

## OFFER 2009

14<sup>th</sup> October 2008

Dear \_\_\_\_\_

Congratulations. I am delighted to offer you a place at City College for 2009.

I am sure that you will find the environment we offer will more than meet your expectations for your first year at Otago.

As you are no doubt aware we accept students from the Otago Polytechnic and The University of Otago according to a strict allocation of numbers. **You have been offered a Otago Polytechnic place at City College.** If you have any change of plans, it is very important that you let me know immediately. If you change institutions I may not be able to guarantee that you have a place at City College. If you change institutions without informing City College you will automatically forfeit your place.

**You must respond to this offer no later than October 29<sup>th</sup> 2008 or you risk losing the place offered.**

I hope you will accept this place in City College and I look forward to seeing you at City College in February 2009.

M J Crawford (Ms)  
Head of College

## Read the following documents very carefully

### AGREEMENT FOR ADMISSION TO CITY COLLEGE

This offer of a place at City College is made on the following conditions:

1. Residential Fees in 2009 are \$290.00 per week. (Resident financial obligations are set out more fully in Schedule 1, 'City College Conditions of Residence for 2009', pp 8/9)
2. When you accept a place at City College you undertake to comply with the City College Conditions of Residence for 2009 set out in Schedule 1 attached, and you acknowledge that the City College Conditions of Residence for 2009 form part of this agreement.
3. When you accept a place in City College you undertake to pay the residential fees for the **whole of the academic year** (including the examinations applicable to the course of which you are enrolled, study periods and postings/practicals). **You are responsible for paying the fees for the full number of weeks of your course** (including exams, study periods, semester breaks, and postings/practicals) **or 41 weeks, whichever is greater**. Any additional nights will be charged at \$41.50 per night. **A resident who chooses to leave the College during the year is liable for the fees payable in respect of the full term of this agreement** unless a replacement resident acceptable to the College is found.
4. When you accept a place in City College **you undertake to pay costs of collection including debt collection costs, interest on overdue amounts, reasonable legal fees and court costs** in any action to collect past due amounts.
5. When you accept a place at City College you acknowledge that the privilege of residence at the College is afforded only to full-time students of Otago Polytechnic and the University of Otago and the successors of these institutions and is based on strict quotas for each institution. If, after taking up residence at the College, you cease to be enrolled in a course of full-time study at the institution stipulated on your Applicant's Personal Statement, **you undertake to leave City College within 24 hours of ceasing to be so enrolled** unless prior arrangements have been made with the Head of College. A resident of the College who is required to withdraw from the College under this clause 6 in circumstances other than those governed by clause 5 above is **liable for the fees payable in respect of the full term of this agreement** unless a replacement resident acceptable to the College is found.
6. Where a resident is required to withdraw from the College during the year as a result of serious misconduct or repeated breaches of the City College Conditions of Residence for 2009, the departing resident will be **liable for the fees payable in respect of the full term of this agreement** unless a replacement resident acceptable to the College is found.
7. Where the Trust Board is reasonably satisfied that it is necessary, as a result of **exceptional and unforeseen circumstances**, for a resident to withdraw from City College during the academic year the resident is liable for a minimum of ten weeks fees commencing from the date of departure. If withdrawal is within ten weeks of the end of the academic year, the liability will be limited to the fees payable in respect of the balance of the academic year. Applications asserting **exceptional and unforeseen** circumstances and including supporting evidence must be made in writing to the Head of College.

8. Where a resident is absent from the College during semester breaks or in order to comply with course requirements, **provided the resident has delivered to the Head of College written notice 3 weeks prior to the intended absence**, a food rebate of \$49.00 per week will apply for each full week of absence from the College. **No other rebate is available.**

**Rebates** will only be paid by direct credit into a NZ bank account. Overseas students need to keep bank accounts open.

9. A deposit of \$750.00 is required to confirm acceptance of a place in the College. This deposit is made up of:
- \$250 non-refundable Administration Levy
  - \$250 Development Levy, non-refundable after 26<sup>th</sup> January 2009
  - \$250 refundable Bond, held during the term of residence but liable to deductions for damage or loss of College property.

Appropriate costs will be deducted from the Bond if:

- your key or sil'key is not handed in
- there is any damage or items missing from your room
- there is any damage or items missing from your apartment (split between apartment residents, unless the person responsible is identified)
- there is any crockery, glassware, cutlery, linen or other items missing from the College or there is any damage in a public area (split between all residents, unless the person responsible is identified).

10. City College agrees to provide:
- A safe and supportive environment that facilitates learning
  - A grievance procedure to assist the resolution of any disputes
  - Timely repayment of the Bond less any financial liabilities of the Resident
  - A programme of social and community activity.

If you wish to accept this offer you should complete the details on the Acceptance for 2009 and Declaration Forms attached, sign both of those documents, and return to me before **October 29<sup>th</sup> 2008** together with your payment of the \$750.00 deposit and your completed Applicant's Personal Statement.

**In signing you are indicating that you have read and understand the above conditions and the City College Conditions for Residence for 2009, that you undertake to comply with these, and that you understand that non-compliance may lead to the termination of your residence at City College.**

Your contract must be signed by a parent or guardian, who by his or her signature indicates acceptance of all of the conditions.

IT IS IMPORTANT TO LET US KNOW IF YOU DO **NOT** WANT TO ACCEPT THIS OFFER.

M J Crawford (Ms)  
Head of College

**PLEASE RETAIN THIS COPY FOR YOUR REFERENCE.**

## SCHEDULE 1

### CITY COLLEGE CONDITIONS OF RESIDENCE FOR 2009

#### A. RESIDENTIAL RULES

**ALCOHOL:** The use of alcohol is subject to the maintaining of a good standard of behaviour. Alcohol is allowed only within strict limits based on ALAC guidelines which are:

Half a dozen cans of beer **or**

1 litre of cask wine only **or**

3 cans of premixed spirits

#### **THE FOLLOWING ITEMS AND ACTIONS ARE PROHIBITED AT CITY COLLEGE**

**Alcohol in communal areas**

**Alcohol in the grounds**

**Bottled Beer**

**Delivery of alcohol to residents**

**Drinking funnels**

**Drinking games**

**Fortified wines**

**Glass bottles and containers**

**Kegs**

**Liqueurs**

**Parties**

**Scrumpy**

**Spirits**

**Visitors who bring alcohol into the College**

**Yard glasses**

**This list is not exhaustive and we reserve the right to add to the list at any time  
Noisy gatherings will result in visitors being asked to leave and alcohol confiscated.**

City College has a policy of ZERO TOLERANCE of breaches of the alcohol rules.

If bottles are found in an apartment, the apartment will be placed on an automatic alcohol ban.

Gatherings where there are bottles will be immediately closed down.

Individuals caught with bottles will have an instant fine of \$100.00.

Repeat offenders will be placed on individual alcohol contracts.

There will be times of the year, e.g. exams, when a total alcohol ban will be imposed.

Irresponsible behaviour may result in an alcohol ban being placed on individuals or apartment groups.

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Irresponsible behaviour may result in an alcohol ban being placed on individuals or apartment groups.

#### **2 ROOM/APARTMENT ALLOCATION:**

Room allocation is the responsibility of the Head of College. Residents cannot change rooms or apartments. Rooms cannot be sub-let. We reserve the right to place residents in apartments without consultation.

**3 BREAKING OF CONDITIONS:** Any breaches of Conditions are punishable by fines, allocation of tasks, and in more serious cases, termination of residency. See Policy Governing Breaches of Conditions of Residence, pages 10/11, below.

#### **4 CARE OF ROOMS:**

1. Rooms and their contents are the responsibility of residents. Rooms must be kept locked when the resident is absent. Redecoration is not permitted. Residents will not install their own furniture or furnishings. Damages, losses, etc. will be charged at cost price.
2. Staff members have the right of entry to rooms if they have given 24 hours notice to the resident. They may enter a Resident's room without permission and without giving 24 hours notice for safety and health reasons, and to enforce the rules of City College relating to noise and inappropriate behaviour.

3. **Unreported damage** in public areas of the College will be met by a general levy on all residents.
4. The resident agrees that the cost of damage or breakages to the apartment or any item of property will be his/her responsibility unless the Head is satisfied that there has been normal wear and tear. Any such damage or breakage is to be notified by the resident who caused it to the Head, within 24 hours. Any damage or breakage or loss whether intentional or accidental which is not notified by the resident who caused it within 24 hours shall become the liability of all apartment residents and shall be equally apportioned among them.
5. The resident agrees to live in the apartment and use any item of property in a responsible manner and have regard for the safety of residents and visitors.
6. The resident agrees to keep his/her room clean and tidy, and in conjunction with the other apartment residents, keep all internal and external communal areas in a similar condition.
7. The resident understands that if there is any crockery, glassware, cutlery, linen or other items missing from the College or there is any damage in a public area that money will be withheld from the bond (split between all residents).

**5 CONFIDENTIALITY:** Staff will treat residents' concerns and private details with respect and confidentiality. However, there are rare occasions when it may be necessary for staff to contact or disclose information to concerned parties (normally parents, guardians, health professionals or financial guarantors). This may occur when:

- there is a clear or imminent danger to residents or staff
- there has been a serious breach of the Conditions of Residence
- payment of accommodation fees are in arrears
- there are serious concerns regarding health or study

By accepting a place in City College you are acknowledging and accepting that the Head of College may exercise this right.

- 6 **DINING ROOM:** A good standard of dress is required in the dining room, hats must not be worn and shoes must be worn. Crockery, cutlery etc. are not to be taken out of the dining room. Food must not be removed from the dining room. Meals for residents who are sick should be arranged with staff.
- 7 **DRUGS:** A student is liable to immediate dismissal for using or keeping drugs, other than for normal medication. The possession of illegal drugs will result in termination of residence. Drug-taking paraphernalia is prohibited.
- 8 **ETHICAL CONDUCT:** The resident agrees that the Code of Conduct applying to discrimination and harassment within all tertiary institutions also applies to the College.
- 9 **FIRE APPLIANCES** are to be used for fire-fighting purposes only. Misuse of appliances and false alarms could put lives at risk. A false alarm incurs a callout charge of around \$1,000.00 + GST and the resetting of fire alarms a charge of about \$400. Such charges will be recovered from residents. **SMOKE ALARMS AND SPRINKLERS** are not to be disabled or interfered with as this endangers the lives of all residents; there is a substantial fine for breaking this rule.

- 10 FIREWORKS & FIREARMS and other WEAPONS** are not permitted in the College and grounds. Due to fire danger, candles, joss sticks and incense are also forbidden.
- 11 KEYS and SIL'KEYS** must be handed in when you go on holiday or you will be charged for your room.
- 12 PARTIES** and noisy gatherings are not permitted in apartments.
- 13 Residents** are not to have pets at the College.
- 14 PROPERTY** should be respected at all times. Vandalism and the destruction of City College property will result in termination of residence. No property may be taken from the premises without the explicit permission of the Head of College.
- 15 QUIET TIMES:** The resident agrees to have consideration and respect for the rights and interests of others residing at the College. The resident agrees to observe quiet times between 10.30pm and 7.00am or at other times that may be arranged by the Head of College in the interest of study or examinations. Excessive noise at any time for example (voices or stereo equipment) is not acceptable and the Head and other staff have the right to ask residents and/or visitors to leave the College and to confiscate equipment. Drunkenness is not an excuse for unacceptable behaviour.
- 16 SMOKING** is not permitted in any part of the College buildings or grounds. If you smoke, please consider carefully before you accept this offer of accommodation, as there is a substantial instant fine for breaking this rule.
- 17 VISITORS:** The resident acknowledges that overnight visitors will only be permitted with the prior approval of the Head and the consent of other apartment residents as the safety and security of all residents is a prime concern of the College.
- 18 COURSE OF STUDY:** The resident acknowledges that the privilege of residence at the College is afforded only to full-time students of Otago Polytechnic and the University of Otago and is based on strict quotas for each institution. If, after taking up residence at the College, the resident ceases to be enrolled in a course of full-time study at the institution stipulated on the resident's Applicant's Personal Statement, the resident agrees to leave City College within 24 hours of ceasing to be so enrolled.

## **B: GENERAL RULES**

- 1. ARRIVAL DATES:** City College will open for Polytechnic residents on Saturday February 14<sup>th</sup> 2009 and for University of Otago residents on Saturday 21<sup>st</sup>, 2009. Residents must arrive no earlier than the weekend (Saturday or Sunday only) immediately prior to course commencement. Requests to move in earlier will not be considered.
- 2. FOOD REBATE:** We expect that most residents will leave the college for course holidays and semester breaks. Residents who are away during these times, OR because of course placements/postings OR due to illness (as evidenced by a medical certificate) are entitled to a food rebate of \$49 per week for each full week of absence, provided (except in the case of illness), that the dates of absence are confirmed at least 3 weeks in advance and keys are handed in on departure. There is no food rebate for early departure at the end of the year.  
The full accommodation fee is still payable for each week of absence.  
**All rebates are calculated and paid by direct credit in December after all residents have left the college.**

3. **HOLIDAY ARRANGEMENTS:** Residents **MUST apply for PERMISSION TO STAY** if they wish to remain at the college during any semester and/or course holidays, or if they wish to return early. Permission **WILL ONLY BE GRANTED** if the resident has applied to the Head of College at least **three weeks in advance**. Granting permission to stay is at the discretion of the Head of College. We reserve the right to use any or all of the rooms at City College during the vacation periods. If your room is to be used you will be advised and all personal effects will need to be locked in the wardrobe. If we use your room you will get a full refund for that week. Keys and sil'keys must be handed in before you go on holiday.
4. **END OF YEAR:** All residents are required to check out no later than the day following his or her final examination or final course day. No resident may remain in residence beyond this day other than by prior arrangement with the Head of College, any application to remain in residence for a longer period of time must be made at least three weeks in advance, this is to avoid disturbance to others who still have exams and course work to complete.
5. **APPLIANCES:** There is a small kitchen in each apartment which is suitable for snack making only, toasters, microwaves, electric jugs and toastie-pie makers are supplied. Because of fire danger residents may **NOT** bring their own appliances. Because of fire danger only those heaters and appliances supplied by the College may be used, residents **MUST NOT** use electric blankets.
6. **WHAT TO BRING:** Each bedroom at City College is equipped with a **mattress, duvet and pillow**; sheets, pillow slips and towels are not supplied. You should bring your own linen, an extra blanket, duvet or pillow as only one of each is supplied. A free laundry with washing machines and dryers is provided, a drying rack is useful.
7. **COMPUTER LAB:** An annual fee of \$55.50 per student is payable to access the University Computer Network, this fee covers free internet access to a limit set by the University, you will be responsible for meeting the costs of your internet use over and above the limit. Most students will not reach this limit within any given year. This fee is compulsory and will be invoiced with the first instalment. (University students pay this fee directly to the University as part of their enrolment fee).
8. **CITY COLLEGE STUDENTS' CLUB:** Membership is compulsory. The fee is \$175.00 payable with the first instalment of fees. These funds pay for a City College T-Shirt, the annual Magazine, a College photo and a Ball ticket and contribute to the recreation programme.
9. **BIKES AND CARS:** There is a bike shed available and a limited number of car parks are available at a charge \$400.00 per annum, payable in advance. The campus and most City facilities are within walking distance. Bikes must **NOT** be taken into apartments.

### **C. INSURANCE**

You are urged to take appropriate insurance on all your belongings and to keep your door locked at all times, as the College will take no responsibility for loss of any kind. Insurance of your possessions can often be incorporated with your family's insurance policy usually for no increase in premium.

### **D. TERM**

The term of this agreement is the number of weeks of your course, including Holidays, or 41 weeks, whichever is greater.

## PAYMENTS

**1 Accommodation Fees** are \$290.00 per week. Fees are charged for the whole of the academic year including exams, study periods, postings, semester breaks, and work experience. These fees are for 41 weeks or the length of your course, including semester breaks, whichever is greater. Any additional nights will be charged at \$41.50 per night. A 10% penalty will be charged if fees are not paid within 7 days of the due date. Please note, keys may be withheld from residents returning from holiday and semester breaks when fees are outstanding.

### 2 Additional Charges

- |             |          |
|-------------|----------|
| (a) Deposit | \$750.00 |
|-------------|----------|
- The deposit is made up of:
- Administration Levy \$250.00
  - Development Levy \$250.00
  - Refundable Bond \$250.00
- |                      |          |
|----------------------|----------|
| (b) Student Club fee | \$175.00 |
|----------------------|----------|
- (Paid with the first instalment, this fee is used to fund resident activities)
- |                     |         |
|---------------------|---------|
| (c) Internet Charge | \$55.50 |
|---------------------|---------|
- Paid with the first instalment, (applicable only to Otago Polytechnic students), this fee covers Internet access through the University Computer Network.
- |  |          |
|--|----------|
| (d) Car Park (optional, paid in advance)                         | \$400.00 |
| (e) Telephone Connection in own room (optional, paid in advance) | \$80.00  |
| (f) Telephone Monthly Rental (optional paid in advance)          | \$25.00  |
- Please note there is a free telephone in each apartment. All phones are toll barred.*
- |  |         |
|--|---------|
| (g) Computer Port connection in own room (optional, paid in advance) | \$80.00 |
| (h) Computer Port Monthly Rental (optional, paid in advance)         | \$25.00 |
- Please note there is access to the University network from all computers in the computer lab.*

### 3 Payment Options

There are two payment options available:

- Quarterly in advance, (with approx 9-11 weeks between payments).
- Initial Lump Sum + Weekly Automatic Payments. If you choose this option, a lump sum first instalment payment is required, followed by automatic payments of \$150.00 per week.

Please indicate on the attached form which payment option you prefer. We will send you the appropriate bank authorisation forms and payment schedules for the payment option you choose. All payment arrangements must be set up before you move into City College. Please contact the Finance Manager if you have any queries.

With each payment option the first instalment includes the Student Club and Computer Lab fees.

A change from quarterly to weekly payments, (or vice versa), if made after March 1<sup>st</sup> will incur an administration charge of \$30.00.

**Payments can be made by Cheque, Cash, EFTPOS, or Direct Credit. We do NOT accept Credit Cards.**

#### 4 Payment Schedules

##### Otago Polytechnic Students (41 weeks)

##### Quarterly in advance:

Deposit due on acceptance	\$ 750.00
Instalment 1 Due 7/2/09 BEFORE moving into City College	\$3,203.00
Instalment 2 Due 3/4/09	\$2,972.50
Instalment 3 Due 19/6/09	\$2,972.50
Instalment 4 Due 21/8/09	\$2,972.50

##### Initial Lump Sum + Weekly Automatic Payments:

Deposit due on acceptance	\$750.00
Instalment 1 (Initial Lump Sum), Due 7/2/09 BEFORE moving into City College	\$5,970.50
Plus 41 Weekly automatic payments of \$150.00	\$6,150.00

##### PLEASE NOTE

A **Payment Agreement and Schedule** will be sent out in December 2008; the first payment, which is due in early February, **must** be made before moving into City College. Student loans do not cover accommodation costs.

## **F. Policy Governing Breaches of Conditions of Residence**

### **Rationale**

City College is a Community of learners. We provide quality accommodation and an atmosphere which facilitates learning and social development. The purpose of this policy and our rules and expectations is to ensure that residents have a safe year and a successful one academically. The College will intervene when residents behave in a way that disturbs and/or disrupts others as well as putting themselves at risk. This policy is designed to ensure that rules are clear; that consequences are appropriate and aimed at modifying resident behaviour; and that any investigation of inappropriate behaviour is conducted in a way that insures fairness and natural justice.

### **Guidelines**

- 1 “Conditions of Residence” are as set out in the Accommodation Offer documents and the formal Accommodation Contract. These conditions are subject to annual review.
- 2 The Head of College, Management Staff, Senior Residential Assistants and Residential Assistants share the responsibility for the welfare and discipline of the College, and for the observance of the “Conditions of Residence”.
- 3 Any advice, request or warning given to a Resident by a Senior Residential Assistant or Residential Assistant about his/her conduct or behaviour is official, and the Head of College will be informed.
- 4 Non-observance of, or refusal to accept, or failure to comply with the “Conditions of Residence” may result in or render a resident liable to suspension from residence.
- 5 Any investigation of inappropriate behaviour will be conducted by the Head of College taking into account issues of fairness and natural justice.
- 6 Prior to the implementing of any suspension a resident will be advised of the conduct which is unacceptable and the possible consequences of continuing the behaviour. The resident may be asked to sign a behaviour contract.
- 7 The Head of College has the authority to fine residents up to a maximum of \$200.00 and suspend residents from residence at City College for a maximum of seven days.
- 8 Return to residence following suspension may be conditional upon payment of a “Good Behaviour Bond” of \$200.00. (Refundable)
- 9 Serious breaches of the “Conditions of Residence, or serious misbehaviour may lead to instant dismissal and forfeiture of fees, at the discretion of the City College Advisory Council.
- 10 Any resident who feels that their treatment has been unjust, can apply for mediation or submit an appeal to the Council – see clauses 13-19 below.

### **Written Reports**

- 11 A confidential copy of any incident report concerning a breach of conditions of residence will be given to the resident concerned. The copy will include information, which will enable the resident to contact the mediator should they consider their treatment unfair.
- 12 A copy of each incident report and the consequent action will be kept on the resident’s file until the end of the year the resident ceases to be a resident of the College.

## **Mediation**

- 13 The Council will appoint a mediator who will be available to talk to residents who feel that their treatment has been unjust.
- 14 If requested by the resident, the mediator may advise the Head of College or the Council on behalf of the resident.
- 15 A member of the Council appointed as a mediator may not act in any other capacity connected with that complaint.

## **Appeal**

- 16 A resident may appeal to the Council against a disciplinary decision to fine, suspend or expel. All appeals should be addressed to the City College Advisory Council Chairperson in the first instance.
- 17 The City College Council shall adopt an appeal procedure that enables residents to seek reconsideration of any disciplinary action such as suspension, fining or expulsion.
- 18 Where an appeal cannot be satisfactorily resolved within City College, the Council Chairperson must then refer it to the Dunedin City Tertiary Accommodation Trust.
- 19 The resident has right to legal representation in an appeal to the Council.

## **Process**

### **Breach of Conditions of Residence**

#### Minor Breach

- a) The appropriate City College staff member writes an incident report.
- b) The resident is given a copy of the report, and warned in writing, and/or appropriately fined or otherwise penalised by a Senior Residential Assistant or Head of College.
- c) This outcome is reported on the resident's file.

#### Repeated Breaches

- d) A report is written for the Head of College and a copy given to the resident.
- e) The Head of College interviews the resident.
- f) A letter is given to the resident recording the interview, the Head's decision, and the possible consequences of continued offending.
- g) The resident is warned, fined, suspended for a short period, and/or given an alcohol or behaviour contract as appropriate.
- h) If the resident could be liable for suspension or dismissal on a repeated offence the parent or guarantor is contacted.
- i) The report and letter are kept on the resident's file.

#### Serious Breach

- j) The Head of College investigates the incident.
- k) A report is written for Council and a copy given to the resident.
- l) The resident is suspended for seven days.
- m) The case is referred to the Council who will usually meet within seven days of the commencement date of the suspension.
- n) The Council, at their discretion, may require the resident to leave City College and forfeit fees paid.
- o) The resident is notified of their right of appeal against the Council decision.

For the Board of Trustees  
James Lindsay  
Chairman