TRINITY
RESIDENTIAL COLLEGE

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Trinity Residential College Accommodation Contract
Terms and Conditions

Terms and Conditions - Contents

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1. Accommodation Offer

1.1 An accommodation offer ('offer') is conditional on the Resident:

(a) gaining admission/re-admission to the University of Western Australia or other approved tertiary education institution, as determined by the College;

(b) confirming acceptance of the College's policies, guidelines, and expectations; and

(c) paying the Upfront Fees by the dates specified in the Fee Schedule (see Section 4 of the Accommodation Contract).

1.2 The College may, in exceptional circumstances and in its sole discretion, retract an offer.

1.3 At the end of each year, the Resident can re-apply for a place at the College for the following academic year. The decision to offer a Resident a place in any subsequent year will be determined having regard to their suitability to residential life, their general support of the College's mission and values, and consideration of related matters (such as their conduct and engagement in College life, their academic progress, and their financial record).

2. Periods of Residence

2.1 The Accommodation Contract is in place for the period specified in Section 1 of the Accommodation Contract (referred to as the Contract Period). The Contract Period is for either an academic year or one semester.

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2.2 A Resident that enters into an Accommodation Contract is required to take up residence, and remain in residence for the Contract Period. A resident must not sublet their accommodation.

2.3 Accommodation outside of the Contract Period is subject to availability and must be authorised by College Management.

2.4 If a Resident is given permission to arrive prior to, or remain in residence after, the Contract Period, they will be billed at the rate applicable for the additional days of residence.

2.5 At any time, the College has the right to relocate the Resident within the College for community safety purposes, maintenance purposes, conference trade purposes or any other purpose deemed reasonable and/or necessary by the Head of College or Deputy Head of College. In such circumstances, the College will give the Resident reasonable notice.

3. Fees and Payment Terms

3.1 The Resident, or the Resident's parent or guardian where the Resident is under 18 years of age, agrees to pay the Upfront Fees and Accommodation Fee (together the Contract Fee) as set out in the Fee Schedule of the Accommodation Contract.

3.2 The Resident is required to pay a refundable security deposit prior to taking up residence at the College. The cost of repairing any damages or excessive cleaning caused by, or losses incurred as a result of, the Resident's conduct will be deducted from the Resident's security deposit in the College's sole discretion. Upon leaving the College, the security deposit will be returned in Australian Dollars (AUD) to a bank account nominated by the Resident, via bank deposit, within 30 days.

3.3 If a Resident receives any form of financial aid the Resident remains solely responsible for all associated College fees and charges.

3.4 Payments via Direct Debit and / or credit card payments via B Point, will incur a 1% service fee.

3.5 Late payments, including dishonoured Direct Debit payments, will incur a charge of $50.00 AUD for each calendar month, or part thereof, that the fees or charges remain unpaid.

3.6 In the event that any portion of the Accommodation Fee is not paid within 2 months of the due date, the College reserves the right to:

(a) request the Resident's university to withhold results until the outstanding balance has been paid in full;

(b) terminate the Accommodation Contract, requiring the Resident to vacate the residence; and / or

(c) refer the outstanding amount to a credit agency for debt collection.

3.7 The Resident will be responsible for meeting any costs incurred by the College taking any action under clause 3.6.

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4. Cancellation

4.1 Unless determined otherwise by the Head of College at their sole discretion, or if a Resident is unable to fulfill the conditions of their offer, a Resident will continue to be responsible for all fees payable under the Accommodation Contract if the Resident:

(a) does not take up residence at the College; or

(b) withdraws from the College; or

(c) vacates the residence.

4.2 Where the Accommodation Contract is cancelled under clause 4.1, the Resident is responsible to pay the higher penalty of either:

(a) Rent until the next intake/occupancy period available for external application; or

(b) A minimum six-week penalty.

4.3 Any payments made to the College prior to the date on which the Resident fails to take up residence, withdraws from the College or vacates the residence are automatically forfeited and will not be refunded.

5. Termination

5.1 The College may, in its sole discretion, terminate an Accommodation Contract with immediate effect where the Resident has:

(a) ceased to be enrolled at the University of Western Australia or other approved tertiary education institution, as determined by the College;

(b) failed to comply with the Accommodation Contract and such breach has not been rectified within a reasonable timeframe of the Resident being made aware of the breach;

(c) failed to pay any portion of the Accommodation Fee within 2 months of the date specified in the Fee Schedule;

(d) behaved in a manner that is a serious and / or significant breach of the Code of Conduct or other policies and guidelines of the College.

5.2 Where the Accommodation Contract is terminated under clause 5.1, the Resident is responsible to pay the higher penalty of either:

(a) Rent until the next intake/occupancy period available for external application; or

(b) A minimum six-week penalty.

5.3 The College may terminate the Accommodation Contract by providing the Resident with written notice where the Resident has:

(a) a medical or health concern that the College, in its sole discretion, determines it does not have the resources or expertise to provide suitable support to the Resident; or

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(b) requested that the Accommodation Contract be terminated and the Head of College, in their absolute discretion, has agreed to terminate the Accommodation Contract. (See clause 5.5)

5.4 Where the Accommodation Contract is terminated under clause 5.3, the Accommodation Fee payable by the Resident is reduced on a pro rata basis such that the Contract Period ends on the date the Accommodation Contract ends.

5.5 If a Resident wishes to withdraw from the College, or vacates the residence during the Contract Period, the Resident must:

(a) submit a completed Intention to Withdraw form to the Head of College; and

(b) meet with the Head of College to discuss the intended withdrawal.

6. Suspension

6.1 The College may, in its absolute discretion, exclude a Resident from College premises for a specified period of time ('Suspension') where the Head of College has determined that a period of Suspension is:

(a) appropriate disciplinary action in accordance with the Code of Conduct; or

(b) necessary to allow the Resident to develop and implement any strategies necessary to appropriately manage any physical or mental health concerns that may present a reasonable risk to the safety of the Resident or other members of the College community.

6.2 The College may, in its absolute discretion, determine that a Resident is not required to pay any portion of the Accommodation Fee that may be payable during a period of Suspension.

7. Resident's Obligations

Conduct

7.1 The Resident must follow all reasonable instructions issued by the College or a member of the College's staff from time to time.

7.2 The Resident acknowledges that they will be required to participate in structured education or training sessions from time to time, and agrees to participate in such education and training sessions when instructed to do so by the College.

7.3 When on College premises, the Resident must not:

(a) cover, remove, disconnect, or tamper with any smoke detector;

(b) store any Lithium-Ion batteries, including e-bikes;

(c) obstruct any hallways, stairwells, common areas, balconies, entries or exits;

(d) use, possess or distribute illicit drugs or misuse legal drugs, including vapes;

(e) if under 18 years of age, consume alcohol;

(f) provide alcohol to anyone under 18 years of age;

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(g) consume alcohol to excess or be significantly affected by alcohol;

(h) smoke other than in the designated outdoor smoking area;

(i) allow any unauthorised person to make use of the catering services of the College;

(j) allow any unauthorised person to use the facilities, including staying overnight in resident rooms, beyond the permitted limits without prior approval; or

(k) participate in any form of violence, including gender-based violence.

7.4 In the event that a Resident's physical or mental health is such that it presents a reasonable risk to the safety of the Resident, or other members of the College community, the College may require that the Resident accesses suitable support services to enable the development and implementation of an appropriate safety plan. This may include temporary relocation, moving to another room or alternative measures.

The Resident's accommodation

7.5 The Resident must not allow their accommodation or any part thereof to be occupied by anyone else except in accordance with the Code of Conduct, with the written permission of the Head of College or Deputy Head of College.

7.6 The Resident agrees to vacate their accommodation at the date of departure, leaving their accommodation in good order and clear of any personal belongings. The Head of College or the Deputy Head of College may, in their absolute discretion, give a Resident permission to leave personal items in the accommodation after the Contract Period. In such circumstances, the College accepts no responsibility for the personal items.

7.7 The College reserves the right to remove and dispose of any property left in the Resident's accommodation after the Contract Period. In such circumstances, a cleaning charge may be applied.

7.8 The Resident must allow College staff and other authorised representatives to access the Resident's accommodation and common areas for the purpose of cleaning, issuing of notices, room inspections and undertaking maintenance and welfare checks.

7.9 The Resident must not impede the College's possession and control of the accommodation and common areas.

7.10 The accommodation and common areas must only be used for private residential purposes.

7.11 The Resident must take care to keep the accommodation and any common areas in a clean condition, including:

(a) cleaning the accommodation and common areas regularly;

(b) not disposing of any items in a sink / toilet / drain that may cause damage or obstruction;

(c) wrapping and placing all garbage in an appropriate container;

(d) taking care not to damage items provided within the accommodation and common areas, including furniture and fixtures;

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(e) not making any alterations or additions to the accommodation or common areas without the prior written permission of the Head of College or Deputy Head of College;

(f) not doing any decorating that involves painting, marking, or defacing any part of the accommodation or common areas;

(g) not keeping any animals in the accommodation or common areas;

(h) ensuring any personal portable electrical items, other than phone chargers, that are brought on-site are tagged and tested in accordance with any specified schedule, as arranged with the Resident Services Team;

(i) immediately notifying the Resident Services Team of any loss, damage or defect to the accommodation or common areas via lodging a Maintenance Request; and

(j) immediately notifying the Resident Services Team of any infectious diseases or pests.

7.12 The Resident agrees to be responsible for the behaviour of their friends, family, guests, or visitors and agrees to pay for any damage to, or loss of, College property caused by themselves, friends, family, guests, or visitors.

Responsibility to other Residents

7.13 The Resident must:

(a) show respect and consideration to all people that access the accommodation, regardless of gender, race, religion, disability, marital status, sexual orientation, or any other attribute, so that all may live, study and work in harmony;

(b) avoid any disturbance, nuisance, or annoyance, by act or omission, to other Residents or College staff; and

(c) not compromise the safety or security of other Residents, College staff or their property.

Responsibility to meet costs

7.14 The Resident must meet any costs associated with:

(a) any loss or damage caused to College property due to the negligence or wilful act or omission of the Resident, or a guest or visitor of the Resident;

(b) any loss or damage to another person's personal property due to the negligence or wilful act or omission of the Resident or a guest or visitor of the Resident; and

(c) any injury to a person caused by an act or omission of the Resident, or a guest or visitor of the Resident.

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Academic progress

7.15 The Resident must keep the Resident Success Manager fully informed about their enrolment status and academic progress.

7.16 The Resident must not change their faculty or units, or withdraw from a course of study, without prior consultation with the Resident Success Manager.

7.17 The Resident authorises the administration of the institution at which the Resident is studying, to make available to the Resident Success Manager any information that they may require about the Resident's academic progress or status.

7.18 The Resident acknowledges that satisfactory academic progress will be a determining factor in remaining in residence at the College.

8. Exclusion of Liability

8.1 The College, the Trinity Residential College Board, the Head of College, the staff, and resident staff of the College, are in no way responsible or liable (individually or collectively) for any personal injury which the Resident may suffer, or for any loss or damage to the Resident's property, however that injury or damage be caused.

8.2 The College, Trinity Residential College Board, the Head of College, the staff, and the resident staff of the College are not responsible or liable (either collectively or individually) for any third-party property damage or loss, or personal injury suffered by third parties, which results from the Resident's actions, whether these actions are in contravention of the policies and guidelines of the College, the by-laws of The University of Western Australia and other educational institutions, the laws of Western Australia or otherwise.

9. Safety and Security

After hours assistance

9.1 The College may provide after-hours administrative support that may be accessed by the Resident. This may include:

(a) a Duty Officer to assist with after-hours emergencies and lockouts; and

(b) a Senior Resident Advisor and on-call member of staff who may be contacted in the case of an emergency.

Fire detection system and fire equipment

9.2 The College must implement and maintain a comprehensive Fire Safety and Emergency Plan.

9.3 The College must maintain the fire alarm and firefighting equipment in good condition.

9.4 The College's Fire Detection System is linked directly to the Department of Fire and Emergency Services (**DFES**). Smoke detectors are fitted in all rooms and are very sensitive to smoke, burning incense, steam, dust, aerosol spray, and similar activities. DFES

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personnel must attend to investigate each activated alarm and will issue fines to the College in the event of a false alarm.

9.5 Fines imposed by DFES and payable by the College arising from a fire alarm being activated as a result of:

(a) faulty or dirty smoke detectors, will be paid by Resident Services; and

(b) the conduct of a Resident, must be paid by the Resident.

9.6 Residents must keep corridors and stairwells clear to allow for the safe exit from the premises in the event of an emergency.

9.7 Fire extinguishers are placed at strategic locations throughout the College's premises.

9.8 Emergency evacuation drills are held at the beginning of each semester and information regarding emergency procedures are located on the back of each accommodation door. Residents must ensure that they have read the emergency procedures.

9.9 Residents must cooperate fully in ensuring that all fire extinguishers, detectors, fire blankets, door closers and other safety related equipment are serviceable. Safety related equipment must not be tampered with at any time, including covering any smoke detector, interfering with fire extinguishers, or tampering with door closers. Interfering with any safety related equipment may attract a fee to meet the costs associated with ensuring that the safety related equipment is still serviceable (for example, interfering with a smoke detector will incur a fee of $100).

Prevention of fire

9.10 To reduce any potential fire risks, the Resident must:

(a) only smoke in the designated smoking area;

(b) not cook or use cooking appliances in any room that does not possess a dedicated kitchenette;

(c) not burn candles or incense anywhere on College premises;

(d) ensure all electrical switches are in the "off" position when not in use, including mobile phone and laptop chargers;

(e) ensure air-conditioning unit/s are set to a temperature of between 20 and 24 degrees Celsius; and

(f) promptly dispose of all rubbish and debris in an appropriate manner.

9.11 The College may, in its sole discretion, charge the Resident, and the Resident agrees to pay, an amount that is equal to any fee or fine that the College may be required to pay to a third party as a result of the Resident's non-compliance with clause 9.10.

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Security

9.12 The Main Administration Office and Resident Services building closes at 4.30pm on weekdays (Monday to Friday).The common rooms and other facilities are locked at 10.00pm every night and reopened by staff the next morning.

9.13 A Duty Officer is on shift each night throughout the year.

9.14 The Resident must:

(a) ensure their accommodation is properly secured (with windows bolted shut and doors locked) each time that the accommodation is left unattended; and

(b) report all breaches of security, including theft or unauthorised visitors, immediately to the Duty Officer, Resident Advisors, Deputy Head of College, on-call member of staff or the Head of College. In the case of theft, the owner must report the incident to the Police (phone 131 444).

9.15 The Resident must not wedge or otherwise prop doors in an open position.

9.16 The College uses CCTV surveillance throughout the campus for safety, security and incident investigation. By entering into the residential contract, the resident acknowledges that CCTV is in operation and consents to the collection and utilisation of this footage in accordance with the College's Privacy Policy and applicable laws.

Key and proximity fobs

9.17 The Resident must keep their key(s) and fob together and secure on their person at all times.

9.18 If a Resident leaves the College for an extended period (i.e. more than 1 week), the Resident must return their key(s) and fob to the College (to Resident Services during office hours or by depositing them in the 'key return box' located in the main student car park or outside the O'Connell Room.

9.19 If a Resident does not return their key(s) and fob at the end of the Contract Period, the Resident is liable to pay the replacement cost.

9.20 If a Resident misplaces or has any other problem with their key(s) or fob, the matter must be immediately reported to Resident Services or the Duty Officer. The College may, in its sole discretion, charge a fee where a Resident misplaces their key(s) or fob and requires a replacement. Repeated requests to re-enter the residence may result in disciplinary action.

Publications and social media

9.21 The Resident must not publish:

(a) the name or logo of the College without the prior written permission of the Director of Marketing and Community Relations; or

(b) any material which may be defamatory of the College or any person associated with the College.

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9.22 The College reserves the right to commence legal action in the event that the Resident does not comply with clause 9.21.

9.23 The College will take all reasonable steps to ensure that any materials published or displayed at the College do not contain language, photographs, caricatures and other artwork or captions that discriminate with respect to race, colour, ethnic origin, nationality, religion, sexuality, gender, marital status, occupation, intellectual or physical impairment and disability, and other criteria as may be specified upon amendment of current legislation.

9.24 The Resident must obtain the prior written approval of the Head of College or Deputy Head of College prior to publishing or displaying any materials in the public areas of the residence. Any material which is offensive, defamatory or holds members of the community up for public ridicule must not be published.

9.25 When accessing and using social media, Residents:

(a) are responsible for the material they post on any social media platform;

(b) must not use social media to harass, vilify or discriminate against any individual;

(c) must carefully consider in what capacity a post is made;

(d) must respect the privacy, security and reputation of other residents and College staff;

(e) must show respect to their audience, both visible and invisible; and

(f) comply with all copyright and other intellectual property laws.

9.26 Any action taken by a Resident which is inconsistent with clause 9 may result in disciplinary action.

10. Related Policies

10.1 The Terms and Conditions are to be read in conjunction with the College policies, procedures and the Accommodation Contract and Code of Conduct.

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