

VICTORIA PLACE RULES AND CONDITIONS

Rules, Conditions and definitions are outlined in the Victoria Place Handbook 2011 and are incorporated into the terms and conditions of Resident Housing Contracts. The following definitions are used in the Victoria Place Rules.

Arrival	The date that a Resident's 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 attached to a unit or common area
Common Area	Any open or closed area that can be accessed by all students' with or without use of a key or access device
Departure	The date that the Residents Housing Contract concludes and the check out procedure is completed
Designated Alcohol Free Area	All common areas and balconies, with the exception of the Main Common Room
Exclusion	A Resident has been directed in writing by the Residential Coordinator that their Housing Contract is terminated and that they are required to vacate Victoria Place
Official Handbook	Victoria Place Residents Handbook
Reception Office	The Reception Office is the Administration Office of Victoria Place which is located at Victoria University Residences, Student Village, Gate 3 Williamson Road, Maribyrnong.
Management	Any permanent staff member of Victoria Place
Residential Coordinator	Residential Coordinator, Victoria Place, or his/her duly authorised representative
Non-Resident	Any person present who does not have a current Housing Contract with Victoria Place, including persons who are registered as Guests using a 'Guest Advice Form' lodged with a member of Staff
Resident Assistants	Resident Assistants are members of the Residence Life Team who assist residents with transitional, academic and personal issues and are responsible for the enforcement of Rules and Conditions.
Resident	Any person who has a current Housing Contract with Victoria Place
Unit	The unit of a Resident that can be locked by that Resident, with the key that they were issued, which includes bedroom, bathroom, kitchen and study facilities.
Rules and Conditions	Victoria Place Rules and Conditions 2010
Staff	Any person employed by Victoria University – University Residences, Victoria Place.
University	Victoria University
Victoria Place	Victoria Place, 117-119 Ballarat Rd Footscray, 3011.

Rules and Conditions are subject to Victoria University Statute regulations and policies.

1 Eligibility for Residence

- 1.1 Students and staff who are enrolled students of the University are eligible for residence at the Victoria Place. Other persons may apply to the Residential Coordinator for residence.
- 1.2 Any resident whose enrolment is terminated must provide notification 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.

2 Re-admission

- 2.1 Re-admission for the following year or continuing fixed term is conditional upon residents having:
- 2.2 Observed the Rules and Conditions and;
- 2.3 Met payments of due accounts in accordance with the Fee Schedule for Victoria Place.

3 Allocation and Use of Accommodation

- 3.1 Allocation of units is undertaken by the Residential Coordinator based on application details, referee reports and other relevant information.
- 3.2 Unless otherwise specified, units are for single occupancy only
- 3.3 Each resident is responsible for ensuring a unit inventory is completed on arrival and departure
- 3.4 Residents are only entitled to occupy and use their allocated unit and its contents. The use of any other unit is prohibited.
- 3.5 Residents may not sub-let units under any circumstances, or allow non-residents to reside in their units without the permission of the Residential Coordinator.
- 3.6 Unrestricted access is required at all times to foyer, corridor, and stairwell. The University reserves the right to remove items which are found in such areas.
- 3.7 No Resident will enter another resident's unit unless invited and if asked, will leave immediately.
- 3.8 A resident can only enter another residents unit, without the resident present, only with prior arranged written consent from the allocated resident of the unit.

4 Duration of Residency

- 4.1 Residency is offered and accepted for a fixed period as specified in the contract conditions. Contract duration options include a full academic year, semester contract and summer contract.

5 Temporary Absences

- 5.1 There is no financial relief for temporary absences.

6 Termination of Residency by a Resident/Departures

- 6.1 A resident who wishes to leave prior to the end of their Contract remains liable for the payment of fees until the end of the contract period. Written notice must be tendered on the 'Notice of Departure' form available.
- 6.2 In exceptional circumstances, the Residential Coordinator may allow a Resident to terminate residency prior to the end of the contract period. Approval is discretionary and the Security Deposit may still be forfeited.
- 6.3 All outstanding fees must be paid before departure, without applying the Security Deposit, unless authorised by the Residential Coordinator.
- 6.4 All Residents are required to be checked out of their unit in the presence of an administrative staff member at a prearranged time on their day of departure. At this time all keys, access devices and the Victoria Place ID card must be returned.
- 6.5 Residents are required to leave their unit in a clean condition and are to remove posters and other items from walls (including adhesives supplied). All contents owned by Victoria Place must remain. If these conditions are not met a cleaning or replacement charge for items may be administered.

7 Fees and Cancellations

- 7.1 All Residents are required to pay the accommodation fees and acceptance payment before being issued with keys and/or access devices. Fees are to be paid two months in advance, as outlined in the schedule of fees.
- 7.2 If any due fee is not paid in full within seven days of the due date; a daily late payment charge may be imposed for every day the account is outstanding as specified in the Housing Contract.
- 7.3 Residential Student Services may be suspended for accounts that are in arrears until fully cleared
- 7.4 If a payment transaction is dishonoured, the associated bank fees will be charged to the resident's account.

- 7.5 The University reserves the right to recover any unpaid debt incurred by the resident. Additional external Recovery action may also be implemented for the Recovery, in full, of outstanding monies and additional recovery costs.
- 7.6 Damages default 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.

8 General Conduct

- 8.1 Residents shall be bound by the Victoria Place Rules and Conditions 2010.
- 8.2 The official resident Handbook sets out in detail the policies and procedures governing life in Victoria Place. Failure to observe or comply with the policies and procedures as set out in the Official Handbook is a breach of the contractual Rules and Conditions Governing Residency. Copies of the Handbook are available to every Resident which can be obtained from the Residential Coordinator or the Victoria Place website.
- 8.3 Residents must comply with all Victoria University Statutes, Rules and Conditions and policies, including policies on Internet Use and Access <http://intranet.vu.edu.au/its/Policies/ITu.asp>; and Equal Opportunity http://www.vu.edu.au/Current_Students/Support_Services/Equity_and_Social_Justice/index.aspx Residents must also comply with State and Commonwealth Legislative requirements.
- 8.4 Residents must comply in a respectful manner with any lawful instruction or reasonable direction given by a member of Staff of the University including the Residential Coordinator and Resident Assistants or any other University Personnel.
- 8.5 The consumption of alcohol on University premises is governed by the Victoria University Student Alcohol and Other Drugs Policy, as outlined in the official handbook.
- 8.6 Residents are responsible for the conduct and behaviour of any visitor or overnight guest at Victoria Place and guests must be in the company of their host resident at all times.
- 8.7 A Resident will not within Victoria Place:
 - 8.7.1 Carry on any trade or business, except with the prior consent in writing of the Residential Coordinator.
 - 8.7.2 Mount posters or external advertising material in Common Areas within Victoria Place unless it has been approved for a display period and stamped accordingly by the Residential Coordinator.
- 8.8 No soliciting is allowed at Victoria Place. Door to door selling is prohibited by any person on the premises.

9 Serious Breaches of Rules and Conditions

- 9.1 No Resident while at Victoria Place will engage in conduct which:
 - 9.1.1 May cause harm to any person,
 - 9.1.2 Interferes with the quiet enjoyment or comfort of any person,
 - 9.1.3 Damages or defaces the property of any person, the University or Victoria Place,
 - 9.1.4 Breaches intellectual property,
 - 9.1.5 May bring the University or Victoria Place into disrepute,
 - 9.1.6 Discriminates or harasses others or exhibit behaviour likely to cause offence. Residents are required to be familiar with the University's Social Justice Policy.
<http://wcf.vu.edu.au/GovernancePolicy/PDF/POE040809000.PDF>

10 Safety

- 10.1 Residents will familiarise themselves with all emergency procedures of Victoria Place and respond immediately to all evacuations.
- 10.2 Residents must not tamper with safety devices or alarms, these actions may be reported to police and residents can be billed for any costs incurred.
- 10.3 The following is prohibited within Victoria Place:
 - 10.3.1 Unit heating and cooling appliances other than those provided by the Victoria Place;
 - 10.3.2 Any appliance with an exposed heating element;
 - 10.3.3 Candles, incense, oils, or any appliance or other item which produces a flame or smoke;
 - 10.3.4 Any power board without a surge protector or cut-out switch.

11 Exclusion

- 11.1 The Residential Coordinator may exclude a resident from Victoria Place if a resident:
 - 11.1.1 breaches these Rules and Conditions;
 - 11.1.2 breaches a term of the Housing Contract;
 - 11.1.3 fails to observe the requirements of University Statute, Regulation or Policy;
 - 11.1.4 fails to obey any lawful instruction of a member of Staff of the University directed to the resident; or

- 11.1.5 breaches Commonwealth or State Laws in a way that impacts upon the integrity of Victoria Place
- 11.2 Residents who become subject to Exclusion from residency at the direction of the Residential Coordinator will be required to vacate Victoria Place upon 24hrs notice. The Security Deposit will not be refunded or be applied to outstanding fees.
- 11.3 Ex-Residents who have been previously Excluded from residency by the Residential Coordinator are not authorised to enter the premises of the Victoria Place and are not welcome as guests.

12 Non-Residents / Guests

- 12.1 Non-Residents at Victoria Place after 11.00pm must be registered as a guest by completing a guest form, lodged with the 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 Victoria Place. It is the Resident's responsibility to ensure that their guests are aware of and abide by these Rules and Conditions and the Handbook.
- 12.3 A Resident who signs a Housing Contract for one semester or longer is entitled to five free declared guest nights per month (non-accumulative).
- 12.4 If a guest requires their own unit, a casual accommodation rate will be paid by the resident arranging the guest's accommodation. Such accommodation is at the Residential Coordinator'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 Residential Coordinator may refuse entry to Victoria Place to any non-Resident. The Residential Coordinator may direct any non-resident to leave Victoria Place immediately.

13 Noise

- 13.1 Victoria Place is intended primarily for academic study, sleep, and quiet enjoyment / relaxation. Residents will restrict noise to a level, which is consistent with those purposes.
- 13.2 Quiet Hours are established subject to the Academic Schedules' and as directed by the Residential Coordinator.
- 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.

14 Alcohol, drugs and smoking

- 14.1 Possession of beverages in glass containers is prohibited in all common or outdoor areas of the Victoria Place, and at functions. Residents are permitted to carefully transport newly-purchased beverages in unopened glass containers directly to their unit upon return to the Victoria Place.
- 14.2 Alcohol consumption is not permitted in Designated Alcohol Free Areas as outlined in the official Handbook.
- 14.3 Alcohol consumption that involves excessive drinking (including, but not limited to, an open bar, possession of kegs, drinking games, beer bong) is prohibited, at Victoria Place and at any event which is hosted or organised in the name of Victoria Place.
- 14.4 Alcohol must not be sold within the Victoria Place, except where a liquor licence has been obtained by the Residential Coordinator for a particular University function.
- 14.5 If a liquor licence is required for any authorised event the permission of the Residential Coordinator 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 Victoria Place 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 and smoking is only permitted outside, in locations as directed by the Residential Coordinator and as outlined in the official Handbook.
- 14.9 Where there is reasonable evidence smoking has occurred in a unit, the costs associated with cleaning, repair and/or painting may be charged to that Resident.
- 14.10 A responsible Officer of the University reserves the right to inspect resident's units, up to two times per year and to organise access for maintenance repairs.

15 Victoria Place Property

- 15.1 Residents and staff will check the unit inventory upon Arrival and Departure by completing and signing a Room Condition Report. Any damage or discrepancy must be notified to the Office immediately. The cost of any damage or discrepancy not reported at Arrival will be charged to the Resident's account.
- 15.2 Any damage to, or loss of, Victoria Place property must be reported immediately to a member of Staff.
- 15.3 Residents will be charged a \$50 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.
- 15.4 Residents may be charged for the cost of cleaning, replacement, or repair for loss or damage of Victoria Place property for which they are deemed responsible.
- 15.5 Victoria Place property must not be removed from units, or other areas of Victoria Place.
- 15.6 Damage to or of loss of Victoria Place property 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.
- 15.7 The removal of furniture from Common Areas of Victoria Place is prohibited.
- 15.8 Residents are responsible for the custody of any issued 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.
- 16 Animals, Pets, and Wildlife**
- 16.1 Pets and animals are not permitted in Victoria Place.
- 17 Limitation of Liability for Property**
- 17.1 All property brought onto Victoria Place is at the resident's own risk. The University is not responsible for any loss or damage to residents property.
- 17.2 Residents must arrange their own insurance cover for all property.
- 18 Storage and Unclaimed Property**
- 18.1 Storage is provided to Residents who complete a Storage Form, who intend to return, and live at Victoria Place, the following semester. Residents who fail to return to reside in Victoria Place the following semester will be charged \$200 in storage fees before such stored items will be released.
- 19 Health & Safety**
- 19.1 Residents are personally responsible for ensuring their unit is kept in a hygienic and tidy condition
- 19.2 Residents must remove personal items when they leave common areas.
- 19.3 The University reserves the right for Staff to call ambulance services if considered necessary for a resident's personal health and well being.
- 19.4 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 Residential Coordinator.
- 19.5 For reasons of security, residents must not label keys or access devices in a way that identifies either themselves or their unit, except by attaching the supplied key tag.
- 20 Computer Facilities**
- 20.1 Users must observe all relevant regulations and policies, including the Information Technology Services Policies required by the University. Accessible through the Victoria University intranet: <http://intranet.vu.edu.au/its/Policies/ITu.asp>
- 21 Rights and Responsibilities**
- 21.1 Residents are required to be self managing and responsible community citizens. Living in Victoria Place requires that all Residents respect the obligations outlined, the rights of other Residents and Victoria Place and University staff, property, facilities and amenities.
- 22 Student Feedback and Complaints Policy**
- 22.1 Victoria Place adheres to the Victoria University Student Feedback and Complaints Policy, which may be viewed at <http://www.vu.edu.au/library/pdf/StudentFeedbackandComplaints.pdf>.
- 23 Amendments to the Rules and Conditions**
- 23.1 The Rules and Conditions are subject to amendments when required. Details of any changes will be binding once displayed on Administration Notice Boards, at Victoria Place, and published in a Victoria Place publication.