

**ACCOMMODATION AGREEMENT
Terms and 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 Statement.

Note: These terms and conditions governs your residency with Flinders Living at University Hall and the Deirdre Jordan Village and must be read in conjunction with the Schedule of Fees and the Flinders Living Handbook for your year of entry. Both documents are available online at the following URL:

<https://www.flinders.edu.au/living/>

1. Agreement

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

2. Eligibility

- 2.1. 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.
- 2.2. 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, and at the discretion of, the Principal.

3. COVID-19 Vaccination

- 3.1. After accepting a residential place, a prospective Resident must comply with the terms of the *Flinders Living COVID-19 Vaccination Policy [FL-POL-001]* prior to the commencement of this Agreement.

4. Term

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

5. Cancellation

- 5.1. If after accepting a residential place, a prospective Resident cancels that place, the prospective Resident is entitled to:
 - 5.1.1. a full refund of the Advance Fees if cancelled in writing at least fourteen (14) days before the commencement of the Term;
 - 5.1.2. a 50% refund of the Advance Fees if cancelled in writing less than fourteen (14) days before the commencement of Term.
- 5.2. If after accepting a residential place, a prospective Resident cancels that place after the commencement of Term but before their arrival, the prospective resident is subject to Section 6 (see below) of this Agreement.

6. Early Termination

- 6.1. A Resident who wishes to leave prior to the end of the Term of this Agreement:
 - 6.1.1. is liable for the payment of all fees due under this Agreement; and
 - 6.1.2. must provide written notice of termination on the appropriate form available from Flinders Living Administration.
- 6.2. Early termination of this Agreement may be permitted at the discretion of the Principal in exceptional circumstances (such as withdrawal from the University, severe personal hardship or serious illness). In such circumstances, early termination will result in the requirement for the Resident to pay an amount equal to six weeks' Accommodation Fees.
- 6.3. The Advance Fees will not be refunded.

7. Conversion of a Full Year Term to a Semester Term

- 7.1. If after entering a full year Agreement a Resident:
 - 7.1.1. completes a course of study at the conclusion of first semester;
 - 7.1.2. defers or withdraws from the University at the conclusion of first semester; or
 - 7.1.3. where continuing residence past the conclusion of first semester can be shown to cause serious financial or severe personal hardship.

on application to the Principal, a conversion to a single semester Term may be permitted at the discretion of the Principal.
- 7.2. Additional weekly charges will apply where an application is made less than six (6) weeks prior to the conclusion of the Semester Term.
- 7.3. With the circumstance described in Section 7.1.1 (above) 50% of the Advance Fees (with the exception of any Flinders University Hall Residents' Club Membership Fee paid) will be refunded.
- 7.4. With the circumstances described in Sections 7.1.2 and 7.1.3 (above) the Advance Fees will not be refunded.

8. Allocation of Accommodation

- 8.1. Allocation of rooms within the Hall and Village is undertaken by the Principal or their delegate, based on information supplied by the prospective Resident and other relevant material.
- 8.2. Rooms are for single occupancy only.
- 8.3. A Resident may not share their room with others for a fee or charge.
- 8.4. A Resident may be required to move to an alternate room or residence type within Flinders Living at any time during their residency at the request of the Principal or their delegate.
- 8.5. Each Resident is responsible for ensuring the completion of a room inventory on arrival.

9. Care of Accommodation Facilities

- 9.1. Residents must:
 - 9.1.1. keep their bed/study rooms in a clean, hygienic and tidy condition;
 - 9.1.2. keep their common areas and environs in a clean, hygienic and tidy condition;
 - 9.1.3. not cause any damage to, or deterioration of the buildings, furnishings and equipment;
 - 9.1.4. participate equally in the upkeep of common areas;

- 9.1.5. not bring, keep or feed any animal or pet within Flinders Living with the exception of fish or other aquatic animals which live continuously under water in a small tank; and
- 9.1.6. obtain approval prior to bringing any item of non-University furniture on-campus.

10. Re-admission to the Hall and Village

- 10.1. In order to be considered for re-admission, Residents will be required to demonstrate that they have:
 - 10.1.1. enrolled as a full-time study of the University;
 - 10.1.2. attained a satisfactory pass rate in their academic studies;
 - 10.1.3. made a positive contribution to and participated in the life of the Hall or Village;
 - 10.1.4. observed all Rules and Conditions and possess a satisfactory student conduct history;
 - 10.1.5. met all payments of due accounts in accordance with the Schedule of Fees;
 - 10.1.6. attained satisfactory results in room/residence inspections conducted throughout the year; and
 - 10.1.7. completed the relevant application process by the published closing date for applications.

11. Fees and Charges

- 11.1. Accommodation Fees, charges and payment due dates are set out in the Schedule of Fees.
- 11.2. Residents are required to pay all Accommodation Fees in accordance with the Schedule of Fees.
- 11.3. 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.
- 11.4. Where a direct debit is dishonoured, the account may be charged an administration fee of \$15.00 to cover bank charges levied on the University.
- 11.5. A Resident unable to pay their Accommodation Fees in full before the due date must apply before that date to Flinders Living Administration for approval to pay Accommodation fees under a direct debit instalment plan.
- 11.6. Any fees overdue by the due date is a breach of this Agreement and will incur a Flinders University Financial Sanction. The account may be charged an administration fee of \$15.00.
- 11.7. If, at the conclusion of the Term, a Resident has an outstanding balance on their account and have not made prior alternate payment arrangements with Flinders Living Administration, the account may be charged an administration fee of \$100.00.
- 11.8. Debts may be referred to the University's debt collection agency and legal action taken to recover outstanding debt. Costs incurred by the University through the use of its debt collection agency may be added to the outstanding debt.
- 11.9. 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.

Advance Fees

- 11.10. To secure a room prospective Residents are required to pay the Advance Fees with their acceptance of an offer of a residential place. The Advance Fees requirements are set out in the Schedule of Fees.
- 11.11. 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

- 11.12. 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.

12. Resident Conduct

- 12.1. 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.
- 12.2. Residents are bound by this Agreement, the Schedule of Fees, and the Flinders Living Handbook.
- 12.3. Residents must comply with all State and Commonwealth legislative requirements, University Statutes, Rules, By Laws and Policies.

13. Communication with Residents

- 13.1. Formal communication with Residents is conducted primarily through the University email address or, in some cases, hard copy letter. Residents are required to check messages and mail box regularly.

14. Authority within Flinders Living

- 14.1. The Principal is the ultimate custodian of good order and proper conduct within the Flinders Living Precinct and has responsibility for the management of the conduct of Residents.
- 14.2. The Deputy Principal is appointed to assist in the provision of student welfare support and administrative, academic and student conduct management of the Hall and Village and acts on behalf of and with the authority of the Principal.
- 14.3. Under the direction of the Principal and Deputy Principal, the Residential Tutors and Residential Coordinators are authorised to provide student welfare support 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.
- 14.4. Residents must comply with any reasonable direction given by a member of University staff, Residential Tutor or Residential Coordinator and any reasonable request made by a fellow Resident in order to uphold the University standards.

15. Authority to Access Resident Rooms

- 15.1. 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.

16. Breaches of Terms and Conditions

- 16.1. A breach of this Agreement will attract the sanctions outlined in the Flinders Living Handbook and this Agreement.
- 16.2. Should a Resident wish to appeal a sanction made by the Deputy Principal, representation may be made to the Principal within seven (7) days of the Deputy Principal's determination in writing.
- 16.3. An appeal may only be lodged where a Resident is able to demonstrate:
 - 16.3.1. that due process has not been followed; or
 - 16.3.2. new information of a substantive nature has become available after a matter has been determined.
- 16.4. In the event of a breach, the Principal or Deputy Principal may relocate a Resident at their discretion.
- 16.5. Where there is a real or perceived threat of physical or psychological danger to Residents, University staff or property, the Principal, in consultation with the Deputy Principal, may immediately suspend a Resident while the matter is being investigated. Such suspension will require the Resident to seek alternate accommodation for the duration of the investigation. The investigation must be carried out by the University in reasonable time.
- 16.6. Following an investigation, a Resident's Agreement may be terminated and the Resident permanently excluded from residence.
- 16.7. A Resident who has been suspended or excluded may submit a written appeal to the Vice-President (Corporate Services) on the following grounds:
 - 16.7.1. due process has not been followed in the handling of the complaint; or
 - 16.7.2. new evidence of a substantive nature has become available after the resolution of the matter.
- 16.8. 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 Principal.

17. Glossary

- 17.1. **For these purposes: Accommodation Fee** means the fees and charges set out in the Schedule of fees for the corresponding year; **Advance Fee** means the fees and charges set out in the Schedule of Fees; **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; **Principal** and **Deputy Principal** mean respectively, the persons appointed as Principal and Deputy Principal 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; **University** means Flinders University; **Village** means the Flinders University Deirdre Jordan Village.