

# College Obligations and Terms of Residence (COTR)

**Current: Updated August 2019** 

# Introduction

Every good citizen adds to the strength of a nation.

Gordon B. Hinckley

Ants are good citizens: they place group interests first.

Clarence Day

At Jane, you are a member of a community. As in any society, every member has a right to enjoy living in their own place and in the surrounding communal spaces. It is also important for you and your fellow Jane students to be safe.

That is why, over many years, we have developed these terms of residency.

Your obligations, as outlined here, cover the full range of expectations we have of you while you are a resident at College.

Your main obligation is to be a good citizen of Jane. A key part of that is to know and understand your rights and responsibilities.

Please read, understand and keep checking these terms of residency. They are important and may be used and referenced throughout your stay. We recommend that you print these off and have them handy during your stay at Jane. Alternatively you can find them on the website.

Please be aware that in signing your residential agreement, you are now committing to uphold these contractual obligations. We take them very seriously, not just because they are an agreement between you and the College, but also because they are what make Jane, the safe, welcoming, considerate community that it is.

# Your Residential Agreement

Your Residential Agreement is a legally enforceable contract made between the College and you.

In signing the Residential Agreement, you agree to abide by the obligations and terms of residence contained in this document and such other rules and regulations that are prescribed by the College during your residency.

- a) You agree to provide your University of Tasmania (UTAS) Student Identification number to the College and consent to the release of your academic results and UTAS email address by UTAS to the College upon request.
- b) You agree to pay all fees applicable to the terms of your Residential Agreement, subject to the terms of any guarantee or indemnity entered into by a guarantor with the College.
- c) Regardless of whether you remain in residence, leave early, or take a holiday, you remain responsible for the full amount of your fees for the duration of your Residential Agreement.
- d) All correspondence and accounts relating to your residency will be directed to your nominated billing address.
- e) You are bound to pay your fees for the length of time specified in your Residential Agreement. This is the case even if you are paying through installments. Unpaid accounts will be forwarded to a debt collection agency for recovery.
- f) The College will only consider your request to withdraw from your Residential Agreement should you also withdraw from UTAS. If the College agrees to release you from your Residential Agreement for this reason, the College may either retain or seek payment of 50% of your remaining fees.
- g) Any request for withdrawal based on the circumstances as outlined in clause (f) above must be made in writing and forwarded to the Dean of Students. All requests must set out the facts and circumstances of the withdrawal from university. A notice of withdrawal from UTAS must also be provided to substantiate the request.
- h) The College may revoke you Residential Agreement under the following conditions:
  - i. Upon a determination of the Disciplinary Panel and/or the Principal that you should be expelled with immediate effect. In such circumstances you will be charged six (6) weeks' fees and the balance of any fees already paid to the College will be refunded to you from the actual day of departure.
  - ii. By the giving of four weeks' notice, in writing, by the College to you. In such cases 50% of the balance of any fees already paid to the College will be refunded to you from the actual day of departure.

- i) The College reserves the right to refuse re-admission to the College at the end of your Residential Agreement and the opportunity to re-apply is not to be taken as consent or acceptance by either the College or you.
- j) The College reserves the right to deal with every case on an individual basis.

# Obligations A-Z

# Absence from College

- a) If you are away from the College on a study trip, work placement or internship that is required as a mandatory component of your degree course and you are required to be away for seven days or more, you may apply to the Chief Operations Manager for a rebate on your fees. You will need to provide proof of your course requirement to be considered eligible for a rebate.
- b) A maximum of 25% for one month's fees will be considered if your keys are surrendered.
- c) Rebates will only be considered for absences that are compulsory for successful completion of your course requirements. Rebates will not be provided in any other circumstance including, but not limited to, volunteering, paid work or optional study trips that are not course requirements.

### **Behaviour**

- a) As a member of the Jane community you are subject to the conditions of the Code of Conduct.
- b) It is expected that you and your guests will display reasonable and respectful behaviour to others at all times.
- c) Compliance with all Australian legislation including, but not limited to, Workplace Health and Safety, Harassment and Discrimination and the Responsible Consumption of Alcohol is mandatory.
- d) Acts of vandalism, excessive noise or disruptive or offensive behaviour, including alcohol abuse, and any further breaches of the Code of Conduct may incur forfeiture of your place at College.
- e) A number of behaviours are considered abhorrent at the College, are not tolerated and are grounds for dismissal from College. These include, but are not limited to:
  - i. Abusive behavior including physical, psychological and racial harassment or bullying of any kind;
  - ii. Sexual assault or harassment;
  - iii. Any activity that can reasonably be construed as hazing or is of a similarly coercive practice;
  - iv. The act of singing songs or chants which denigrate, are abusive, use obscene language or are sexist, racist or demeaning;

- v. The usage of illicit drugs;
- vi. Conviction for a crime occurred while a resident of Jane Franklin
- f) Tradition or past practice is not an acceptable excuse or ameliorating factor for any poor behaviour at College.
- g) All correspondence regarding behaviour remains on your file and is considered with applications for re-admission.
- h) Any attempt to deliberately provide misleading or false information to staff will be considered a breach of reasonable behaviour.
- i) The College reserves the right to involve external agencies, including the University or the police, as necessary to protect the interests of individuals and the College or where the matter is clearly one with a criminal element.

### **Bicycles**

- a) Locked sheds are available for the parking of bicycles. Under no circumstances are bicycles to be taken into the buildings. Any bicycles found inside will be removed.
- b) All bicycles are on the premises entirely at the risk of the owner and no responsibility is taken for their security.

### **Box Rooms**

- a) During semester:
  - a. only suitcases can be stored in box rooms. Other items can only be stored with the written permission of the Senior Maintenance Officer.
  - b. Under no circumstances are valuables, large items or personal furniture to be stored in a box room.
  - c. Everything is stored at your own risk and goods must be properly covered and labeled with your own name.
  - d. Senior Residents provide access to box rooms upon request and only between 8.30am and 9.30pm.
- b) Once your Residential Agreement has expired:
  - a. you are only permitted to leave goods in box rooms if you have signed a Residential Agreement for the following semester. In such cases the following items only may be stored:
    - i. suitcases clearly labelled with an identification sticker available from the office:
    - ii. office-purchased boxes only, clearly labelled with an identification sticker:

- iii. all stickers are available for purchase from the office for \$5 per sticker. Boxes are provided free of charge.
- iv. Fridges may be left, providing they are clearly labelled with an identification sticker, purchasable from the office for \$25, and providing they are empty and clean.
- b. Any item that does not have an identification sticker on it, will be discarded.
- c. Any item that is not collected within a four-month period from the date on the identification label will be discarded.

### Bus

- a) Eating, drinking and smoking are prohibited on the bus.
- b) You are expected at all times to demonstrate good behaviour on the bus and can be asked to remove yourself from the bus for inappropriate, discourteous or dangerous behaviour.
- c) The College makes every effort to ensure the bus arrives and leaves on schedule. Please be aware that some circumstances such as traffic delays are beyond the College's control.

# **College Reputation**

- a) You may not use the College name nor enter into any agreement which may bring the College into disrepute. Any agreement where the College name is used or inferred, permission from the College must be sought before any business arrangement is finalised.
- b) Any action by a resident or a group of residents that has either damaged or has the potential to damage the College's reputation will result in disciplinary actions against the student(s) concerned.

### Common Rooms

- a) When using common rooms, the conditions for room usage (as displayed on the wall in each room) are to be adhered to.
- b) As a general rule, providing the noise level and behaviour does not impinge on the well-being of others, either inside the room or adjacent to it, common rooms may be used at any time.
- c) You are responsible for keeping common rooms clean and tidy.
- d) No alcohol may be consumed in the Coffee Lounge, Library, Reflection Room or Asten Common Room. The Frances Parsons is an alcohol-free area with the exception of events that have been approved in writing by the Dean of Students or the Principal.
- e) Common rooms in Michael Webber House and The Lodge are only for residents of those two buildings or for their invited guests.

- f) The Senior Common Room is only available to senior members of the College, including Jane Council members, Fellows, Chaplains, staff and postgraduate students.
- g) From time to time we may have external bookings of the common room spaces, particularly of the Frances Parsons Building. Every effort is made to balance the needs of students with the needs of our guests, and we ask you to be understanding, patient and welcoming to any guests. Guests are also asked to be understanding and patient of student needs.

### **Contact details**

- a) You are required to inform the College as soon as possible should your mailing address, email address or mobile telephone number change.
- b) As it is the main form of communication between the College and yourself, you are expected to check your nominated email every day including during holiday periods.
- c) At the end of your Residential Agreement, you must arrange for your postal address to be changed. Mail will be forwarded for a maximum of one month; after this time it will be returned to the sender.

# Cleaning and Rubbish Removal

- a) You are responsible for cleaning your own room (including ensuite bathrooms).
- b) Vacuum cleaners are available in every building and you are encouraged to use them regularly. Vacuum cleaners should be emptied after each usage as a courtesy to the next user of the vacuum cleaner.
- c) You are also responsible for your personal rubbish and recyclable materials. On site recycling and refuse bins are available. Please help the College to reduce its environmental footprint by recycling rubbish.
- d) Kitchenette and bathroom bins are not to be used for personal rubbish. Personal rubbish should be disposed of in the external wheelie bins adjacent to every building.

# **Dangerous Goods**

- a) You may not bring into the College any explosives or combustible materials, firearms, fireworks, spear guns, ammunition or other weapons. These will be confiscated and a fee will be charged for their storage.
- b) Candles, open flames, incense, cigarette lighters, fires or any liquid fuel lighting devices are strictly prohibited.

# Dining

- a) Whenever in the dining hall, it is expected you will dress appropriately, wear shoes, are sober, and behave considerately towards other residents, guests and staff.
- b) Wearing nightclothes to the dining hall or in common areas is not permitted.
- c) During holiday periods, mealtimes may be shortened at the discretion of the College.

### **Ending your Residency**

- a) Your Residential Agreement stipulates what date your residency ends. Unless otherwise organized with the College you are expected to move out of College on or before that date.
- b) When moving out you are expected to return your keys to the office and leave your room in the condition in which you found it.
- c) When vacating your room, you are expected to turn off all heaters and lights as well as lock the door behind you.
- d) Your room will be inspected at the end of your residency. Should there be any damage above ordinary wear and tear, a fee will be charged and/or your room deposit forfeited

# **Emergency and Evacuation Procedure**

- a) Please read carefully the emergency and evacuation procedures displayed in your room. Take them seriously and learn what you should do in the event of a fire.
- b) If you hear the fire alarm ring, evacuate the building immediately, using the fire escapes. Evacuation is mandatory, even if you suspect it is a false alarm or a fire drill. A failure to evacuate may incur a fine.
- c) You are required to follow all guidelines relating to the College's fire safety equipment. No fire safety equipment is to be used except in the case of an emergency; such activity is a breach of State Government regulations and the mater will be referred to the Tasmanian Fire Service.
- d) You must not interfere or cover any fire detection equipment or evacuation notices. This includes the smoke detector on the ceiling of your room.
- e) If you do not follow the safety regulations including by setting off fire alarms through irresponsible behaviour you will be liable for any costs associated with the alarm. Additionally, irresponsible behaviour which sets off the fire alarms or endangers the community will face disciplinary action and/or penalties under the Tasmanian Fire Code.

### **Fines**

- a) The College reserves the right to fine residents collectively or individually for any behaviour, action or damage which occurs at the College or at any event with which the College or the Jane Franklin Hall Student Club is associated.
- b) A fine may be given in addition to any costs for repairs or replacement incurred as a result of resident's behaviour.
- c) Fines must be paid within the stipulated time unless otherwise negotiated with the Chief Operations Manager.
- d) All fines become contributions to the Jane Alumni Scholarships.
- e) You are responsible for any fines or damage incurred by your guests. These charges will be added to your account unless rectified by your guest in a timely manner.

### Food and Meals

- a) The College provides twenty-one (21) meals per week during the term of your Residential Agreement.
- b) Meals that are not consumed cannot be accumulated as a credit or for taking on another occasion.
- c) Self-catering can only occur in the Lodge, Michael Webber House and some flats and through the offering of a self-catering Residential Agreement or lease.
- d) Cooking in your room is forbidden.
- e) Cooking in microwaves in kitchenettes must be followed according to the instructions in each kitchenette.
- f) Cooking in the Lodge, Michael Webber House or flats must be done with due care for fire alarms. Should the fire alarm be set off accidentally through your cooking activities, the Tasmanian Fire Service may charge you a call-out fee.
- g) Only fresh fruit and cut lunches for your own consumption can be taken out of the Dining Hall.
- h) It is forbidden to remove the College's crockery and cutlery from the Dining Hall.
- i) When a late meal has been arranged, it is to be eaten in the Dining Hall.
- j) Over the summer break, there may be some variation in the catering arrangements. However, this is already factored into summer Accommodation Fees and no further rebate will be given.

### Fire Escapes

It is a serious offence to breach College security by using fire escapes (other than in an evacuation emergency), or to wedge open any doors.

### Formal dinners

- a) It is understood by the community and agreed to by you in signing your Residential Agreement, that you will attend all formal dinners as detailed on the annual calendar of events. Study, work and sporting commitments are not to interfere with these dates.
- b) Any student unable to attend formal dinner must advise the Office of their intended absence and reasons for their absence no later than lunchtime on the day of the dinner.
- c) At formal dinners, academic gowns are to be worn by all students at all times throughout the meal. The only times a gown may be removed is at the express invitation of the Principal.
- d) We expect that students will dress for formal dinner as if they were attending a smart business occasion.
- e) When you receive an invitation to sit at High Table at formal dinner, you are expected to R.S.V.P. promptly remembering that R.S.V.P means to tell the office if you are accepting or declining the invitation.
- f) When dining at High Table mobile phones are not permitted and should not be placed on the table.
- g) Late meals are available in a very limited number of circumstances on formal dinner nights and permission must be gained in email from the Principal.
- h) Under the Responsible Service of Alcohol guidelines pertaining to the College's special liquor licence, no alcohol may be brought into the Dining Hall during a formal dining occasion, nor removed from it.
- i) Mobile phones should be turned to silent during dinner.
- j) For the whole evening, please stay sitting at the table at which you commenced the meal.
- k) It is strictly forbidden to arrive at formal dinners drunk.
- I) Drinking games are forbidden at formal dinners.
- m) Anyone causing excessive noise or disturbance will be asked to leave formal dinner.

### Guests

- a) You are responsible for your guests.
- b) Guests are expected to adhere to the required behaviour and regulations of the College. If they do not, you, as the host, are liable for payment of fines, damage or cleaning fees that result from the poor behavior of your guest(s).
- c) Guests must be accompanied by their host at all times.
- d) Guests are not permitted before or during Welcome Weeks.

- e) Room-sharing on anything other than a strictly temporary basis is not permitted. As a guide, having a guest stay more than four nights in a month is unacceptable, and the College reserves the right to charge Accommodation Fees for guests.
- f) Mattresses are available for hire from the Office only, between 8.30 am and 5.30 pm for a maximum of four nights. Mattresses are charged at the rate of \$20 per night. Senior Residents will not provide mattresses after hours.
- g) Guests who attend the Dining Hall during mealtimes are considered to be dining and, therefore, must pay in advance for their meal or have the cost of the meal added to their host student's semester invoice. Meal vouchers for guests may be purchased from the Office. A resident whose guest is found not to have paid for a meal will face disciplinary action.
- h) Parents (including stepparents), siblings and grandparents are offered 6 meals per family group each semester at no cost. Other family members or those that exceed 6 meals per semester are invited to purchase meal vouchers at the office at a cost of \$15 per person per meal or \$35 per person for formal dinners.

# **Heaters and Electrical Appliances**

- a) It is your responsibility to ensure the safety of any electrical appliance brought into the College.
- b) Electrical appliances and power boards brought from overseas must conform to official Australian standards.
- c) The College takes no responsibility for damage incurred to any electrical item which is connected to the College's electrical supply.
- d) Before being plugged in to the College's electrical supply, all electrical appliances you bring to College must be inspected by the College's maintenance staff.
- e) Because of the age of the buildings, there are restrictions on the amount of available electricity. Please limit the number of electrical items you use simultaneously. The College reserves the right to impose further restrictions on the number and type of appliances if necessary.
- f) In the interests of efficiency, it is essential that when the heater provided in your room remains on for an extended period of time, it remains on a low setting.
- g) Nothing should be draped over heaters as this is a fire hazard.
- h) Kettles, microwaves, sandwich makers, toasters, rice cookers and similar cooking appliances are prohibited in your room. After inspection and with the permission of the Senior Maintenance Officer, some appliances may be used in the kitchenettes.
- Personal heaters or any unauthorised electrical appliances found on the premises will be confiscated immediately. Such appliances will only be available at the end of your Residential Agreement.

# Illness, Injury and Disability

- a) You must inform the College of any illness, disability or infectious disease that might seriously threaten your health or your capacity to live in College, including any issue which may affect the health of others.
- b) It is recommended that prior to entering College you take advice from your family doctor regarding vaccinations, especially for strains of meningococcal and influenza.
- c) The College reserves the right to ask you to temporarily return home or seek hospitalization should you have an illness that may affect the health or wellbeing of others.
- d) Failure to disclose any pre-existing medical condition may jeopardize any special consideration that a resident may request later.
- e) If you are the captain of a sporting team, you must recommend to any resident who sustains a head injury during training or a game of inter-College sport that he/she has a medical examination. You must not allow a resident who, to your knowledge, has not had such an examination, to attend or compete in any further training or sporting event until such a medical examination has taken place.
- f) Neither the Jane Franklin Hall Student Club nor Jane Franklin Hall will be responsible for any injury sustained whilst a resident is participating in a sporting activity or any subsequent compensation that may arise from that injury.

# Insurance and Public Liability

- a) The College does not accept any legal responsibility with regard to your physical welfare and academic progress.
- b) The College will provide normal maintenance and security of the College property and facilities but does not accept responsibility for the supervision or security of your personal effects.
- c) The College does not provide insurance for your own items including cars. You are encouraged to secure insurance which meets your own needs.
- d) The College strongly recommends that you do not leave large amounts of cash or significant valuables in your room and that, whenever absent from your room, you lock it.

### **Internet Access**

- a) The College accepts no responsibility for any electric or electronic misadventure from the connection and supply of power and internet services.
- b) Before the network facility can be used, your computer must be properly configured and have adequate virus protection software installed. Any machines suspected of causing any service difficulty to the network will be disconnected and further investigation pursued before re-enablement can occur.
- c) Access to the network is restricted to staff and residents.

- d) The College reserves the right to further restrict access to any individual who is in breach of the University of Tasmania's computer usage guidelines and agreements. Further information is available at <a href="https://www.UTAS.edu.au/it/communication\_technologies">www.UTAS.edu.au/it/communication\_technologies</a>.
- e) These guidelines prohibit unethical use of the College's equipment to breach copyright legislation, engage in commercial activity or perform acts of harassment or nuisance to others. Please note that use of the network is subject to monitoring by College and University staff.

# **Keys and Security**

- a) Your room and its possessions are your responsibility.
- b) All external doors to College buildings are to be kept locked and are accessible with your external door key.
- c) All keys and access devices issued to you are to remain in your possession at all times and must not be lent to any other person nor copied by any person whilst on issue. If you lose any or all of the keys so issued, you are to report the matter to the office immediately.
- d) To encourage care and enhanced security, there is a non-refundable replacement charge of \$100 per key and \$20 per fob (payable by cash, cheque, EFTPOS or credit card).
- e) Due to the damage done to the College's security, further losses could result in the termination of your Residential Agreement.
- f) Keys issued by the College remain the property of the College at all times.
- g) If you have lost, forgotten or mislaid your keys you will be given access to your room by the Office staff or Senior Resident on Duty.
- h) Staff who have been provided with the appropriate keys are permitted to enter your room for any authorised purpose including maintenance or to check on your welfare.
- i) You are strongly encouraged to lock your room when it is unattended and at night when you are sleeping.

# Kitchenettes

- a) You are expected to tidy up after yourself and it is important that hygiene standards are maintained.
- b) You will need to provide your own mugs, drinking glasses, crockery and cutlery for use outside the dining hall as you are not permitted to remove these items from the dining hall.
- c) The use of cosmetics, hair dye, brushing of teeth and the storage of perishable foodstuffs are not appropriate in kitchenettes.
- d) Items of clothing should neither be cleaned nor stored in the kitchenettes.

- e) Personal rubbish and discarded cardboard should be taken to the external rubbish bins adjacent to each building and not disposed of in the kitchenette waste bins.
- f) Equipment in the Horton Common Room is for the use of all residents and should not be removed.

# Laundry

- a) Please follow the instructions for using the washing machines and dryers that are in the laundry.
- b) You must supply your own washing powder.
- c) You use the laundry facilities entirely at your own risk.
- d) If you leave washing or other items in the laundry it is at your own risk.
- e) You should contact the Senior Maintenance Officer or Senior Resident on Call in the event of non-residents using the laundry or if there is any malfunction.
- f) Periodically, the laundry is thoroughly cleaned, and unclaimed clothing is confiscated. Items which remain uncollected will be consigned for disposal.

### Maintenance

- a) You are expected to help maintain College buildings and grounds in good order by cleaning up after yourself, picking up any litter and reporting all maintenance issues to the Senior Maintenance Officer.
- b) You are obliged to allow staff of the College to enter your room at all reasonable times (accompanied by you where this is practical) for the purpose of inspection, cleaning and repair. For these purposes, authorised staff of the College hold the necessary keys.

### Noise

- a) Unreasonable noise will not be tolerated at any time.
  - This is defined as sound, music, loud conversation or singing which interferes with the ability of others to study, sleep or quietly enjoy their living environment.
  - ii. It also includes gathering in corridors or residents' rooms, shouting or running down corridors, ball games in corridors, slamming doors or any other activity likely to disturb a resident.
  - iii. Being 'unreasonably noisy' may involve grossly excessive noise on a single occasion or continual disturbances.
- b) The volume of any entertainment, with the door and windows closed, should be contained so that it does not intrude upon the activities of others.
- c) The appropriate and safe use of headphones is strongly recommended.

- d) Unduly loud sound systems such as are equipped with sub-woofers or similar are strictly prohibited.
- e) If you are unreasonably noisy, individually or as a group, and fail to (1) disperse immediately from any room or part of the College premises, (2) turn down or off any device, upon being requested to do so by a Senior Resident, you can expect a fine and/or a formal warning from the College.
- f) You will be liable for a similar penalty for any unreasonable noise generated by your guests.
- g) Electronic or audio equipment causing unreasonable noise (including alarms, music or continually ringing phones), may be switched off, appropriately unplugged or confiscated by staff.
- h) It is expected that residents who wish to sleep should be able to do so after 10:00 pm. This does not mean that noise prior to 10:00 pm will be tolerated. On the contrary, you should be considerate of others at all times.
- i) There is a period each semester during swot-vac and examinations known as 'Quiet Time'. It is expected that during this time you are quiet during prescribed hours or face an on-the-spot-fine with no warnings.

# Occupancy

- a) The College grants to you for the term of your Residential Agreement a license to occupy and/or use:
  - the furnished room or such other furnished room as may be allocated to you by the College from time to time;
  - ii. in common with other occupants, the bathrooms, toilets, kitchenettes, dining hall, laundry facilities, study rooms, library, common rooms, passageways and stairs in the College in which such facilities are contained, and the grounds relating to the College;
  - iii. items as detailed in your Room Inventory with the right to use hot and cold water, electricity and/or gas laid on to the College,
  - iv. internet & WiFi facilities, abiding by College & UTAS policies of usage
- b) You may occupy and use the College on license as a lodger only and shall acquire no estate, right, title or interest in the College other than as a licensee.
- c) You will not have exclusive occupation of your room as the College reserves the right for members of its staff, from time to time, to gain entry to your room without your consent (e.g. if you are being unreasonably noisy, and for reasons of maintenance and safety).
- d) You must at all times take reasonable care of the College and its fittings, fixtures and furniture.
- e) You are not authorised to use the College or any of its facilities for financial gain or business activity, nor permit the College to be used for any purpose which would

- cause unreasonable annoyance to any other resident, nor practice any behaviour which, in the opinion of the College, is prejudicial to the well-being of residents.
- f) You must observe socially acceptable hygiene practices in all areas of the College, refrain from discarding rubbish indiscriminately and refrain from storing food in the kitchenettes. You must maintain acceptable standards of hygiene in the kitchenettes, bathrooms and other common areas of the College.

### **Out of Bounds**

- a) You are not permitted on rooves, in ceilings, in the maintenance department or in the main kitchen.
- b) You are also not permitted to enter another resident's room without their express permission. An unlocked door does not constitute permission.
- c) Accessing unauthorised areas of the College is grounds for disciplinary action.

# Payment and Repair of Damaged Property

- a) You are required to pay for all loss or damage caused by you to the fittings, fixtures and furnishings in your room (as specified in your Room Inventory) and in any other part of College property. This includes any accidental damage.
- b) You are also responsible for any loss or damage caused to any part of the College and its property by someone you invite to the College.
- c) Where it cannot be determined who exactly is responsible for damage or loss but where you are found to have been involved in any capacity with that damage or loss, you will be required to pay any portion that in the opinion of the College should be charged to you.
- d) Replacement charges on the Room Inventory are only a guide. The College reserves the right to vary charges according to specific repairs and the amount of such charges is determined by the Chief Operations Manager.
- e) For any accidental damage or loss you cause to Jane property and that you admit to the College within 3 days of the damage occurring, you will be charged 20% less of the total replacement/repair costs.
- f) If you do not admit the damage or loss but you are later found to have caused it you will be charged for the entire amount of the replacement or repairs and you may be subject to disciplinary procedures. This only applies to damage caused to property outside your own room: damage to your room will be charged at full replacement cost when you vacate the room.
- g) If you willfully damage any College property you will be subject to disciplinary procedures. Damage caused by you while under the influence of alcohol will not necessarily be determined as accidental, although the circumstances will be judged on a case by case basis.

### Parking

- a) Car parking spaces are allocated on a first-come-first-served basis following receipt of a completed Residential Agreement, payment of the Acceptance Fees and payment of the car parking fee.
- b) Permits must be displayed at all times, are not transferable and may not be swapped between residents.
- c) If you have a permit to park in the College grounds and are to be absent from College for any extended length of time, you are required to leave your car keys with the College so that in the event of an emergency your car can be moved.
- d) You may park only in your allotted space. You may not park in another resident's space or anywhere else on the grounds.
- e) The speed limit within College grounds is 10 km/h. Penalties apply for dangerous driving on campus.
- f) The flow of traffic through College grounds is one way from Elboden Street, exiting via left hand turn only into Davey Street.
- g) Guests in the College are asked to park only in designated visitor parking (in front of the office) or on the streets surrounding the College. The exception is family members picking up or dropping students off at College at the end or beginning of semester. In such a case, safety and consideration must be paramount.

### Pets

- a) You may not keep pets of any kind or feed stray animals on College property without the express permission of the College.
- b) From time to time, we may have pets visit the College. You are asked to be respectful of other's rights to enjoy the company of pets.
- c) If you are hosting a pet, you are asked to manage the animal so as to respect other's rights not to enjoy the company of pets. You are also required to clean up after the pet.

### Photography

Your image may be used in promotional material for Jane Franklin Hall including the College's website, social media and on printed collateral unless you specifically advise in writing that you do not wish for your image to be used.

### **Policies**

You agree to be aware of and abide by the policies which are related to your stay at the College. These include but are not limited to:

Privacy

- Use of Social media
- Discipline
- Sexual harassment
- Alcohol consumption

They are available on the Jane Franklin Hall website.

As a student of UTAS, you are also subject to the policies and procedures of the University. These are available at <a href="http://www.UTAS.edu.au/policy/by-category">http://www.UTAS.edu.au/policy/by-category</a>

### **Student Rooms**

# (a) Room allocation:

- An offer of residency is for a place in the College, not for a specific room.
   The allocation of your room is at the absolute and unfettered discretion of the College.
- ii. Room allocations occur prior to the start of semester once all documents related to your residency have been returned and processed.
- iii. Your room is for the duration of your Residential Agreement. Changes to room allocations during the term of the Residential Agreement will not be considered except under exceptional circumstances. An application for such a change should be made in writing to the Dean of Students, whose decision is final. There will be a cost of \$50 for room changes.

# (b) Your Room:

- The College strongly recommends you lock your room. Except with the express permission of the relevant resident, no resident may enter another resident's room. Unauthorised entry constitutes trespass and is grounds for disciplinary action.
- ii. Staff members of the College may open your room without your permission if they reasonably believe an emergency situation exists, to check on your welfare, where they believe a criminal act may have taken place or for wider College safety or security reasons. In such cases the entry will be authorized by the Principal or her delegate.
- iii. You are not permitted to sub-let any part of the College, including your room. No one is permitted to stay in your room without you, and no payment in goods or kind can be exchanged for any guest you may invite.
- iv. You are solely responsible for the condition of your room and its contents. Apart from fair wear and tear, the cost of any material damage done to the walls, door, carpet, paintwork, fittings or furniture is your responsibility.

- v. Most residents bring their own pillows, pillowslips, sheets and doonas to the College. Linen packs are available for purchase from the Office. The cost of the linen pack if opened is not refundable.
- vi. Most rooms are designed for single occupancy and there is no capacity to store oversized personal recreation, fitness or musical items.
- vii. Standard single or long single beds are provided by the College and no room automatically comes with a double or longer bed. Because of specific room lay-outs, no long beds are available in Asten or Vines buildings.
- viii. Except with the express permission of the Senior Maintenance Officer, you are not permitted to remove furniture from your room.
- ix. Posters are permitted but you will be charged for any damage above normal wear and tear done to the walls. It is recommended that you use UHT yellowtac only. However, you do so at your own risk as any damage done to the walls may require a repaint, with the costs invoiced to you.
- x. If you have an ensuite, you are required to supply your own cleaning products and be responsible for maintaining appropriate standards of cleanliness and hygiene.

# (c) Room Inventory:

- i. On arrival, complete a Room Occupancy Checklist. If anything listed is not in your room, submit a maintenance form within 48 hours of arrival. It is important to note any damage/omissions at this stage as you will be held liable for any damage to your room at the end of your Residential Agreement.
- ii. Your room will be checked as soon as possible after your departure. Any missing or damaged items, including the walls and fixtures, will be charged against your Room Deposit. If your room is left in an unsatisfactory state, you will be charged a MINIMUM cleaning fee of \$50.
- iii. Any keys in your possession must be left at the Office on departure to avoid an additional charge.
- iv. It is your responsibility to return any furniture items, including furniture left in storage, to your room. Any furniture not in your room will be considered missing. You will be charged for items missing from your room in accordance with the estimated fees below, unless you are in a non-standard room in which case charges for some materials may be greater.
- v. Any items left in your room that are NOT part of the room inventory will be disposed of if they are left in your room at the end of your Residential Agreement, regardless of whether you intend for that item of furniture to be passed on to another student.
- vi. Leaving non-College owned furniture in other rooms, corridors or in common rooms is not permitted and the furniture will be disposed of.

- vii. Your liability is not limited to the value of the room deposit, and the full value of any missing or damaged items will be charged to your account and the payment due within 14 days.
- viii. If you are in any doubt whatsoever about your room, its contents and their condition, it is your responsibility to notify the Senior Maintenance Officer before your departure.

# (d) Minimum replacement costs for room and furnishings damage:

ltem	Minimum replacement cost (depending on damage, costs to the College and market price)	ltem	Minimum replacement cost (depending on damage, costs to the College and market price)
Bed base	\$ 360	Light fittings	\$ 240
Bookcase	\$ 150	Mattress	\$ 350
Carpet	\$ 600	Mattress protector	\$ 50
Curtains/rail/blinds	\$ 400	Mirror	\$ 80
Desk	\$ 350	Notice board	\$ 140
Door	\$ 500	Fob	\$ 20
Door closer	\$ 420	Rubbish bin	\$ 20
Ergonomic chair	\$ 350	Set of drawers	\$ 400
Evacuation/Inventory notice	\$10	Wardrobe	\$ 400
Heater	\$ 600	Window	\$ 380
Keys (each)	\$ 100		

# (e) Room allocation for second years and above:

- i. If reapplying to continue your residency, you may request building preferences. The College employs the following criteria (in no particular order) in allocating rooms:
  - · Academic achievement;
  - The length of time you have lived at the College;
  - Election to a position on the Student Club Committee or appointment as a Senior Resident;

- Incumbency i.e. residents who choose the room they occupied the year before;
- Prior records of behavior;
- Active contribution to the College community;
- Particular concerns regarding health or disability;
- Preference for a particular building;
- A desirable balance of genders, ages, ethnic and regional or scholastic backgrounds for each floor or building.
- ii. In re-applying for residency, please be aware the room configuration may have changed to accommodate conference requirements and refurbishments
- iii. Offers of residency are processed once all outstanding debts have been paid.
- iv. Incumbency is not an absolute guarantee that you will retain that room in the following year.
- v. After two years' continuous residence in the same room on successive Residential Agreements, you must vacate your room over summer to allow for maintenance procedures.

# **Study Spaces**

- a) The Library and the Reflection Room are silent study spaces.
- b) The Frances Parsons Building may be used as a study space when not used for functions.
- c) The Dining Hall may be used for study, but you are asked to clear away all books and study items before meals. You must also accept that the Dining Hall is first and foremost a place for eating. The work of kitchen staff is not to be impacted by students using the Dining Hall for study.
- d) Other communal spaces (the Asten Common Room, the Coffee Lounge, The Horton Common Room) may also be used for study but priority in those spaces is given to recreational activities.

# **Serving of Notices**

- a) If it is necessary to serve any notice on you, the notice will be emailed to the email address you nominate, handed directly to you or forwarded by post to your last known address.
- b) If it is necessary for you to give any notice to the College, this must either be delivered personally to the Principal or posted to the Principal at the Jane Franklin Hall postal address.

# Social Events and the Serving of Alcohol

- a) There is an expectation that when you consume alcohol, you do so sensibly and with consideration for others.
- b) The following actions are illegal:
  - i. For those under 18 years of age to consume alcohol anywhere in the College.
  - ii. To supply alcohol to a person who appears to be drunk.
- c) Residential staff are authorised to direct residents who appear to be drunk to leave any public area. Failure to comply may result in disciplinary action by the College.
- d) Sponsorship of College events by companies selling alcohol is not permitted.
- e) Alcohol may only be sold or supplied at the College to a resident or guest who is 18 years of age or over. A person under 18 years of age must not purchase, be served, or consume alcohol anywhere in the College.
- f) Alcohol may not be consumed in any public area between midnight and noon or during weeks designated as 'Quiet Time' and those designated times during Orientation Week.
- g) Designated Common Rooms are alcohol free either on all or some days each week with the policy displayed in each room.
- h) Except with the permission of the licensee, alcohol not supplied by the College may only be consumed in residents' rooms, in designated Common Rooms and outside until midnight. Alcohol may not be consumed in the corridors and other shared spaces.
- i) No resident or guest may compel or otherwise influence another resident or guest to drink alcohol against his or her will.
- j) The use of beer bongs and similar devices are expressly forbidden at the College and at College sports functions.
- k) On Formal Dinner occasions, no alcohol is to be brought into the Dining Hall, except with the permission of the licensee.
- I) No alcohol is to be removed from the Dining Hall.
- m) The brewing or distilling of alcohol is strictly prohibited unless it is part of a College-sanctioned Brew Club activity that has been authorised by the Principal.
- n) The sculling of drinks, binge drinking and drinking games are expressly forbidden at any events where alcohol is served or sold. This includes formal dinner.
- o) Should any bottles, cans, carafes or similar items containing alcohol be left in common areas of the College, they will be confiscated. Any opened containers of alcohol found around the College will be disposed of.
- p) Obligations of function organisers:
  - i. Alcohol may only be supplied by the College between noon and midnight.

- ii. Alcohol may only be sold under the condition that it is consumed as part of the relevant function or event and providing has been approved by the licensee (the Principal). No takeaway bottle sales are permitted at any time.
- iii. Except with the express exemption of the licensee, everyone who serves alcohol will, at the beginning of each year, attend a course for the responsible service of alcohol.
- iv. Only residents who have attended a responsible service of alcohol course may serve alcohol anywhere in College.
- v. If there are reasonable grounds for believing that a resident or guest is intoxicated, alcohol must not be sold or served to that resident or guest. There are taken to be reasonable grounds for believing that a resident or guest is intoxicated if the person's speech, balance or behaviour is seriously affected by the consumption of liquor.
- vi. On Formal Dinner occasions, the College may serve alcohol in the Dining Hall for residents to consume if they wish. Under the Tasmanian *Liquor Licensing Act 1990*, the College must withdraw this privilege from some or all residents at any time should any breaches of its license occur.
- vii. Liquor sold or served in the Frances Parsons Building or Dining Hall may not be removed from that building.
- viii. A clear notice providing details of the approximate alcoholic strength of all spirits available will be displayed wherever alcohol is served.
- ix. The Principal has authority to approve or disallow all functions and events in the College, including those where alcohol is consumed.
- x. Alcohol supplied at any function or event in the College may only be purchased by the College and served by the staff agreed to by the licensee.
- xi. The retail price of all alcoholic and non-alcoholic beverages is determined by the College.
- xii. No ticket may be sold which includes alcoholic beverages, except with the permission of the licensee.
- xiii. Applications for all functions and events in the College (including those where alcohol will be served) must be made on the correct form and received by the Office at least seven days prior to the function or event.
- xiv. Any function or event at which eight or more people are expected, whether it is organised as a private function or otherwise, and at which alcohol may be consumed, must be applied for on the correct form and received by the Office at least seven days prior to the function or event.
- xv. In promoting functions and events, no advertising of alcohol or the availability of alcohol is allowed.
- xvi. Straight spirits will not be supplied at any function, except with the permission of the licensee.
- xvii. Quality non-alcoholic drinks must be available at all functions and events where alcohol is served.