

Residential Agreement 2021

Part 1 – Specific Terms

OFFER

We wish to offer you accommodation in Helen Lowry Hall (hereinafter called the **Hall** or **we**) on the terms set out in this agreement. This agreement should be read in conjunction with the Student Hall Handbook, the Relevant Code of Conduct and the Privacy Statement.

If you wish to accept this offer, please:

- sign (and if required, arrange for a Guarantor to sign), and initial each page of this agreement;
- post or email the signed agreement to us; and
- pay the Deposit in accordance with clause 3.1,

by the Offer Expiry Date, which is **16th October 2020**

This agreement will be binding when we acknowledge receipt of the signed agreement and the Deposit.

KEY INFORMATION

1. Term

Start Date:.....

End Date:.....

2. Deposit

Deposit: \$620 is payable on accepting the offer of a place at the Hall.

The Deposit is made up of:

- \$250 bond (**Bond**)
- \$120 administration fee (**Administration Fee**)
- \$250 student development & activity fee (**Activity Fee**)

3. Payment Frequency (Schedule 1 – Fee Schedule for further information)*

Full Year By Trimester By Quarter

(only available if Trimester 1 and 2 and with Guarantor who resides in New Zealand – excludes processing fee of \$50 per quarter)

*Please note that Accommodation Fees may vary depending on the room type, payment method, catered or non-catered room option – please see the Schedule 1 (Fee Schedule) for further details.

4. Tertiary Institution (tick which tertiary institution you will be attending)

Victoria University Wellington Massey University Other Tertiary Institution (Please state):

5. Relevant Code of Conduct (tick applicable code of conduct)

Victoria University Student Conduct Statute Massey University code of conduct Other Tertiary Institution code of conduct (Please state):

PART 2 – General Terms

GENERAL

1 Definitions

1.1 In this agreement, capitalised terms are defined in the text, or below:

Accommodation Fees means the relevant fees set out in relation to the applicable Room Type and Trimester as per Schedule 1.

Activity Fee means the activity fee in Table 2, Part 1 of this agreement (which may include communal activities such as communal barbeques and group activities).

Administration Fee means the administration fee in Table 2, Part 1 of this agreement (which relates to the processing of applications and on boarding of students).

Application means the application for accommodation submitted by the Resident prior to this agreement.

Bond means the bond in Table 2, Part 1 of this agreement.

Deposit means the deposit amount set out in Table 2, Part 1 of this agreement.

Emergency Contact means the contact listed in the Emergency Contact section of this agreement.

End Date means the end date listed in Table 1, Part 1 of this agreement.

Facilities means the Hall and all rooms, fixtures, fittings and chattels within the Hall.

Guarantor means the guarantor listed in the Execution Section and who has signed this agreement.

Hall Handbook means the Helen Lowry Hall Student Handbook, as amended by us from time to time under clause 4.1.

Instalment Dates means the dates set out in Table 3, Part 1 that the Accommodation Fee instalments fall due on.

Laws means all laws including statutes, by-laws, regulations and other legal requirements (including any directions provided by the Ministry of Health, the Ministry of Education, the Tertiary Education Commission and any other government authority or regulatory body).

Letter of Acknowledgement means a letter of acknowledgement in the form attached as Annex A to this agreement.

Offer Expiry Date means the offer expiry date listed in Part 1.

Privacy Notice means the Helen Lowry Hall Privacy Notice as updated by us from time to time.

Relevant Code of Conduct means all statutes and policies and the Code of Conduct of the relevant Tertiary Institution selected in Table 3, Part 1, as updated by the Tertiary Institution from time to time.

Resident means the resident who is a party to this agreement.

Room means the room allocated to you under this agreement (subject to clause 8), including associated fixtures, fittings and chattels.

Room Type means the type or category of rooms available within the Hall as set out in the Hall Handbook.

Start Date means the start date listed in Table 1, Part 1 of this agreement.

Term means the term of this agreement, as indicated by the start and end date and the Trimesters selected in Table 1 of Part 1 of this agreement.

Tertiary Institution means the relevant tertiary institution selected in Table 6, Part 1 of this agreement.

2 **Our obligations**

2.1 We will:

- (a) provide you with accommodation in the Hall for the Term in a Room Type (as determined in accordance with clause 8);
- (b) aim to create an environment within the Hall that fosters personal development and encourages a sense of community and association with fellow students; and
- (c) provide you with the Hall Services listed in the Hall Handbook.

3 **Your obligations**

3.1 You will:

- (a) if you are under 21 years of age, provide us with a copy of the Letter of Acknowledgement, signed by your parent or legal guardian;
- (b) pay us the Deposit by the Offer Expiry Date and otherwise as required by the Hall Handbook;
- (c) pay us the Accommodation Fee in the Instalments by the Instalment Dates, and otherwise as required by the Hall Handbook and in accordance with the payment frequency agreed pursuant to Table 3 of Part 1 of this agreement and Schedule 1;
- (d) read and comply with the Hall Handbook and the Relevant Code of Conduct, as updated from time to time, and comply with all Laws;
- (e) keep the Facilities clean and tidy, and pay for any cleaning, damage, repair and maintenance for which you or your guests are responsible;
- (f) comply with the Resident expectations set out in the Hall Handbook; and
- (g) at the end of the Term or (if earlier) when you leave the Hall, leave the Room clean and tidy and in the condition it was in at the Start Date (fair wear and tear excepted), and return all room keys, access cards, and chattels provided to you.

3.2 If any cleaning or damage of any kind, repair or maintenance (including for example, damage to communal areas or carpets in communal areas etc) is required to the common areas / Facilities and responsibility cannot be attributed to individual residents, you agree that you will be liable for a pro-rata share of the cost of such cleaning, damage or maintenance, as determined by us.

4 **Hall Handbook**

4.1 We may update the Hall Handbook from time to time. The Hall Handbook may include any rules, requirements and policies that (in our discretion) are desirable for the proper management of the Hall, including rules, requirements and policies relating to:

- (a) the manner and method of payment of the Deposit (including the Administration Fee, Activities Fee and Bond) and the Accommodation Fee;
- (a) non-payment (or late-payment) of any amounts owing under this agreement, including associated fees and debt collection processes;
- (b) daily life within the Hall, including catering, guests, noise, cleaning, laundry, events and academic assistance;
- (c) use of and access to exclusive and common areas/Facilities, including rules preventing certain activities taking place within the Hall and prohibiting certain items within the Hall;
- (d) internet access, including rules prohibiting access to specific sites or types of sites;
- (e) alcohol, smoking (including vaping) and drugs (whether legal or illegal), including partial or total prohibitions on such substances; and
- (f) health and safety, welfare and pastoral care, and fire safety (including participation in evacuation or other drills).

5 **Payments**

5.1 If you do not pay any amount owing under this agreement by the due date, the following applies:

- (a) You agree to pay the amount owing together with any further amounts required under the Hall Handbook and our reasonable costs in recovering the amount owing (this may include administration fees, or the fees of debt recovery and/or legal costs).
- (b) We may send you a written reminder notice. If the amount owing is not paid within 14 days of the date we send the reminder notice:
 - (i) we may impose one of the sanctions listed in clause 6; and/or
 - (ii) we may terminate this agreement by written notice, in which case: you must leave the Hall by the date we require and, subject to refund of the Bond under clause 5.2, you will remain liable for
 - (A) the Administration Fee;
 - (B) the Activities Fee;
 - (C) all Accommodation Fee (for the full Term); and
 - (D) any prior breach of this agreement.

Any late payments made under this clause 5.1, will be made in accordance with the Late Payment Process set out in Schedule 1.

5.2 We will, within six weeks after the End Date or the date you leave the Hall (whichever is later), refund the Bond less any amounts for which you are liable under this agreement and the Hall Handbook, including for any repair or cleaning and any amount under clause 3.2, provided that any such refund will be conditional on the Hall having received confirmation of your bank account details.

6 **Conduct**

6.1 You acknowledge and agree that:

- (a) you will comply with the Relevant Code of Conduct, both at your Tertiary Institution and at the Hall;
- (b) any breach of conduct required by this agreement or the Hall Handbook may also be a breach of the Relevant Code of Conduct;
- (c) the Hall Handbook, Relevant Code of Conduct, Privacy Notice and/or any other University policy, statute or statement may be updated at any time and you will be bound by the version that is in force at the relevant time.

6.2 If, at any time, your conduct breaches the Relevant Code of Conduct, the Hall, and/or the relevant Tertiary Institution, may impose any disciplinary action or penalty available under this agreement and/or the Relevant Code of Conduct (as the case may be).

7 **Sanctions**

7.1 The Hall may impose the following sanctions for non-payment or late payment of the fees and for breaches of the Hall rules and/or the Relevant Code of Conduct. These are explained more fully in the Hall Handbook.

7.2 Sanctions may include:

- (a) oral or written warning for breaches of the Hall Handbook;
- (b) suspension from the Hall for a particular period for serious or consistent breaches of the Hall Handbook;
- (c) expulsion from the Hall at a specified date of departure with no refund of fees for serious breaches of the Hall and Relevant Code of Conduct rules, and no future visits allowed;

- (d) any sanctions available to, and enforced by, the relevant Tertiary Institution under the Relevant Code of Conduct;
- (e) refund the Bond less any monies owed, including the cost of damages attributed to the Resident during their residency and an appropriate share of the collective costs due to damages that cannot be attributed to any individual resident (pro-rata);
- (f) charge \$100 per month for late payment of fees; and/or
- (g) recover the cost of compensation for any loss or damage caused by misconduct.

7.3 If you are expelled from the Hall under clause 7.2, you will remain liable for the Administration Fee, Activities Fee, all Accommodation Fees (for the full Term) and you will forfeit the Bond. The Hall may, at its sole discretion, seek to secure a new resident to take up your Room. In such circumstances:

- (a) the Hall will look to replace residents in the order in which they are terminated;
- (b) you must also pay us an administration fee of \$500.00 to reflect the costs of securing a new resident; and
- (c) you will be responsible for the Accommodation Fees up to the date that the new resident takes over your Room.

7.4 Please note that the occupation of your place in a Room by another resident does not necessarily mean that a replacement resident has been found

7.5 Any payments or charges under this clause 7, shall be paid in cleared funds within 14 days of becoming due.

8 Room Type and Relocation

8.1 We will notify you of the allocation of your Room Type on or immediately prior to the Start Date.

8.2 We may, at any time, ask you to move to a room of another Room within the Hall (either the same as your existing Room or another Room Type) or other type of accommodation (**New Room**). If we do so, we will advise you in writing of:

- (a) the date on or by which we require you to move (**Relocation Date**); and
- (b) the New Room we require you to move to.

If we give notice under this clause, you must move to the New Room on or before the Relocation Date, unless you elect to cancel under clause 8.4. You acknowledge that we may require you to relocate to another type of accommodation if we (in our discretion) consider that there is an unreasonable risk of harm to yourself or others.

8.3 If the accommodation fee charged by us for your New Room is:

- (a) more than the amount you are paying when we ask you to move, the Accommodation Fee payable under this agreement will stay the same; or
- (b) less than the amount you are paying when we ask you to move, the Accommodation Fee payable under this agreement will reduce accordingly from the Relocation Date.

8.4 If, after receiving notice under clause 8.2, you decide that you do not wish to move to the New Room, you may cancel this agreement by giving us written notice before the Relocation Date. If you do so, you may not be liable for the Accommodation Fee from the Relocation Date (provided you leave the Hall by that date), and you may forfeit the Bond.

9 Cancellation by Resident

9.1 If you give us written notice that you wish to cancel this agreement, the following will apply:

- (a) if we receive notice on or before 21st January 2021, we will refund to you any Activities Fee and Bond paid. You will remain liable for the Administration Fee; or
- (b) if we receive notice on or after the Withdrawal Date or during the Term:

- (i) subject to clause 9.2, you will remain liable for:
 - (A) the Administration Fee;
 - (B) the Activities Fee;
 - (C) all Accommodation Fee (for the full Term); and
 - (D) any prior breach of this agreement;
- (ii) you will forfeit the Bond to the Hall; and
- (iii) you must vacate the Hall by the date given in your notice.

9.2 If clause 9.1(b) applies, the Hall may, at its sole discretion, seek to secure a new resident to take up your Room. In such circumstances:

- (a) the Hall will look to replace residents in the order in which they submit written leave applications;
- (b) you must also pay us an administration fee of \$500.00 to reflect the costs of securing a new resident; and
- (c) you will be responsible for the Accommodation Fees up to the date that the new resident takes over your place in the Room.

Please note that the occupation of your place in a Room by another resident does not necessarily mean that a replacement resident has been found.

10 **Unforeseen Circumstances**

10.1 If circumstances beyond our reasonable control make it impractical or impossible for us to meet our obligations to you under this agreement, we will use reasonable endeavours to provide alternative temporary accommodation and/or services to you.

10.2 Where we consider, in our sole discretion, that you are unable to occupy your room as a result of any health and safety issue or any direction provided by the Ministry of Health or any other government authority or regulatory body, the following will apply:

- (a) you will continue to be liable and shall pay all fees under this agreement, subject to any temporary adjustment to such fees (which shall be determined at our sole discretion);
- (b) you will comply with all reasonable directions provided by us (in accordance with the Hall Handbook); and
- (c) notwithstanding any other clause in this agreement, we may terminate the agreement on at least 30 days' written notice, in which case all amounts owing by you up to the date of termination shall be payable on the date of termination. Following such payment, all rights, obligations, remedies and/or powers which the parties have under this agreement are extinguished.

11 **Privacy**

11.1 You agree that we may use or disclose information we hold about you in accordance with the Privacy Notice, and may disclose information to the Guarantor and/or Emergency Contact.

11.2 The Resident authorises:

- (a) the Hall's management to contact the Residents' Guarantor, caregiver and/or Emergency Contact in the event of serious concern for the Resident's health and safety, welfare or if any Accommodation Fees or other charges payable by the Resident fall into arrears;
- (b) the relevant Tertiary Institution to disclose to the Hall, from time to time, details of the Resident's programme of study at the Tertiary Institution and status as a student of that Tertiary Institution; and/or
- (c) the Hall to disclose to the relevant Tertiary Institution, from time to time, details of the Resident's wellbeing or behaviour or status as a Resident of the Hall.

12 General

12.1 Where this agreement requires written notice, notices to:

- (a) the Hall must be provided by post or email to the address or email address specified in the Hall Handbook, or in person to the current Head of Hall for the Hall; and
- (b) the Resident must be provided by post or email to the address or email address specified in the Application, or in person to the Resident.

12.2 Notices by post or email to:

- (a) the Resident are deemed received when the email has been sent, or five days after the letter has been posted; and
- (b) the Hall are deemed received when receipt is acknowledged by the Hall.

12.3 This agreement is personal to the Resident and the Resident's rights under the agreement cannot be assigned, transferred, licensed or sublet in any way.

12.4 The Resident acknowledges that, pursuant to section 5B of the Residential Tenancies Act 1986, that Act does not apply to this agreement.

12.5 If any provision of this agreement is unenforceable under any Law, this will not affect the enforceability of any other provision of this agreement.

13 Counterparts

This agreement may be executed in any number of counterparts which read together will constitute one instrument. A party may execute this agreement by signing any counterpart. This agreement is binding on the parties on exchange of counterparts. A copy of a counterpart that is electronically scanned and emailed will be treated as an original counterpart, is sufficient evidence of the execution of the original and may be produced in evidence for all purposes in place of the original.

14 Cumulative rights

The powers, rights and remedies of a party under this agreement are in addition to and do not exclude any other power, right or remedy provided by law or otherwise.

15 Variation

A variation of any term of this agreement or a right or obligation created under it must be in writing and signed by all of the parties.

16 Governing Law

This agreement is governed by the laws of New Zealand. The parties submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to this agreement.

17 Liability

17.1 We will not be liable for:

- (a) any loss of or damage (of any kind) to your property; or
- (b) any form of indirect loss or consequential loss you may suffer, arising out of, or in connection with, your occupation of the Hall or under this agreement. You acknowledge that this means we would not, for example, be liable if your property is lost or stolen, or damaged or destroyed. You should therefore consider obtaining appropriate insurance for any property that you have at the Hall.

EXECUTION SECTION

Helen Lowry Hall

Full name of representative

Signed by the representative Date:

Resident – by signing below you acknowledge that you have read this agreement (together with any accompanying documents), and agree to be bound by the terms of this agreement together with such document.

Full name of Resident

Signed by the Resident: Date:

Email: Mobile:

Emergency Contact - by signing below you acknowledge that you can be readily contactable through the contact details provided below and you are able to respond to any emergency situation in a timely manner.

Name of Emergency Contact:

Relationship with Resident:

Telephone: Mobile:

Email:

Schedule 1: Fee Schedule

See attachment

Annex A: Letter of Acknowledgement

I, _____, being the parent / legal guardian (circle one)

of _____ (the **Resident**), acknowledge that:

- I have read through this agreement, the Relevant Code of Conduct, the attached Parental Guidance and the Hall Handbook with the Resident.
- To the best of my knowledge, the Resident is aware of the implications of entering a legally binding contract.
- In consideration of the Hall providing accommodation to the Resident under the Residential Agreement, I agree to guarantee the performance by the Resident of their obligations under the Residential Agreement. I confirm that the Hall may treat me as the Resident in respect of any non-payment or other breach of the Residential Agreement by the Resident, and the Hall is not required to take proceedings against the Resident before taking proceedings against me.

Signature of parent / legal guardian (circle one)

Parental Guidance

- By the time you are reading this your resident will have received an offer of accommodation at Helen Lowry Hall. There will be further information required from your resident to support their time at the Hall which includes, but is not limited to, rooming preference, dietary requirements, methods and times of study. An important request is disclosure of information regarding medical and wellbeing concerns. We can provide a greater level of support for your resident if we are aware of anything that may cause them to struggle, or need additional help. All disclosures will be treated in confidence, treated with respect and only disclosed to other parties directly related to the Hall in order to support the resident concerned. Hall staff are happy to discuss any concerns directly with the resident at any time, however unless there is genuine concern for the residents health and wellbeing, any discussions will be had only upon initiation from the resident.
- The Helen Lowry Hall Community endeavours to provide every resident with the ability to live in a supportive, safe, academically focused and balanced environment while studying at a tertiary institution in Wellington. Residents are expected to be able to live independently without requiring a high level of support from Hall Staff or impact other residents due to their need for care. We acknowledge that there will be times when a resident needs additional help in working through things such as academic, financial, wellbeing, personal and balance issues, and the Hall has a comprehensive support network in order for residents to draw on to seek the assistance they require. Hall staff are fully aware of options to support residents while they reside at Helen Lowry Hall and are happy to provide these to residents.
- There may be a need to engage/involve external support either prior to or after the resident has joined the Hall Community in order for them to be able to achieve this independence. The hall endeavours, in all cases to offer these options to residents in order for them to make informed choices throughout the academic year.
- If your resident has suffered from or been supported for any medical or wellbeing concern at any age prior to coming to the hall, we encourage you to seriously consider sitting with them prior to arriving to discuss contingency measures should there be a recurrence. Often with such a life adjustment, prior concerns can come back to the surface and having a 'back up' plan can sometimes be all that is needed to help your student be confident in dealing with the situation should it arise.
- Should your resident require assistance beyond the capacity of hall staff and they are not able to consistently manage their situation independently via support offered either external or via the Tertiary Support network, then there may be a need for family support and possibly a period of respite. It will be up to family to arrange respite options and work with hall staff on ensuring your resident is safely cared for either by returning home or to an alternative form of care in Wellington.
- In all cases the primary concern is that of the resident and the impact the residents behaviour may have on other residents around them. The aim is to ensure minimal impact on all residents' academic outcomes.
- The Hall works alongside the tertiary institution to reintegrate residents back to the hall following a period of respite. This is carefully considered and may involve clearance from a medical professional to ensure that the resident is returning with a management plan and will be safe back living in a hall environment.
- There are times throughout the year when emergency services are called to attend to residents. Emergency contacts are not always informed or informed immediately. When this occurs, hall staff will aim to gain the permission of the resident prior to communicating with any emergency contact. There is no hesitation to inform the Emergency contact should there be any serious concern or risk to life.