

## Residential Agreement Terms and Conditions 2018

Definitions of terms used in this document can be found in Clause 36.

Parties to the Agreement are the Parent/Guardian, the Student and the College.

The Agreement between Emmanuel College, the Student and the Parent/Guardian of the Student comprises:

- a) an Offer setting out details and terms specific to the Student;
- b) the Emmanuel College Residential Agreement Terms and Conditions 2018 current at the time the Agreement comes into effect;
- c) the Emmanuel College Handbook 2018, including the Code of Conduct;
- d) the Emmanuel College Residence Fees 2018

Once the student accepts the Offer, these documents create legally binding obligations between Emmanuel College and the student and parent/guardian. The student and parent/guardian should therefore ensure that s/he has read, understood and is prepared to agree to all the terms and conditions in these documents before making a commitment by accepting the Offer. Notification of the Offer will be sent to the student by email.

The offer and remaining Agreement documents can all be viewed at [www.emmanuel.uq.edu.au](http://www.emmanuel.uq.edu.au).

The Agreement is governed by Australian law which international students might find quite different to the law which applies in their country. If you do not understand any of the Agreement terms and conditions, seek clarification via email from [enquiries@emmanuel.uq.edu.au](mailto:enquiries@emmanuel.uq.edu.au) or telephone +61 7 3871 9100. Take independent advice before proceeding if you think you need it.

The Agreement comes into effect when the student and parent/guardian has accepted their offer and paid the non-refundable acceptance fee. Acceptance of the offer (whether by email, post or fax) makes a legally binding contract between Emmanuel College and the student and Parent/Guardian. Emmanuel College may (but is not obliged to) cancel the Agreement if the non-refundable acceptance fee is not paid by the date stipulated in the offer.

The parties entering into this agreement shall abide by their respective obligations pursuant to the agreement.

### Introduction

1. The parties to the Agreement are Emmanuel College, the student and the parent/guardian. The Agreement incorporates the offer, these terms and conditions, the Emmanuel College Handbook 2018, including the Code of Conduct and the Emmanuel College Residence Fees 2018.

2. Emmanuel College is an independently managed Residential College providing accommodation to full-time students attending The University of Queensland.
3. The parties acknowledge that:
  - 3.1. This Agreement does not, and is not intended to, create a tenancy of the Room. The student occupies the room but does not have exclusive possession of the room.
  - 3.2. The sole purpose of this agreement is to provide accommodation (the Room) to the student to enable them to undertake a course of study at The University of Queensland.
  - 3.3. The rooms are part of a communal residential environment and the student acknowledges that Emmanuel College will regard all forms of anti-social behaviour by the student or their visitors as unacceptable in such a context and contrary to the interests of the other students.
  - 3.4. The room is deemed to be satisfactory and acceptable to the student once the student has accepted the fobs and/or slept in the room.
  - 3.5. During the semester the student may request that this agreement be transferred to an alternative room subject to agreement by the Dean of Students. A \$50 administration fee is applicable. Transfers will be considered only in exceptional circumstances and only if an alternative Room is available. Transfers to rooms of a lesser value will not result in a reduced fee however; transfers to rooms of a higher value will require the additional fee to be paid.

### **Acceptance Fee and Residence Fees**

4. The student and parent/guardian agree to pay the non-refundable acceptance fee on or before the deadline stipulated in the offer and to pay the Residence Fees by the due date stated on the invoice. Students will not be provided with a room key unless the residence fees have been received by Emmanuel College prior to check-in.
5. Emmanuel College will accept payment by cash, cheque, bank transfer or credit card (Visa or MasterCard only).

For a list of what is covered by the residence fees, refer to the Emmanuel College Handbook 2018.

### **Early Termination of Agreement: Student's Circumstances**

6. The agreement will be treated as terminated with immediate effect in any of the following cases:
  - 6.1. If the student is already a student at Emmanuel College at the time when the agreement is entered into but, before the start of the agreement period, the student is either:
    - 6.1.1. Required to leave Emmanuel College accommodation which they occupy under an earlier Agreement; or
    - 6.1.2. Found guilty of a disciplinary or criminal offence.

### **Early Termination of the Agreement at Student's Request**

- 6.2. If it is the student and/or parent/guardian who wishes to terminate this agreement before the end of the agreement period, the student is required to advise the Dean of Students in writing or by email as a pre-condition for consideration of early termination in the following cases:
  - 6.2.1. If the student and/or parent/guardian wishes to terminate their agreement early for compassionate or medical reasons, Emmanuel College must be satisfied (in its reasonable discretion) that the reasons given by the student and any evidence in

support (eg, recent letter from medical professional regarding health) are such as should entitle the student and parent/guardian to be released from future obligations under their agreement. Emmanuel College will confirm with the student, in writing, that the agreement will be terminated. The parent/guardian will be liable for the residence fees under this agreement until the end of the agreement term or until the room is allocated to another student, (whichever is the earlier). However, at the discretion of the Provost & CEO, a refund of any prepaid fees may be provided.

The acceptance fee, the mandatory Students' Club fee and the UQ Lifestyle Package fee will not be refunded.

- 6.2.2. If the student wishes to withdraw from Emmanuel College (even prior to the Agreement period) for any other reason the parent/guardian will continue to be liable for the residence fees under this Agreement until the end of the agreement term or until the room is allocated to another student, (whichever is the earlier). However, at the discretion of the Provost & CEO, a refund of any prepaid fees may be provided.

The acceptance fee, the mandatory Students' Club fee and the UQ Lifestyle Package fee will not be refunded.

### **Termination of Agreement by Emmanuel College**

7. If the student is in serious or persistent breach of any terms of their agreement or is found guilty of a serious or persistent disciplinary offence under the Emmanuel College Code of Conduct, then the agreement may be terminated by Emmanuel College with immediate effect. Serious and/or persistent breaches include but are not limited to the following:
  - 7.1.1. Substance abuse, dealing, or supply.
  - 7.1.2. Violent or aggressive behaviour.
  - 7.1.3. Harassment or bullying.
  - 7.1.4. Serious damage to or interference with the property of Emmanuel College or another student.
- 7.2. If the Agreement is terminated under this clause the parent/guardian will continue to be liable for the residence fees under this agreement until the end of the agreement term or until the room is allocated to another student, (whichever is the earlier). The acceptance fee, the mandatory Students' Club fee and the UQ Lifestyle Package fee will not be refunded.
- 7.3. Emmanuel College may terminate this agreement before the start of the agreement period (but will not be obliged to do so) if the student does not pay the acceptance fee by the date stated in their offer.
- 7.4. Re-admission to College from one semester to another is not automatic, but is dependent upon financial, academic, and behavioural conditions during the previous period. Any student failing more than two courses or achieving a low GPA will not be eligible for return to College without special consideration. Students with a failing GPA may be asked to leave College at the end of any semester. The ultimate decision lies with the Provost & CEO.

## Damage and Loss to Rooms

8. From time to time throughout the agreement period the rooms will be audited by Emmanuel College staff. Damage, or missing items, will be presumed to have been caused by the student (or visitor(s) for whom s/he is responsible) unless there is clear evidence to the contrary.
9. The student is responsible for the furniture, fixtures and fittings inside the room. Any loss or damage occurring during the agreement period will be presumed to have been caused by the student (or visitor(s)) unless the student can show that this was not the case. Emmanuel College will be entitled to charge the student for the proper and reasonable costs of remedying any damage or replacing any missing item.
10. The student must return their room fob (key) to administration at the end of the agreement period or on earlier termination of the agreement.

## Loss of Fob (Key)

11. In the event that a student loses their room fob, a new fob will be issued. The student will be charged a fee for the replacement fob. In the event that the student locates and returns their missing fob within two weeks of the issuing of the replacement, the payment will be reversed.

## Access and Changes to the Room

12. The student must vacate the room for a reasonable period, or allow reasonable access to the room, to enable Emmanuel College employees and contractors, (and those acting on their behalf), to inspect, clean, repair and maintain the room. If Emmanuel College requires the student to vacate the room, it will offer suitable alternative accommodation. Emmanuel College will usually give reasonable notice when access or relocation is required, but no notice will be given in emergencies.
13. The student agrees that Emmanuel College (and/or those acting on its behalf) may enter the room in cases of immediate necessity or urgency. These include but are not limited to the following:
  - 13.1. Possible medical or severe psychological incapacitation of the student or anyone else present in the room.
  - 13.2. Suspicion of drug abuse.
  - 13.3. Illegal occupancy.
  - 13.4. Serious breaches of Emmanuel College's regulations such as violence or theft.
  - 13.5. Noise or behaviour which is a nuisance or disturbance to other students.
  - 13.6. Emergency maintenance to repair anything which is a danger to any person.
14. The student acknowledges that:
  - 14.1. Emmanuel College residences undergo a rolling refurbishment, maintenance and construction programme which relies on outside contractors. Such programmes may lead to some inconvenience or noise disturbance during normal working hours in adjacent properties, and this may affect the Room. Emmanuel College will use reasonable endeavours to keep students informed in advance of any major works likely to affect them.
  - 14.2. Emmanuel College reserves the right on giving reasonable notice to make changes to, or withdraw, any of its accommodation and services if such is necessitated by refurbishment and maintenance programmes. In such circumstances Emmanuel College will endeavour to provide suitable alternative accommodation. If there is no such accommodation available, or the student unreasonably refuses an offer of suitable alternative accommodation, then

Emmanuel College may terminate the agreement. In such cases residence fees are only payable up to the date of termination.

- 14.3. Emmanuel College is entitled to transfer the student to a different room (which it will endeavour to ensure is comparable to the original room) if in the reasonable opinion of the Dean of Students such a transfer is necessary due to a serious failure of facilities or desirable for the effective pastoral management of the residential wing.
- 14.4. Emmanuel College uses all the College facilities for conferences during the University holiday period. Emmanuel College is entitled to transfer the student (of any year level) to a different room during the University holiday period. Emmanuel College is entitled to place the student in a temporary room if their allocated semester room is in use or under repair at the time of their arrival in College.

## Student Behaviour

15. The student agrees:

- 15.1. To ensure that s/he has read and agrees to abide by the Emmanuel College Handbook 2018, including the Emmanuel College Code of Conduct.

And in particular:

- 15.2. To ensure that their visitors comply with these Terms and Conditions and the Emmanuel College Code of Conduct whilst in a wing and to be responsible for any failure by the student's visitor(s) to do so.
- 15.3. Not to do anything to bring Emmanuel College into disrepute and at all times to act in a reasonable manner in relation to their use and occupation of the Room and the communal facilities within a residential wing.
- 15.4. Not to cause any unreasonable disturbance or inconvenience to other occupants of or visitors to a residential wing.
- 15.5. Not to deface or to cause damage to any Emmanuel College property.
- 15.6. To pay a fair and reasonable proportion of any collective charge which Emmanuel College may properly impose on the occupants of all, or a specified part, of a residential wing for any damage to any part of the residential wing or its contents (outside a Room, which is in all cases the responsibility of the occupier) where individual responsibility cannot be determined. Charges will be actioned according to Clause 9. Appeals to the Dean of Students against collective charges may be made in writing.
- 15.7. To read, understand and comply with, the fire alarm and evacuation procedures (Emmanuel College Handbook 2018).

**Breach of these undertakings will be treated as a serious breach of this agreement entitling Emmanuel College to terminate the agreement (see clause 7).**

## Use of the Room

16. It is agreed that the room will be used solely for the purpose set out in clause 3.2 above. The student agrees not to carry on any profession, trade or business in the room or the residential wing.
17. The student agrees not to transfer, part with or share occupation of any part or the whole of the room save as provided for in this agreement without the written consent of Emmanuel College.

18. The student agrees not to cook or prepare any food other than light snacks (and to prepare them in the kitchenettes) in catered residential wings and only to cook in the kitchens of flats.

### **Alterations, Repairs and Cleaning**

19. The student must not make any alterations or additions to the room or the residential wing, either decorative or structural.
20. The student must not change the configuration of furniture within the room.
21. The student must keep the interior of the room in a clean and tidy condition.
22. The student must not do or permit anything to be done which would interfere with Emmanuel College's arrangements to keep the common parts well-tended and neat and tidy.
23. The student must not permit rubbish to accumulate in the room. All material for disposal or recycling must be removed from the room regularly. At the end of the agreement period (or when the student vacates if that is earlier) the student will leave the room clean and tidy and in accordance with the obligations in this agreement.
24. If there is a breach of any of clauses 17 to 21 Emmanuel College will be entitled to serve notice on the student requiring the student to clean, and/or pay for the cost of repair to, the room and if the student does not do so within a reasonable time (which will be stipulated in the notice) staff appointed by Emmanuel College will be entitled to enter the Room and clean or repair them and charge the costs of doing so to the student.
25. Emmanuel College will keep the room and the residential wing in good repair and will use all reasonable endeavours to keep in good repair and proper working order the installations and equipment provided. Emmanuel College will not be under any obligation to effect any repair or replacement where the student's or their visitor(s) actions or neglect made this necessary until the student has paid for the repair (unless Emmanuel College has a statutory obligation to do so).
26. The student agrees to report to the Emmanuel College administration any damage or any repairs required to the room or to the contents or other property belonging to Emmanuel College within 24 hours of becoming aware of it.

### **Fitness for Use – Damage by Insured Risks**

27. It is agreed that if, during the agreement period, the room will be rendered unfit for use by fire or by any other risk covered by Emmanuel College's insurance policy or by reason of any defect or want of repair which is Emmanuel College's responsibility, Emmanuel College will use all reasonable endeavours to provide alternative accommodation. If it is not possible to do so, a fair and reasonable proportion of the residence fees (according to the extent of the damage sustained) will cease to be payable (or if already paid, be refundable) for so long as the room or any part of them remains unfit for use. If the room is likely to be unfit for use for 4 weeks or more, Emmanuel College may terminate the agreement with immediate effect by giving written notice to the student and will refund to the student that part of the residence fees which relates to the unexpired part of the agreement period. Emmanuel College will not be under any obligation to seek alternative accommodation or reimburse residence fees where the student's (or their visitors') behaviour has caused Emmanuel College's insurance to be invalid.

### **Vacant Possession**

28. It is a condition of this agreement that at the end of the agreement period (or earlier termination of the agreement) the student will leave the room and hand it back to Emmanuel College with vacant possession (including the removal of all the student's belongings) and further will meet any

or all reasonable expenses incurred by Emmanuel College in the event of non-compliance by the student of this condition.

### Removal of Items

29. Emmanuel College will be entitled, at the student's expense, to remove from the room or other parts of the residential wing any article which in Emmanuel College's reasonable opinion constitutes an obstruction or a fire or a health and safety risk, or which is on display and likely to give serious offence to other people, but (unless perishable) will if requested return the item to the student on termination of the agreement.
30. It is the student's responsibility to clear the room of all their belongings at the end of the agreement period. Emmanuel College does not accept any responsibility for items left in the room or any other part of the residential wing or College at the end of the agreement period. If the student leaves any possessions in the room or elsewhere in the residential wing or the College on expiry of the agreement period (or on earlier termination of this agreement) Emmanuel College's staff will be entitled to remove the item and dispose of it as Emmanuel College reasonably sees fit without any liability to the student or to any third party who claims the item was hers/his. Where it is obvious that the item is valuable, Emmanuel College will first take reasonable steps to inform the student and give the student a reasonable opportunity to collect the item. Emmanuel College will not be under any obligation to forward an item to a student unless the student claims the item before it has been disposed of and pays Emmanuel College the reasonable costs of postage, packing and administration. Emmanuel College will not be liable for the loss (however it occurs) or damage of any item in transit.

### Third Party Rights

31. The rights and obligations under this agreement are personal to Emmanuel College and the student and are not intended to confer rights or benefits upon any successor in title or third party.

### Notices

32. Any notices to be given to Emmanuel College under this agreement will be effective if sent by post or delivered to the Provost & CEO, Emmanuel College, Sir William MacGregor Drive, St Lucia, QLD 4067 or by email to [enquiries@emmanuel.uq.edu.au](mailto:enquiries@emmanuel.uq.edu.au).
33. Any notices to be given to the student under this agreement will be effective if sent or delivered to the room (or if the student has left the room to their last known address).
34. Where this agreement refers to the giving of written consent by Emmanuel College then such consent will only be valid if provided by an authorised member of Emmanuel College's staff.

### Complaints Procedure

35. If the student wishes to raise a complaint about the condition of the room or about any issue arising from the terms of this agreement, this should be in writing, or by email, to the Dean of Students, Emmanuel College, Sir William MacGregor Drive, St Lucia, QLD 4067.

### 36. Definitions

- 36.1. **Parent/Guardian:** The parent or guardian of the student who will be resident in Emmanuel College.
- 36.2. **Student:** An individual who is a residential or non-residential member (formerly associate member) of Emmanuel College.

- 36.3. **College:** Emmanuel College within The University of Queensland.
- 36.4. **Offer:** An offer of accommodation made by Emmanuel College to a Student, which is subject to these terms and conditions, the Emmanuel College Handbook 2018, including the Emmanuel College Code of Conduct and the Emmanuel College Residence Fees 2018.
- 36.5. **Room:** A Room licensed by the College for the student's sole use as a study/bedroom for the duration of the academic year for which the offer is made in accordance with the terms and conditions of the offer documents.
- 36.6. **Common Parts:** Any shared facilities such as grounds, entrance lobbies, stairs, landings or residential wing hallways which are necessary for the purpose of gaining access to the Room (including any gardens, lawns, paths and roadways), shared bathrooms and kitchens.
- 36.7. **Contents:** The fixtures, fittings, furniture and equipment in the Room and residential wing provided at the start of the Agreement Period and after any break in the Agreement Period and those provided for general use in the common parts.
- 36.8. **Agreement Period:** The Agreement period is deemed to be 18 weeks for semester 1 and 17 weeks for semester 2 of the university academic year, beginning the day before the commencement of each semester. The commencement of semester is that date set by the academic calendar, in the year of offer, at the student's university of enrolment. Student residence in excess of the Agreement period will be subject to a Vacation Residence Fee as detailed in the Emmanuel College Residence Fees 2018.