

# The University of Waikato Residential Contract

Pursuant to Section 5B(3) Residential Tenancy Act, 1986

## Between the Parties

The University of Waikato (the "University") and Resident (student residing in the Halls of Residence).

This Agreement is a legally binding document: You must ensure that you understand the implications of what you are agreeing to, as the conditions will be enforced. If you are unsure about any of the terms, we suggest you contact a community law centre or Youth Law who provide free legal advice to anyone under the age of 25 years old. If you are under the age of 18 years old, this Agreement must be signed on your behalf by your parent or guardian – this will be undertaken during the Contract Acceptance Process.

## Agreement

You, the Resident, accept the University's offer to provide you with accommodation at the Halls of Residence for the period indicated in your accommodation application, and at the weekly room rate advertised on the University webpage.

You acknowledge that this will be your principal place of residence for the term of the Agreement, subject to and in accordance with the terms and conditions of this Agreement. In this Agreement "Accommodation Management" means the managers of the Waikato University Accommodation appointed by the University, and includes the Residential Life Manager, Accommodation Office Manager and Associate Director Student Accommodation. Where relevant, references in this Agreement to the University are deemed to include University staff, including Accommodation Management.

## Acceptance of the Accommodation Offer

This Agreement is made up of the following terms and conditions, together with the documents referred to below and which are posted on the University's Accommodation website <https://www.waikato.ac.nz/student-life/accommodation>:

- The "Halls of Residence Rules and Regulations" for the relevant Residence;
- The "Payment Option" for the relevant Residence; and
- Any other policies relating to your occupation of the Residence, as notified to you by the University from time to time ("Policies").

## Fixed Term

The period of this Agreement is fixed for the Residency Period, unless otherwise agreed by the University. You will be required to pay the accommodation fees for the Residency Period even if you arrive after the agreed start date or leave prior to the end date for any reason.

## Accommodation Fees

The weekly accommodation rate excludes the Application Fee of \$150 and the Activity Levy Fee of \$200 – as documented in the Payment Option document; and any other fees that may apply to your residency, which, if applicable, are payable by you in addition to the weekly rate. All amounts must be paid to the University as instructed by the University, in accordance with the agreed payment scheme as set out in the Payment Option document.

## Room Allocation

The University reserves the right to offer Residential Contract agreements for accommodation to a larger number of students than the number of placements available in the Residence in the expectation that some students will withdraw their application for accommodation. You acknowledge and agree that:

- Even if you have received a confirmed placement in the Residence, you may be required to reside in another similar residence until a room in the Residence of the room type detailed in your application becomes available, and you will receive prior notification of such a change.
- The University will endeavour to reassign you into a room at the Residence of the room type detailed in your application as vacancies occur.
- The University reserves the right at any time to reallocate you to another room within the Residence during the Residency Period, due to reasonable requirements.

## Wellbeing and Safety

Your wellbeing and safety are a priority for the University. In addition, under the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 the Halls of Residence are required to regularly check on the wellness of all Halls residents. A combination of electronic and staff checking protocols are utilised to undertake the Code requirement. The electronic checking protocols include building access-card usage and/or frequency of University internet usage, social media usage, and/or dining room meal-card usage, and other digital/electronic checks, as necessary. This information is collected primarily for the purpose of carrying out wellbeing checks.

To facilitate the provision of effective services to you, we ask that you notify Accommodation Management of any health needs (including mental health needs) and/or other wellbeing difficulties that you are affected by, and any concerns that you have regarding the Residence or the wellbeing and safety or behaviour of other residents. The information you provide may be shared with other University staff where necessary.

As detailed above, the University has systems in place which are designed to monitor and promote resident wellbeing and safety. You acknowledge that to minimise risk to health and safety, you must comply with health and safety requirements and/or restrictions set by the University from time to time and notified to you (including requirements and/or restrictions that may be imposed in response to epidemics or pandemics, such as COVID-19).

The University may collect or receive information about you that could help identify concerns about your wellbeing and safety or your behaviour. You can read more about how the University collects and uses personal information in the below Privacy Act 2020 and Access to Personal Information sections.

## The Privacy Act 2020

The University of Waikato adheres to the Privacy Act 2020.

As stated in The University of Waikato Halls of Residence Application Form, resident applicants are advised that the Accommodation Services Office and the Hall Residential Life Manager may use the information provided on the application form (and any other forms) in accordance with the Privacy Act 2020 as detailed in The University of Waikato Enrolment Form.

The Associate Director Student Accommodation, Accommodation Office Manager and/or the Residential Life Manager will, if necessary for the safety and/or wellbeing of any resident, contact the nominated emergency contact provided by the resident - as also detailed in the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021.

Under the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 residents must provide the Accommodation Service with their nominated person contact details.

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

The Privacy Act can be viewed online at <https://www.legislation.govt.nz/act/public/2020/0031/latest/LMS23223.html>

## Access to Personal Information

Residents who sign The University of Waikato Halls of Residence Resident's Contract agree to allow:

- The Hall Residential Life Manager, Accommodation Office Manager, Associate Director Student Accommodation, Accommodation Services Office, Halls Administrators access to their assessment and examination results, building access card usage, frequency of University internet usage, evidence of social media usage, and dining room meal card usage.
- The Accommodation Services Office staff to access, use and store any information regarding their Enrolment, Student Loan, Student Allowance or Scholarship payments.

## By Accepting this Agreement, you Understand and Agree:

- You must be enrolled as a full-time student at the University for the Residency Period.
- You have read and understood the Accommodation Fees you are required to pay for your accommodation and have read and understood the Withdrawal Policy (detailed below).
- You have read and understood the Residential Rules and any applicable Policies for your accommodation and will abide by the decisions of a duly authorised person acting under the Statute for Student Discipline of the University arising from any breach by you of such rules.
- You will participate in the supportive and harmonious atmosphere in the Residence, showing consideration towards other residents and neighbours, and their property. You acknowledge the importance of responsible social behaviour and agree to behave in a way that contributes to a positive, respectful, and diverse community within the Residence. You understand that the University does not tolerate discrimination, racism, bullying, harassment, or abuse.

## The University Agrees to Provide:

- The quiet enjoyment of the accommodation and, where the accommodation is shared, quiet enjoyment of the resident's room within the accommodation, and shared use of the common areas of the Residence, all of which are subject to the Halls of Residence Rules and Regulations.
- A clear accommodation complaints process: a copy of the Accommodation Complaints Process is detailed on the Accommodation webpage.
- A clear accommodation disciplinary process: see the Halls of Residence Rules and Regulations.
- Support, pastoral care, and an environment that is managed in accordance with the Halls Rules and Regulations which aims to foster personal development and encourage a sense of community and association with fellow residents.
- Accommodation for the entire Residency Period in a University-managed or affiliated residence.
- Facilities and furnishings in the Residence consistent with the Healthy Homes standard as detailed in the Residential Tenancy Act, 1986. This includes smoke and fire detection systems, appropriate heating systems, functional drainage mechanism, and secure door locks and key systems.
- The relevant University Regulations detailed below.

## University Regulations

### Request to Terminate Residential Contract

A resident must apply to the Hall Residential Life Manager to terminate their Resident Contract. The Manager will discuss the matter with the resident and provide the resident with the correct form to make an application to terminate their Residential Contract with the final decision to release the resident from the contract to be determined by the Associate Director of Accommodation or their nominee. The reason for wanting to terminate will be kept confidential.

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

**a. If the resident withdraws from The University of Waikato.**

The resident must give the Residential Life Manager four weeks' notice, in writing, of their intention to leave the Hall once they have withdrawn from the University. The resident must pay (or make an agreement to pay with the Accommodation Services Office) the balance of their outstanding accommodation fees, plus four weeks' notice before vacating the Hall. The contingency deposit will not be refunded.

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

The replacement student must not already have a place in a University of Waikato Halls of Residence. The replacement student must complete The University of Waikato Halls of Residence Application Form and provide a character reference.

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

If the Hall Residential Life Manager does not accept the replacement student another replacement student must be sought by the resident.

If the Hall Residential Life Manager accepts the replacement student, a date for the vacating resident to leave the Hall and the replacement student to enter the Hall will be decided upon. The replacement student must arrange with the Accommodation Services Office to pay the contingency deposit, administration fee, halls activity fee, optional extras, and accommodation fees.

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

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

The resident must meet with the Residential Life Manager to discuss the reasons for wanting to terminate on compassionate/discretionary grounds. The reason for wanting to terminate will be kept strictly confidential.

It is expected, where reasonable and practicable, that a resident will have utilised the appropriate support services prior to applying for termination of their accommodation contract on compassionate grounds. Evidence of this process may be requested as a component of the application outcome decision.

The application to terminate the contract form along supporting documents (if applicable) and the Residential Life Managers comments / recommendations will then be sent to the Accommodation Office. The Accommodation Office may contact the resident to arrange an additional meeting to obtain further information.

The application to terminate on compassionate/discretionary grounds **will not** take effect until signed approval is given by the Associate Director of Accommodation or their nominee.

**Decisions and Costs**

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

If approval is given to terminate the Resident's Contract, the resident must pay, or make an agreement to pay with the Accommodation Services Office, the balance of their outstanding accommodation fees before vacating the Hall.

In most situations four weeks' notice will be required (from the date the termination of residency form is signed and provided to the Residential Life Manager) and the contingency deposit, activity levy and any other optional extras including parking permits will not be refunded. Any resident whose contract is terminated must return their keys and parking permit (if applicable) to the Hall Office or they will be charged costs.

## Suspension or Termination of Resident Contract

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

- a. Commits a serious breach of the Halls of Residence Rules and Regulations.
- b. Compromises the safety or security of the Hall and/or of other resident(s).
- c. Is deemed to be a serious risk to themselves.
- d. Is found with illegal or dangerous substances in the Hall.
- e. Commits an illegal offence.
- f. Has an infectious disease and (in the opinion of a doctor) is a risk to others.
- g. Fails to pay their accommodation fees by the due date or fails to meet alternative payment arrangements as organised with the Accommodation Office.
- h. Is not able to demonstrate a commitment to their programme of study.

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

If a resident's contract is terminated, a trespass order may be issued.

## Acute/Serious Mental Health Issues

Students living in the Halls of Residence must demonstrate an ability to live independently and without unreasonable effect upon other residents living around them.

The University has a responsibility to ensure that the working environment for its Halls residential staff is a safe and suitable work setting.

The Halls do not have the in-house staff expertise or staffing resources to provide care for residents with serious mental health challenges including acute suicidal ideation. In these situations, advice is sought from appropriate mental health professionals regarding the resident's wellbeing and ongoing care requirements.

If a resident is at risk to themselves or others, then their emergency contact person will be contacted to inform them of the situation, as permitted under the Privacy Act 2020 and as legislated under the *Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021*.

If in the opinion of the Director of Student Services; a resident is a serious risk to themselves or others, and/or is unable to live independently, and/or is requiring a level of staff support beyond the expertise and/or resourcing of the Halls staff; then the Director of Student Services may suspend the resident's contract until such time as the resident's level of wellbeing has significantly improved to allow for independent and safe living within the Halls of Residence environment.

## [Making a Complaint or Appealing a Decision](#)

### **Complaint**

Where minor concerns arise, residents are encouraged to take a common-sense approach and raise them directly with the relevant resident or staff member, with the aim of resolving the matter at the lowest possible level and without undue formality.

However, where informal discussions have not yielded a satisfactory resolution, or where the matter is more serious, residents are requested in the first instance to share their complaint with their Hall Manager. The Hall Manager will be able to advise the resident of the Halls and the University's respective complaints procedures. If appropriate, the Hall Manager may deal with the complaint as a Halls matter.

If the complaint involves the Hall Manager or accommodation staff member, or if in the Hall Manager's and/or the resident's opinion the matter should be dealt with by the University, then the resident will be requested to follow the University of Waikato Student Complaints Procedures and submit a written complaint to the Director of Student Services detailing the nature of their complaint.

A full copy of the Student Complaints Procedures is detailed on the University of Waikato website: <https://calendar.waikato.ac.nz/procedures/studentcomplaints>.

Depending on the nature of the complaint, the Student Complaint Procedures should be read in conjunction with the University of Waikato, Staff Code of Conduct and/or Code of Student Conduct; and/or the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021.

If after following the University of Waikato Student Complaints Procedures process, a resident remains unsatisfied with the result, then a resident may make an appeal through the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 complaints procedures. A link to this complaint's procedure is available through the Ministry of Education website.

<https://www.nzqa.govt.nz/about-us/make-a-complaint/make-a-complaint-about-a-provider/>

### **Appeal**

If a resident wishes to appeal a Halls of Residence decision, they should in the first instance submit a written appeal to the Director of Student Services detailing the nature of their appeal.

If after discussing the appeal with the Director of Student Services the resident remains unsatisfied with the result, then the resident may make an appeal through the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 complaints procedures. A link to this complaint's procedure is available through the Ministry of Education website.

<https://www.nzqa.govt.nz/about-us/make-a-complaint/make-a-complaint-about-a-provider/>

## [Health and Safety](#)

Residents must not engage in any reckless conduct within the Halls that is likely to cause hazard and/or risk causing serious injury or serious illness to themselves or others.

In order to maintain community health, residents must follow all University protocols in place to prevent the spread of any infectious or notifiable disease as defined under Section 2 of The Health Act 1956; and follow all instructions issued by the

*Medical Officer Health* under Section 70 of that Act along with any instructions of any authorised person appointed by the Director General of Health under Section 18 of the COVID-19 Public Health Response Act 2020.

### Changes to Residential Contract

The University of Waikato reserves the right to amend or add changes to the University of Waikato Residential Contract at the end of each calendar year.

In exceptional circumstances, if the Director of Student Services deemed it necessary to amend or add to the University of Waikato Residential Contract throughout the calendar year, then notification of the change(s) would be sent to all Hall residents detailing the change and explaining the rationale for the update.