

Tauranga Accommodation Operational Accommodation Rules

Conduct and Discipline in the Accommodation Residences

The Director of Student Services has authority for order and discipline in the University of Waikato Accommodation. The Director of Student Services has issued the following Rules and Regulations for conduct in the University of Waikato Tauranga Accommodation. The Accommodation Coordinator and the Associate Director Student Accommodation are responsible for ensuring that these Rules and Regulations are adhered to in the Accommodation on a day-to-day basis. Repeated or serious breaches of the rules and regulations will be referred to the Director of Student Services for consideration in accordance with the Student Discipline Regulations 2014.

Accommodation Staff

The Accommodation Coordinator is responsible for managing the Durham Mews and Mayfair Court accommodation facilities. The Accommodation Coordinator is supported by two Residential Support staff members: one of who resides on site at Durham Mews and one at Mayfair Court. The Residential Support staff are the first point of contact for residents. University Security is also contactable 24 hours a day on 07 8383444. The Accommodation Coordinator is responsible for the pastoral care and discipline of the residents.

Accommodation Philosophy

The Durham Mews and Mayfair Court accommodation facilities are academic communities with a philosophy of providing students with an experience of communal living which is conducive to social maturation and academic success. As a consequence, residents are expected to adhere to a high standard of conduct when in residence and in the community.

Rules and Regulations

The Rules and Regulations for The University of Waikato Accommodation are based on consideration and respect for other people in and around the Accommodation community. All residents are to accept full responsibility for their behaviour and be capable of living independently.

Absence from the Accommodation

You should inform the Accommodation Coordinator or your Residential Support if you are going to be away in order to avoid unnecessary worry or concern. Enquiries will be made as to the whereabouts of any resident who is absent for more than two days and has failed to inform the Accommodation Coordinator or their Residential Support that they are going to be absent. This may include contacting your family. The Accommodation Coordinator will advise you of any further procedures or forms you are expected to complete.

Alcohol

The following rules and regulations in relation to alcohol may change during the currency of the contract to reflect any applicable changes to current alcohol related legislation.

The alcohol policy for the University of Waikato Accommodation does not attempt to prevent drinking but rather to foster a responsible approach by those who choose to use alcohol. However, the excessive consumption of alcohol by some residents sometimes disrupts the communal life of the Accommodation. Residents whose drinking behaviour is causing concern within the Accommodation and will face disciplinary action and may be encouraged to seek assistance to deal with the problem.

The following regulations apply to the use of alcohol in the University of Waikato Accommodation:

- Residents must be 18 years of age or older to possess or consume alcohol in the Accommodation
- Residents can only possess or consume bottled wine (standard sized), bottled or canned beer, ciders and RTD's (Ready to drink spirits and mixers) under 500 millilitres in volume
- All empty bottles and cans must be regularly removed from each room for recycling
- Any behaviour, games, apparatus, product or activity that promotes unsafe drinking practices or "binge drinking" is prohibited in the Accommodation
- Residents are responsible for the behaviour of their guests' and their complying with the alcohol regulations
- From time to time alcohol bans may be imposed on an individual, group or a total Accommodation ban
- An individual will be deemed to have consumed too much alcohol and may face disciplinary action if they are:
 - o Being noisy and/or abusive to any person

- o Being obstructive or non-compliant to any staff member carrying out their duties
- o Places themselves or others at risk through their actions
- o Damages, or is likely to damage the property of others including Accommodation property
- o Cannot respond to instructions given by staff
- o Cause a mess that needs to be cleaned by another person

Minor breaches of the Rules and Regulations regarding alcohol will be dealt with under the 'Alcohol Management Three Strikes Policy'. Serious or repeated breaches of the Rules and Regulations regarding alcohol will be dealt with by the Accommodation Coordinator in consultation with the Associate Director Student Accommodation & Director of Student Services. If the incident is of a serious nature, a resident's accommodation could be terminated as a component of a first or second strike. This policy states:

Alcohol Management Three Strikes Policy

- a. The first report of an alcohol related incident may result in the resident being seen by the Accommodation Coordinator. The Accommodation Coordinator may issue a first strike, impose an alcohol ban and/or impose a period of community service.
- b. The second report of an alcohol related incident may result in the resident being seen by the Accommodation Coordinator. The Accommodation Coordinator may issue a second strike, impose an alcohol ban and/or impose a period of community service. A second strike will be reported to the Associate Director Student Accommodation. The matter may be treated pastorally, if appropriate.
- c. A third report of an alcohol related incident will result in the resident being referred to the Associate Director Student Accommodation. The resident faces the possibility of being transferred to other Accommodation, having their residency terminated, being fined, plus any other measure the University may impose. If termination of residency is being considered the decision will be made by the Director of Student Services.

All alcohol related incidents requiring additional cleaning of a room, or area of the Accommodation will result in the individual responsible being fined \$75.00 plus additional necessary cleaning costs. If the individual responsible cannot be identified then the charges will be made to the apartment/Accommodation.

Assistance Register

Any resident who feels they may require special assistance in an emergency must provide relevant information to the Accommodation Coordinator before taking up residence in the Accommodation. This may include any medical problems, i.e. asthma, or any disability which affects hearing, vision or mobility. Should a resident develop any condition during the course of the year, they must inform the Accommodation Office immediately to ensure that staff are aware assistance may be required.

Bicycles

Bicycles must not be taken into the accommodation for health and safety reasons. Bicycles should be fitted with an anti-theft device.

Candles, Incense and Aromatic Oils

Candles, incense and aromatic oils pose a fire risk and are not permitted.

Canvassing

No organisation or individual (including residents) may place leaflets under doors, put posters on notice boards, sell tickets/items or canvass inside the grounds or buildings of the University of Waikato Accommodation without the express permission of the Accommodation Coordinator.

Checking Out

Residents who fail to observe check-out procedures when departing from their Accommodation, will be charged according to the staffs' assessment of damages. Residents who are not ready to check out at their appointment time will be charged a late check-out charge.

Cleaning

All residents are expected to maintain a reasonable level of personal hygiene. Residents are responsible for cleaning their rooms and keeping them tidy.

Residents of the Durham Mews accommodation are also required to clean communal areas, such as corridors, toilets and bathrooms, kitchen and lounge. All apartments will be inspected on a regular basis.

At Mayfair Court housekeepers will clean the communal areas such as corridors, toilets and bathrooms, kitchens and lounges once a week, provided they are kept tidy. Failure to maintain a reasonable standard of cleanliness will incur a cleaning fee shared equally between the residents of the apartment. All apartments will be inspected on a regular basis.

Removal of rubbish is the responsibility of the flat residents, as is maintaining a reasonable standard of cleanliness which meets the standard of the Accommodation Coordinator.

Any resident who is responsible for mess or stains beyond normal wear and tear will be required to pay the costs of any extra cleaning necessary, whether carried out by staff or outside contractors. Costs range from \$50.00 upwards.

Electricity and water usage

The weekly room fee is inclusive of a reasonable amount of electricity and water. Any usage beyond the reasonable amount will be charged to the apartment/Accommodation (equally split between all residents of the apartment/Accommodation).

Electrical Appliances

Residents may have televisions, videos, stereos, radios, alarm clocks, computers and hair dryers in their rooms. If you bring your own computer, we recommend you use a surge protector. Electric blankets are permitted, provided they have a current safety certificate issued by a qualified electrician within the last six months.

Residents are not permitted to use heaters, irons, toasters, grills, microwaves, fridges, rice cookers, cooking appliances or any other electrical appliance (apart from those listed above) in their rooms.

Fire Evacuation

Durham Mews and Mayfair Court are safeguarded smoke alarms. University of Waikato Accommodations are required to hold three fire drills each year. In the case of a fire or fire drill, a bell or siren will activate continuously. Residents must comply with the directions given by the Fire Wardens (Accommodation staff) and proceed outside as quickly as possible. Residents must not re-enter the building until the "all clear" is given by the Fire Warden. Any resident who does not comply with fire regulations or fire evacuation procedures will be severely dealt with by the Accommodation Coordinator.

Residents must not misuse smoke alarms, fire signs, fire extinguishers, fire hose reels, fire sirens, fire "break glass" boxes or fire exit doors. If anyone is caught tampering with any of these items, the cost of repair will be charged to them. Replacement fire signs and replacement "break glass" is charged at replacement cost. Any Resident responsible for a fire alarm being activated through negligence or unauthorised electrical equipment will be charged the Fire Service callout. Residents are warned that the cost could be over \$1,000 for Fire Service callouts.

Glass

Collections of glass can be a health hazard. Any accumulation of bottles (other than in the glass recycling bins) will be reported to the Accommodation Coordinator who will decide whether the bottles are to be removed. If bottles are required to be removed a charge of up to \$50.00 will be made against the residents/apartment.

Grounds

We take pride in keeping the grounds and gardens at their best. Residents can help keep the grounds tidy by placing their glassware, boxes and rubbish in the receptacles provided. No Accommodation furnishings are permitted to be used outside.

Insurance

Residents are responsible for their belongings and the security of their rooms. Residents are advised to take out insurance on personal belongings they bring to the Accommodation and also on bicycles, motorcycles and cars, even if they are not stored on the premises. The University of Waikato takes no responsibility for any damage to, or the theft of, personal property, bicycles, motorcycles or cars.

Internet

The weekly room fee is inclusive of a reasonable amount of Internet access and downloading. Any usage beyond the reasonable amount will be charged to the individual user or the apartment/Accommodation (equally split between all residents of the apartment/Accommodation).

Keys

Residents are issued with a set of keys (metal and/or electronic). Residents are responsible for all their keys and must not lend them to anyone. Should a resident misplace their keys, or have their keys stolen, a replacement set can be obtained from the Accommodation Coordinator. Residents will be given a period of time to locate the keys and then charged for the replacement set if the keys are not found. Replacement keys will be charged at replacement cost.

Residents who request staff to open their locked door on more than one occasions throughout the year will be charged a callout fee for each additional request.

Kitchens

The communal kitchen areas are for Accommodation resident use only. The kitchen facilities are to be left clean after use. Failure to regularly clean up in the kitchen will result in disciplinary action and/or an instant fine of up to \$100.

Laundry Facilities

The laundry facilities are for resident use only and are equipped with washing machines, dryers, irons and ironing boards.

Linen

A bed and mattress protector are provided in all bedrooms. Students can either choose to bring their own linen (beds are king single) or purchase a linen pack (includes duvet inner, pillow, sheet set, duvet cover set and towels) from the Accommodation Coordinator.

Maintenance

Damage to residents' rooms and around the Accommodation must be reported to the Accommodation staff as soon as it is discovered. No charge will be made for any damage that is considered to be normal wear and tear. Any damage that is considered to have been made deliberately or negligently will be charged to the individual(s) who caused the damage. Any damage charges which remain unpaid to the Accommodation Service after 30 days will incur a 10% penalty charge and will become an official debt to the University. If such individual(s) cannot be identified, damages will be charged across the entire apartment/Accommodation (as appropriate).

Residents are not permitted to attempt any repairs, maintenance or renovations. Maintenance staff or contractors are permitted access to residents' rooms to make repairs during normal office hours. In urgent situations or emergencies this could be at any time.

Missing Items

The cost of any Accommodation items missing from a resident's room or flat will be charged to the resident/s concerned. The cost of any items missing from other areas of the Accommodation will be charged to the individual(s) responsible. If individual(s) cannot be identified, costs will be charged across the entire apartment/Accommodation.

Narcotics and Drugs

Residents are not permitted to sell, use or bring any illegal drugs or drug paraphernalia into any of the University of Waikato Accommodation or on to the University grounds. Any breach of this may result in a termination of residency and referral to the police.

Noise

Residents and their guests must not:

- Make any noise that disturbs other residents or neighbours at any time. Excessive noise will result in disciplinary action, which may include instant fines or community service
- Make any noise that violates the noise ban during examinations or study breaks

Noise Ban

A noise and alcohol ban starts on Monday of the last week of semester lectures and continues until the end of the exam period. Noise violations or consumption of alcohol during this time will result in an instant \$40 fine depending on the extent of any noise and the time at which it was made. No warnings will be given during the ban. Repeated or excessive noise occurrences will result in further disciplinary action.

Parties

No parties are permitted in the Accommodation at any time.

Pets

Pets (except goldfish in bowls) are not permitted in residents' rooms, within the Accommodation buildings or on Accommodation grounds.

Residents' Rooms

Residents are expected to accept full responsibility for their allocated room and its contents. Residents must not use sellotape, adhesive or drawing pins on the walls or woodwork. The furniture in a resident's room must not be removed from the room.

The Accommodation Coordinator reserves the right to relocate residents at any time during the year, at his/her discretion.

Rubbish

Any resident who has more than a rubbish bin load of waste, or glass waste, must take it to the waste bin and/or recycling bins.

If rubbish is required to be removed from a residents room a charge of \$50.00 will be made.

Security

Residents must:

- Provide their own insurance for belongings and record the serial number(s) of any electronic items
- Ensure the door to their allocated room is locked at all times when they are off-site
- Ensure the access doors to the accommodation building is closed at all times
- Assist the Residential Support by reporting anybody or anything suspicious
- Challenge any strangers in the building and offer to accompany them to their destination
- Report any theft or crime immediately to the Accommodation Coordinator and Residential Support staff

Residents must not:

- Wedge any doors open to prevent them from being locked
- Tamper with, or disconnect, any door closers, or fire alarm
- Lend their keys to anyone

In addition to the Accommodation Coordinator and Residential Support staff, campus security are available 24 hours a day by calling 07 838 4444.

Smoking

The Accommodation is a "Smoke Free" facility which means that no smoking is permitted in the building at any time. In addition to any other action the University may take, if you smoke inside your room or in any other area in the Accommodation buildings you will be fined a \$100.00 cleaning charge.

Stereos

Residents are permitted to bring stereos into the Accommodation but must bring a set of headphones with them. If any resident's stereo causes noise difficulties within the Accommodation they will be dealt with under the disciplinary proceedings. Under the Noise Policy, no resident should "make any noise that disturbs other residents or neighbours at any time". Any resident whose stereo is disrupting others or is noisy will be required by the Accommodation Coordinator to remove their stereo from the Accommodation.

Visitors

Visitors to the Accommodation includes any person who is not a resident of the Accommodation. Residents are responsible for their visitor(s) behaviour.

Residents must not allow their visitors' to invade the privacy and security of other residents or breach the Rules and Regulations. Visitors are only permitted until 10.00pm every night.

Visitors Staying Overnight

Residents' guests are allowed to stay in the Accommodation at the discretion of the Accommodation Coordinator. A fee will be charged to the resident. Overstayers will be trespassed and any fees payable will be the responsibility of the resident. During the period when the Noise and Alcohol Ban is in force no visitors will be permitted to stay overnight.

Weapons and explosives

Residents may not bring any weapons into the Accommodation. This includes replica guns, BB guns, swords, replica swords, martial arts weapons, hunting and ceremonial knives. Residents may not bring or use explosive devices or fireworks around the Accommodation.

Disciplinary Procedures

The Director of Student Services has instructed the Accommodation Coordinator to maintain discipline and to manage breaches of the Rules and Regulations on a day to day basis. More serious or repeated breaches will be referred to the Associate Director Student Accommodation and/or the Director of Student Services. Accommodation residents are required to adhere to the *University of Waikato Code of Student Conduct*.

1 Breaches of the Rules and Regulations will result in disciplinary procedures. Breaches include, but are not limited to, if a resident:

- a. Harasses or discriminates against others
- b. Threatens to harm, or harms, anyone
- c. Vandalises or damages or fails to respect the property of any resident or Accommodation property
- d. Causes major disruption to other residents of the Accommodation
- e. Misuses or tampers with signs, fire extinguishers, fire "break glass", sirens or fire doors or smoke detectors
- f. Tampers with, or disconnects, any door closers
- g. Makes any noise which disturbs residents or neighbours at any time
- h. Makes any noise which violates the noise ban during examination and study periods.
- i. Fails to take responsibility for guests or has more than two guests between 6.00 – 10.00pm
- j. Has a guest staying without approval of the Accommodation Coordinator
- k. Throws any inappropriate objects including food in the communal areas or out a Accommodation window
- l. Plays active sport in the building
- m. Uses alcohol excessively or irresponsibly
- n. Consumes alcohol outside of the building on the Accommodation grounds
- o. Possesses any alcohol that is not permitted to be consumed in the Accommodation
- p. Supplies alcohol to any resident or visitor who is under 18 years of age
- q. Conducts or is present at a party anywhere in the Accommodation
- r. Behaves in a manner, possesses games, apparatus or product or engages in any activity that encourages unsafe drinking practices
- s. Consumes alcohol outside of 6.00pm-10.00pm
- t. Possesses or uses any weapon or explosives
- u. Possesses, uses or supplies any narcotic or drug that is illegal
- v. Tampers with any other resident's mail
- w. Accumulates an unacceptable amount of glass
- x. Obstructs staff or repeatedly fails to comply with a reasonable request issued by staff
- y. Exhibits any other behaviour that warrants intervention
- z. Is in possession of any Accommodation or other resident property without express permission
- aa. Posts inappropriate or offensive material on social media

2 Summary Jurisdiction

Summary jurisdiction is the process we have for dealing with breaches of the Rules and Regulations where either the Accommodation Coordinator or Associate Director Student Accommodation will individually obtain and hear evidence, arrive at a judgement, and within the terms of the Rules and Regulations, impose a penalty. Allegations of gross misconduct are referred to the Director of Student Services.

Summary jurisdiction process includes:

- a. Residents will be informed of any alleged breach of the Rules and Regulations
- b. Residents will be provided with an opportunity to respond, either in writing or in a face-to-face meeting. A support person may accompany the resident to any such meeting so long as that support person has no involvement in the alleged breach of the Rules and Regulations or subject to any other discipline matter.
- c. The Accommodation Coordinator, Associate Director Student Accommodation or Director of Student Services will determine whether a resident has breached any of the Rules and Regulations based on:
 1. The evidence provided by all parties involved
 2. Any other evidence, written or oral, that he or she may seek or accept at his/her discretion provided that this evidence is disclosed to the resident and that he or she is given the opportunity to comment on it
- d. Penalties may include suspension of residency, termination of residency, fines, behavioural contracts, being asked to make and apology, transfer to an alternative University of Waikato Tauranga Accommodation facility, being asked to perform one or more tasks around the Accommodation, i.e. community service, or any other penalty appropriate to the breach.

3 Appeals

Any disciplinary outcome imposed by the Accommodation Coordinator, Associate Director Student Accommodation or Director of Student Services may be appealed.

An appeal may be made only on one or more of the following grounds:

- a. That the process used for addressing the alleged misconduct was unfair
- b. That the decision reached was manifestly at odds with the evidence
- c. That the remedy imposed was manifestly at odds with the misconduct
- d. That significant new evidence has become available that could not reasonably have been obtained and presented during the initial process and that could have a material effect on the outcome.

An appeal must be in writing and made within 14 days of the date on which the relevant decision was formally notified. The appeal must be submitted to the Director of Student Services, in the case of appeals against a decision by the Accommodation Coordinator or the Associate Director Student Accommodation, and to the Secretary of the University's Student Discipline Committee in the case of an appeal against a decision by the Director of Student Services.

Termination of Residence

A resident must apply to the Accommodation Coordinator to terminate their Resident's Contract. The reason for wanting to terminate will be kept strictly confidential.

A Resident's Contract may be terminated under the following conditions:

a. If the resident withdraws from The University of Waikato prior to the end of the academic year.

The resident must give the Accommodation Coordinator four weeks' notice, in writing, of their intention to leave the Accommodation once they have withdrawn from the University.

The resident must pay (or make an agreement to pay with the Accommodation Services Office) the balance of their outstanding accommodation fees, plus four weeks' notice before vacating the Accommodation. The contingency deposit will not be refunded.

b. If the resident finds a suitable replacement to take their place in the Accommodation.

The replacement student must not already have a place in a University of Waikato accommodation residence.

The replacement student must complete The University of Waikato Accommodation Application Form and provide a character reference.

The vacating resident must set up an appointment with their Manager to introduce the replacement student. The Accommodation Coordinator will decide if the replacement student is to be accepted as a resident of the Accommodation.

If the Accommodation Coordinator does not accept the replacement student another replacement student must be sought by the resident.

If the Accommodation Coordinator accepts the replacement student, a date for the vacating resident to leave the Accommodation and the replacement student to enter the Accommodation will be decided upon.

The replacement student must make arrangements with the Accommodation Services Office to pay the contingency deposit, administration fee, Accommodation activity fee, optional extras and accommodation fees.

The vacating student must pay or make arrangements with the Accommodation Services Office to pay the balance of their outstanding accommodation fees before vacating the Accommodation. Accommodation fees will be charged up to the date the replacement student enters the Accommodation. The contingency deposit will not be refunded to the vacating student.

c. On compassionate grounds, discretionary grounds, or any other grounds which are beyond the resident's control.

Residents must apply to the Accommodation Coordinator to terminate their Resident's Contract. The reason for wanting to terminate will be kept strictly confidential.

The decision to terminate the Resident's Contract must have the approval of the Accommodation Coordinator and is referred to the Associate Director Student Accommodation for a decision.

d. Decisions and Costs

The decision to terminate the Resident's Contract must have the approval of the Associate Director Student Accommodation (or the Associate Director Student Accommodation's nominee).

If approval is given to terminate the Resident's Contract, the resident must pay, or make an agreement to pay with the Accommodation Services Office, the balance of their outstanding accommodation fees before vacating the Accommodation. In most situations four weeks notice will be required and the contingency deposit will not be refunded. Any resident whose contract is terminated must return their keys to the Accommodation Coordinator or they will be charged for re-keying.

The Director of Student Services may suspend a resident from the Accommodation or terminate a resident's contract under the following conditions:

- a. Where the safety or security of the Accommodation or any resident is compromised
- b. For disciplinary reasons (see Disciplinary Procedures)
- c. A serious breach of the Rules and Regulations
- d. Is a risk to herself/himself or others
- e. Is found with illegal or dangerous substances in the Accommodation
- f. Commits an illegal offence
- g. Has an infectious disease and (in the opinion of a doctor) is a risk to others
- h. Fails to pay their accommodation fees by the due date, or fails to make alternative arrangements to pay their fees
- i. Is not able to demonstrate a commitment to their programme of study. If residency is terminated, a trespass order may be issued.

If a resident is suspended, alternative accommodation may be provided (if appropriate). If alternative accommodation is not appropriate, accommodation fees will be refunded for the period of the suspension.

Access to Personal Information

Residents who sign The University of Waikato Accommodation Contract agree to allow:

- The Accommodation Coordinator, Associate Director Student Accommodation, Accommodation Services Office, Residential Staff and Accommodations Administrators access to their assessment and examination results.
- The Accommodation Services Office staff to access, use and store any information regarding their Enrolment, Student Loan, Student Allowance or Scholarship payments.

The Privacy Act 1993

As stated in The University of Waikato Accommodations Application Form and The University of Waikato Accommodation Application Form.

Applicants are advised that the Accommodation Services Office and the Accommodation Coordinator may use the information provided on the application form (and any other forms) in accordance with the Privacy Act 1993 as detailed in The University of Waikato Enrolment Form. The Associate Director Student Accommodation, and/or the Accommodation Coordinator will, if necessary for the safety or well-being of any resident, contact the nominated emergency contact provided by the resident.

For residents 17 years and under the Accommodations management reserves the right to contact the parents or guardians, if it is deemed necessary.

A copy of the Privacy Act 1993 and the University of Waikato Enrolment Form can be viewed at The Accommodation Services Office or The Gateway.