. All Residents are required to pay the accommodation fees and acceptance payment before being issued with keys and/or access devices.
- 3.3. If any fee due to the University Residences is not paid in full within seven days of the date upon which it falls due; a daily late payment charge may be imposed for every day the account is outstanding as specified in the Housing Contract. Internet and telephone services may be suspended until the account is fully cleared.
- 3.4. Residential Student Services may be suspended for accounts that are in arrears until fully cleared.
- 3.5. If a payment transaction is dishonoured, the associated bank fees will be charged to the Resident's account.
- 3.6. If a Resident's account is in arrears by more than one month of the date the fees were due, they may be excluded from residency by the Manager and the Security Deposit will be forfeited and not credited against the outstanding balance.
- 3.7. Any debt unpaid may be recovered from the Resident. Additional external Recovery action may also be implemented for the Recovery, in full, of outstanding monies and additional recovery costs.
- 3.8. Security Deposit less deductions will be refunded after departure with a VU Cheque, International Money Draft or deposit onto a Visa/MasterCard. Cash refunds are not possible.

4. Temporary Absences

- 4.1. During the agreed minimum term of any Housing Contract, there is no financial relief for temporary absences.

5. Early Departure

- 5.1. Twenty-eight days notice must be given to the Service Centre/Hall Office in writing on the prescribed form in order to terminate residency prior to completion of the agreed minimum term for all Housing Contracts which are for one semester or longer. If this notice is not given, twenty-eight days fees in lieu will be charged.
 - 5.1.1. In exceptional circumstances, the Manager may allow a Resident to terminate residency without twenty-eight days notice. Approval is discretionary. Should such approval be granted the Security Deposit may still be forfeited.

- 5.1.2. A Resident who has given notice to terminate residency must notify University Residences in the event that they wish to retract their decision to vacate, the continuation of the Housing Contract after this point is at the discretion of the Manager.
 - 5.2. A Resident who vacates their Room without informing University Residences Staff will not be regarded as having terminated their residency until, the earlier of: the date on which their Room keys are returned to the office; or, the date on which the fact of their Departure is noted by University Residences Staff. (Twenty-eight days fees in lieu will be charged from the date that the Departure is noted for Housing Contracts of one semester or longer.)
 - 5.3. A Resident who has signed a Housing Contract and fails to complete the agreed minimum term of residency (either by their individual choice or by a directive of the Manager) will not be entitled to a refund of the acceptance payment.
- 6. Departures**
- 6.1. All outstanding fees must be paid before Departure, without applying the Security Deposit, unless authorised by the Manager or the Finance & Administration Officer.
 - 6.2. All Residents are required to be checked out of their Room in the presence of an administrative Staff member at a prearranged time on their day of Departure. At this time all keys, or access devices and the Residences ID card must be returned.
 - 6.3. An excess cleaning charge may apply if a Resident vacates their Room and leaves it in an unclean state. Residents are required to leave all furniture in the Room, remove posters and any other items from walls (including adhesives), vacuum the floor before they vacate, and clean the Bathroom (ensuite at Sunbury Hall).
- 7. Exclusion**
- 7.1. The Manager may exclude a Resident from University Residences if a Resident:
 - 7.1.1. breaches these Rules;
 - 7.1.2. breaches a term of the Housing Contract;
 - 7.1.3. fails to observe the requirements of University Statute, Regulation or Policy; or
 - 7.1.4. fails to obey any lawful instruction of a member of Staff of the University directed to the Resident
 - 7.2. Residents who become subject to Exclusion from residency at the direction of the Manager will be required to vacate University Residences upon 48hrs notice. The Security Deposit will not be refunded or be applied to outstanding fees.
 - 7.3. Ex-Residents who have been previously excluded from residency by the Manager are not authorised to enter the grounds of the University Residences and are therefore not welcome as guests. An ex-Resident may visit the Service Centre/Hall Office for the purpose of making payments.
- 8. Limitation of Liability for Property**
- 8.1. All property is brought onto University Residences at the Residents own risk. The University is not responsible for any loss or damage, however caused, to Residents property including property seized in accordance with these Rules and items placed in storage.
 - 8.2. The University shall reserve the right to seize property for reasons of occupational health and safety, hygiene and where the use or presence of such property on either University Residence is in breach of the Rules.
 - 8.3. Residents must arrange their own insurance cover for all property (including bicycles and vehicles).
- 9. Storage and Unclaimed Property**
- 9.1. Storage is provided to Residents who complete a Student Storage Form and intend to return to live in the University Residences the following semester. Residents who fail to return to sign a contract to reside in the University Residences the following semester will be charged \$200 in storage fees before such stored items will be released.
 - 9.2. Kitchen lockers may be opened by a member of staff on occasions when access may be required.
- 10. Room Allocation and Use**
- 10.1. Residents are entitled to occupy and use only their allocated Bedroom and its associated Common Areas. The use of any other Bedroom other than the one allocated is prohibited. Rooms may not be sub-let or shared under any circumstances, nor is twin occupancy of a single Bedroom permitted.
 - 10.2. A Resident's Room allocation may be altered by reasonable notification from the Manager to maintain good order within the community. If so directed a resident must move their belongings within the time frame specified by the Manager.
 - 10.3. Unrestricted access is required at all times to foyers, corridors, breezeways and stairwells. The University reserves the right to remove items which are found in such areas.

- 10.4. No Resident will enter another Resident's Room unless by the express invitation of that Resident. If a Resident is invited into a Room, and subsequently asked to leave, the Resident will do so immediately.
- 10.5. Maintenance personal may require access to a residents room to complete maintenance matters.
- 10.6. A resident can only enter another residents room without the resident present, only with prior arranged written consent from the allocated resident of the room

11. Vehicles & Parking

- 11.1. A Resident will only park, or allow a vehicle to be parked, in the designated Resident parking areas.
- 11.2. Vehicles not displaying a current parking permit may be fined or towed off University Residences.
- 11.3. To obtain a parking permit a Resident must produce their current drivers licence.
- 11.4. All Residents must drive in a responsible, considerate and legal manner within the University Residences, Sunbury campus and upon adjoining streets.
- 11.5. Any vehicle owned or under the control of a Resident must be maintained in a roadworthy state, and must maintain current vehicle registration. Any vehicle which becomes unregistered, damaged or incurs mechanical failure must be repaired or removed from the University Residences. University Residences may arrange the vehicle's removal if the Resident does not rectify the situation within 14 days of being notified in writing. Any costs incurred by University Residences will be charged to the Resident.
- 11.6. A temporary parking permit must be obtained from the Service Centre/Hall Office or the After Hours Assistant if
 - 11.6.1. A Resident has temporary use of a motor vehicle; or
 - 11.6.2. A Non-Resident wishes to park a vehicle temporarily within the grounds of Student Village or in the car park adjoining Sunbury Hall.

12. Non-Residents / Guests

- 12.1. Non-Residents at University Residences after 1.00am must be registered as a guest by completing a guest form, lodged with the Service Centre/Hall Office or After Hours Assistant.
- 12.2. Residents are responsible for the behaviour of and/or the costs of any loss or damage caused by, their guests while at University Residences. It is the Resident's responsibility to ensure that their guests are aware of and abide by these Rules and the Handbook.
- 12.3. A Resident who signs a Housing Contract for one semester or longer is entitled to 5 free declared guest nights per month (non-accumulative).
- 12.4. If a guest requires their own Room, then the daily casual accommodation rate will be paid by the Resident arranging the guest's accommodation. Such accommodation is at the Manager's discretion.
- 12.5. A Resident who provides undeclared overnight accommodation to a guest will be personally charged double the casual rate for each guest.
- 12.6. Guests are prohibited from sleeping in Common Areas. A Resident will be required to pay double casual accommodation fees for any such guest/s found sleeping in Common Areas.
- 12.7. The Manager may refuse entry to University Residences to any non-Resident. The Manager may direct any Non-Resident to leave the University Residences immediately.
- 12.8. The hosting Resident must have permission from the other Residents in his/her Unit (Village only) before any overnight guest is permitted. The rights of any Resident always take priority over those of a Non-Resident.

13. Noise

- 13.1. The University Residences are intended primarily for academic study, sleep, and quiet relaxation. Residents will restrict noise to a level, which is consistent with those purposes.
- 13.2. Quiet Hours are established subject to Academic Schedules'.
- 13.3. All other times not defined as Quiet Hours are considered to be Courtesy Hours. A Resident who is causing noise during Courtesy Hours will comply with the reasonable request of another Resident to reduce that noise.
- 13.4. The Student Village courts, gym, table tennis room, billiards room and piano room may be used only during standard courtesy hours.

14. Alcohol, Drugs and Smoking

- 14.1. Possession of beverages in glass containers is prohibited in all common or outdoor areas of the University Residences, and at functions. Residents are permitted to carefully transport newly-purchased beverages in unopened glass containers directly to their Room upon return to the University Residences.
- 14.2. Alcohol consumption is not permitted in Designated Alcohol Free Areas.

- 14.3. Alcohol consumption that involves excessive drinking (including, but not limited to, an open bar, possession of kegs, drinking games, beer bongs) is prohibited, at University Residences and at any event which is hosted or organised in the name of the University Residences.
 - 14.4. Alcohol must not be sold within the University Residences, except where a liquor licence has been obtained by the Manager for a particular University function.
 - 14.5. If a liquor licence is required for any authorised event the permission of the Manager must be obtained.
 - 14.6. Brewing or distilling of any form of alcohol or the supply of home-brewed or home-distilled alcohol sourced elsewhere is not permitted under any circumstances.
 - 14.7. Use or possession of illegal drugs/substances, possession or use of equipment associated with the use or manufacture of illegal drugs/substances, or deliberate misuse of prescribed pharmaceutical drugs is prohibited at University Residences and may be reported to the police.
 - 14.8. The University is committed to providing a healthy, smoke free environment for students and Staff. No smoking is permitted inside or within three metres of any University Residences building.
 - 14.9. At Sunbury Hall, smoking is only permitted outside, in locations as directed by the Manager.
- 15. Animals, Pets, and Wildlife**
- 15.1. Residents and Non-Residents must not:
 - 15.1.1. Keep pets, other than aquarium species.
 - 15.1.2. Feed or otherwise encourage stray animals.
 - 15.1.3. Bring live animals onto University Residences, including animals intended for slaughter.
 - 15.1.4. Disturb, harass or harm any wildlife that may frequent the grounds of the University Residences.
- 16. University Residences Property**
- 16.1. Residents and Staff will check the Room inventory on Arrival by completing and signing a Room Condition Report. Any damage or discrepancy must be notified to the Service Centre/Hall Office immediately. Residents and Staff will also check Rooms on Departure by completing and signing a Room Condition Report. The cost of any damage or discrepancy not initially reported at Arrival will be charged to the Resident's account.
 - 16.2. Any damage to, or loss of, University Residences property must be reported immediately to a member of Staff.
 - 16.3. Residents are responsible for the custody and care of their Room keys, access devices, Room(s), and Room contents, and are jointly and severally responsible for the Common Areas (including Student Village foyers & bathrooms in units as applicable). Room keys and access devices must be returned to the Service Centre/Hall Office on termination of residency. If keys or access devices are lost the Service Centre/Hall Office must be notified immediately. The Resident will be charged accordingly for the loss and also for the cost of a lock change if deemed necessary by Staff.
 - 16.4. Residents will be charged a \$15 lock-out fee for any lock-out between the hours of midnight and 8am and for any lock-out in excess of the grace limit of three lockouts per calendar year.
 - 16.5. Residents (jointly and severally) may be charged for the cost of cleaning, replacement, or repair as a consequence of loss or damage (however occurring) to University Residence's property for which they are deemed responsible.
 - 16.6. For reasons of security, Residents must not label keys or access devices in a way that identifies either themselves or their Room, except by attaching the supplied key tag.
 - 16.7. University Residences property must not be removed from Rooms, units, or other areas of the University Residences without the prior written consent of Management. Residents wishing to bring their own bed or other furniture, and therefore requiring University Residences furniture to be placed into storage are responsible for advising Staff in writing before such action is taken. Removal of furniture without approval may result in a Resident being charged for items found missing at the end of the agreed minimum term of accommodation.
 - 16.8. Damage to or of loss of University Residences property (however occurring) for which unidentified persons are responsible may be listed as General Damages, and the cost charged equally to all Residents' accounts within the relevant area (i.e. on a Unit or college/floor or Village/Hall-wide basis).
 - 16.9. The removal of furniture from Common Areas of the University Residences is prohibited.
 - 16.10. Where there is reasonable evidence smoking has occurred in a Room, the costs associated with cleaning, repair and/or painting may be charge to that Resident.
 - 16.11. Gym members detected recklessly using or damaging Student Village gym equipment will be responsible for the cost of any necessary replacement or repair of equipment and may have their membership revoked and no refund of the membership fee will be payable.
 - 16.12. Where deliberate damage, as determined by the Manager, is done to equipment or facilities within the gym area and the perpetrator is not identified, the rectification or replacement costs may be apportioned across all current gym members.
 - 16.13. Gym members may not allow access to the University Residences gym to non-members or Non-Residents. The gym membership of any Resident facilitating such may be cancelled and no refund of the membership fee will be payable.

16.14. Residents are responsible for the custody of any keys or access devices, which must be returned to the office on termination of residency. The Resident will be charged accordingly for the loss and for the cost of a lock change if deemed necessary by staff.

17. Equipment Loans (& at Student Village Use of Gym, Table Tennis Room, Piano Room & Art Room)

17.1. Village Gym key (Village Gym members only), ping pong room key and pool/billiard equipment loans are subject to loan conditions. Late fees will be charge for items not returned within their loan period.

17.2. Vacuum cleaner loans are subject to loan conditions. Late fees will apply for any vacuum cleaner that is overdue.

17.3. Any equipment, which is not returned within the loan period, will be regarded as lost and its replacement cost charged to the Residents account.

18. Health & Safety

18.1. Food Storage & Cooking

18.1.1. Food which, in the opinion of Staff or Residence Life Team member/s is not in a hygienic condition may be disposed of without notice.

18.2. Cleaning

18.2.1. Residents must remove all personal items when they leave a Bathroom, kitchen or Common Room.

18.2.2. Where Staff consider that, owing to lack of care by a Resident or Residents for a Room or other area, additional cleaning is necessary, the cost will be charged to the account of the Resident(s) concerned if identified and if not; the cost will be listed as General Damages.

18.2.3. Residents are personally responsible for keeping their Room in a clean and tidy state.

18.2.4. (Student Village only) Residents will provide unimpeded access to their Bathroom and Foyer for cleaning purposes not less than once each week.

18.2.5. (Sunbury Hall only) Residents with ensuite Rooms are required to clean their own Bathroom and to keep it in a clean and tidy state throughout the year. Residents must leave the Bathroom in this condition upon vacating the Room.

18.3. Safety

18.3.1. Residents must not misuse fire alarms, hoses, fire blankets, smoke detectors/alarms or extinguishers and may be reported to the police if such misuse occurs.

18.3.2. Residents identified as tampering with, damaging or activating safety devices or alarms of any kind, may be personally billed for the full costs incurred as a result of the interference.

18.3.3. Residents will familiarise themselves with all emergency procedures of their University Residence and respond immediately to all evacuations.

18.3.4. The following is prohibited within the University Residences:

18.3.4.1. Room heating appliances other than those provided by the University Residences;

18.3.4.2. Any appliance with an exposed heating element;

18.3.4.3. Candles, incense, oils, or any appliance or other item which produces a flame or smoke;

18.3.4.4. Any appliance which is uncertified or which does not fully comply with Australian Safety Standards.

18.3.4.5. Any power board without a surge protector or cut-out switch.

18.3.4.6. Placing personal furniture in Common Areas.

18.3.5. No Resident will carry or keep a firearm or other weapon (real or imitation) within the University Residences.

18.3.6. (Student Village) No Resident is permitted access on top of the covered walkways that connect the Colleges.

18.3.7. The University reserves the right for Staff to enter Residents' Rooms in the event of an emergency, to disconnect any source of unreasonable noise, or if there is cause for concern over the safety/well being of Residents, or the integrity of the University Residences.

18.4. Personal Health

18.4.1. Residents who contract any form of illness or sustain injury are expected to seek adequate medical attention.

18.4.2. The University reserves the right for Staff to call emergency services, if considered necessary.

18.4.3. Any Resident diagnosed with a notifiable illness/disease must seek ongoing medical treatment, act in accordance with medical advice, and follow any reasonable directions which may be given by the Manager.

18.4.4. Residents whose ongoing personal issues negatively affect their academic progress or negatively impact upon other Residents may be directed by the Manager to seek professional support and/or treatment.

19. Computer Facilities

19.1. The following is prohibited on University Residence computers and in the Academic Centre:

- 19.1.1. Playing computer games.
- 19.1.2. Accessing offensive material.
- 19.1.3. Allowing access to Non-Residents.

19.2. The following is prohibited in the Student Village Computer Lab:

- 19.2.1. Installation or removal of software or hardware
- 19.2.2. The use of laptops
- 19.2.3. Consumption of food and beverages within one metre of any computer.

19.3. Residents who are detected using the wireless service in the Academic Centre at Student Village for purposes other than those specified, will incur a fee per incident, and may have their residency terminated if three breaches occur.

19.4. Residents using the wireless service in the Academic Centre at Student Village must adhere to the 'Guidelines for University Residences Wireless Network' displayed in the Academic Centre or available by request from the Service Centre.

19.5. Users must observe all relevant Victoria University regulations and policies (Information Technology Services – University Wide Policies <http://intranet.vu.edu.au/its/Policies>) required by the University.

19.6. Sunbury Hall Only:

- 19.6.1. Network access is available in bedrooms (upon written application to the Hall Supervisor) on the strict proviso that Residents will pay for all charges incurred using such service.

20. Amendments to the Rules

20.1. Amendments to these rules may be made from time to time. Details of any changes will be binding once displayed on Administration Notice Boards, at Sunbury Hall and Student Village, and published in a University Residences publication.

[Revised January 2011]