

## **Read the following documents very carefully**

### **AGREEMENT FOR ADMISSION OF POLYTECHNIC RESIDENTS TO CITY COLLEGE**

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

1. Residential Fees in 2012 are \$326.50 per week. (Resident financial obligations are set out more fully in the, 'City College Conditions of Residence for 2012', pages 9-10)
2. When you accept a place at City College you undertake to comply with the City College Conditions of Residence for 2012 set out in Schedule 1, and you acknowledge that the City College Conditions of Residence for 2012 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 \$47.00 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 the College can find an acceptable replacement resident.
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 in this offer, 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 is liable for the fees payable in respect of the full term of this agreement unless the College can find an acceptable replacement resident.
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 2012, the departing resident will be liable for the fees payable in respect of the full term of this agreement unless the College can find an acceptable replacement resident.
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 holidays or in order to comply with course requirements, a food rebate of \$49.00 per week will apply for each full week of absence from the College, provided the resident has delivered to the Head of College written notice 3 weeks prior to the intended absence. No other rebate is available.

**Rebates** will only be paid by direct credit into a NZ bank account at the end of the academic year. Overseas students need to have an open NZ bank account.

9. A deposit of \$650.00 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 20<sup>th</sup> January 2012
  - \$150 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 2012 and Declaration Forms attached, sign both of those documents, together with your payment of the \$650.00 deposit, three passport-sized photographs and your completed Applicant's Personal Statement and return to City College.

**In signing you are indicating that you have read and understand the above conditions and the City College Conditions for Residence for 2012, 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 ALSO 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 2012

#### A. RESIDENTIAL RULES

**1 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

**Only residents of City College can drink in College apartments and on College premises.**

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

<b>Alcohol in communal areas</b>	<b>Glass bottles and containers</b>
<b>Alcohol in the grounds</b>	<b>Kegs</b>
<b>Bottled Beer</b>	<b>Liqueurs</b>
<b>Delivery of alcohol to residents</b>	<b>Parties</b>
<b>Drinking funnels</b>	<b>Scrumpy</b>
<b>Drinking games</b>	<b>Spirits</b>
<b>Fortified wines</b>	<b>Visitors who bring alcohol into the College</b>
	<b>Yard glasses</b>

**This list is not exhaustive, we reserve the right to add to the list or amend the alcohol rules 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.

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

**The government has indicated that the laws regarding the purchase and consumption of alcohol may change during 2012; this may lead to a change in the City College rules regarding the consumption of alcohol on the College premises. We reserve the right to change our rules without consultation with residents.**

**2 DRUGS:** City College has adopted a “zero tolerance” policy in respect of the possession, use or distribution of illegal drugs by residents. A resident, whose possession, use or distribution of illegal substances has been established, will be immediately suspended from the College. Other authorities such as the Police or University Proctor might also be involved.

In accordance with the discipline processes and policies established by the College (see pages 11 & 12) the Discipline Committee, a sub-committee of the City College Council, will then be convened within 7 days to consider the case and make a determination of the outcome of the suspension. Under City College discipline procedures the resident will be able to submit a case for “special reasons” as to why the suspension should not be confirmed as an expulsion.

**3 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.

**4 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 11/12, below.

**5 CARE OF ROOMS:**

1. Rooms and their contents are the responsibility of residents. Rooms must be 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. Where apartment facilities, rooms or contents are misused they may be withdrawn from student use.
6. The resident agrees to live in the apartment and use any item of College property in a responsible manner and have regard for the safety of residents and visitors.
7. 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.
8. 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).

**6 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.

**7 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.

**8 ETHICAL CONDUCT:** The resident agrees that the Code of Conduct applying to discrimination and harassment within the University of Otago and Otago Polytechnic also applies City 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** Due to fire danger the following items are not permitted in the College and grounds: **FIREWORKS, CANDLES, JOSS STICKS AND INCENSE.**

**11 FIREARMS and all other WEAPONS** are not permitted in the College and grounds.

**12 KEYS and SIL'KEYS** must be handed in when residents go on holiday or they will not be eligible for a food rebate.

**13 PARTIES** and noisy gatherings are not permitted in apartments.

**14** Residents are not to have pets at the College (this includes fish and caged animals).

**15 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.

**16 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 10.00pm 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.

**17 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.

**18 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.

**19 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 offer documents, 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 Otago Polytechnic residents on **Saturday February 12<sup>th</sup>, 2012** and **for University of Otago residents at noon on Friday February 17<sup>th</sup> 2012.**

**We have been advised by the Otago Polytechnic that all courses begin on Monday February 14<sup>th</sup> 2012.**

We know that residents are keen to move in as soon as possible, however our emphasis is on study, move-in days have been set to coincide with institutional requirements.

**Requests to move in earlier will not be granted.**

2. **FOOD REBATE:** We expect that most residents will leave the college for course holidays and semester breaks. A food rebate of \$49 per week will be made to Residents who leave City College for a full week of absence (Saturday – Saturday) during official institutional holidays OR are absent because of course placements/postings provided that the dates of absence are confirmed at least 3 weeks in advance and keys are handed in on departure. Keys and sil'keys must be handed in before you leave the college.

During holidays the full accommodation fee is still payable for each week of absence. There is no food rebate for early departure at the end of the year.

Residents who are absent from the College due illness (as evidenced by a medical certificate) can apply in writing for a food rebate for each full 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 can remain in the College during semester and/or course holidays for study purposes; permission to stay is conditional on good behaviour and is at the discretion of the Head of College. A whole college alcohol, visitor and noise ban will be in place during all official institutional holidays and semester breaks.

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 be locked in the wardrobe. If we use your room you will get a full fees refund for that week. Keys and sil'keys must be handed in before you leave the College.

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. **There is no food rebate for early departure at the end of the year.**

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. **THE CITY COLLEGE COMPUTER LAB:** An annual fee of \$56.73 per student is payable to access the University Computer Network, this fee covers free internet access to a limit set by the University. Students are responsible for meeting the costs of 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 \$200.00 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 of \$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, 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

**2012 Accommodation Fees are \$326.50 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 \$47.00 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.

### Accommodation Fee Payment Options

There are two payment options available:

1. Quarterly in advance, (with approx 9-11 weeks between payments).
2. 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.

### First Instalment, due on February 1<sup>st</sup> BEFORE moving in to City College, includes:

1. Student Club fee \$200.00  
(Paid with the first instalment, which funds resident activities and amenities)
2. Internet Charge \$56.73  
(applicable only to Otago Polytechnic students), covers Internet access through the University computer network.

### See the attached payment schedule for 2012

### Other Charges

**Deposit:** Paid in October to confirm College place. \$650.00

The deposit is made up of:

- Administration Levy \$250.00 (Non-refundable)
- Development Levy \$250.00 (Non-refundable after 20<sup>th</sup> January 2012)
- Refundable Bond \$150.00

### Optional payments:

1. Car Park (paid in advance and non refundable) \$400.00
2. Computer Port connection in own room (paid in advance and non refundable) \$305.00

*Please note there is access to the University network from all computers in the computer lab.*

Indicate on the attached form which payment option you prefer. The appropriate bank authorisation forms and payment schedules for the payment option you choose will be sent out to you. All payment arrangements must be set up before you move into City College. Please contact the Finance Manager between 9am-3pm (Phone 03 479 5595 or email [barbara.wilkes@otago.ac.nz](mailto:barbara.wilkes@otago.ac.nz)) if you have any queries.

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)

**Total 2012 Fees** **\$14,293.25**

##### **Quarterly in advance:**

Deposit due on acceptance	\$ 650.00
Instalment 1 Due 1/2/12 BEFORE moving into City College <i>(This includes the student club fee and Internet charge)</i>	\$ 3,603.36
Instalment 2 Due 1/4/12	\$ 3,346.63
Instalment 3 Due 13/6/12	\$ 3,346.63
Instalment 4 Due 15/8/12	<u>\$ 3,346.63</u>
	<u>\$14,293.25</u>

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

Deposit due on acceptance	\$ 650.00
Instalment 1 Due 1/2/12 BEFORE moving into City College <i>(Initial Lump Sum, Student club and Internet charge)</i>	\$ 7,493.23
Plus 41 Weekly automatic payments of \$150.00	<u>\$ 6,150.00</u>
	<u>\$14,293.23</u>

##### **PLEASE NOTE**

A **Payment Agreement and Schedule** will be sent out in December 2011; the first payment, which is due in early February, **must** be made before moving into City College. Student loans do not cover accommodation costs.

## **E. 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 Assistant 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 the Associate Head of College 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