



POLICY

Clubs Workspace Occupancy

Contact Officer:
Effective Date:
Version Number:

Clubs Committee Chair
1 December 2020
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1 Purpose

Affiliated Clubs of the University of Notre Dame may apply for use of office workspaces owned by the University in order to assist them in providing services, events, activities and benefits to their club members and Notre Dame Students. Workspaces remain the property of the University of Notre Dame. The purpose of this Policy is to outline the rules under which workspaces allocated by the University for use by the Student Association be granted to affiliated clubs and governed by the Student Association.

2 Definitions

For the purpose of this policy, the following definitions apply:

Affiliated Club: means a group, club, society or organisation affiliated with the Notre Dame Student Association (Fremantle).

Club Executive: means either four affiliated club members or as otherwise set out in an affiliated clubs constitution who are elected at an AGM. They are collectively responsible for the administration, good governance, management, finances and day to day operation of an Affiliated Club, as well as handling most communication between the Club and NDSA.

Club Member: means a currently enrolled Notre Dame Student, who has registered to be a Member of a Club. May also include Associated Members, where this is specifically referred to.

Club Workspace: means either workspaces or office spaces reserved for use by Affiliated Clubs.

Minor Changes: means temporary attachments to walls, floors and ceilings.

Occupation: means an agreed semester long period between the Affiliated Club and the NDSA.

Occupant: means a member of the Affiliated Club who has been granted use of the workspace by the NDSA Council.

NDSA: the Notre Dame Student Association.

NDSA President: The President of the Notre Dame Student Association.

Permanent changes: means any changes likely permanently mark the walls, floors or ceiling, including but not limited to:

- (a) Painting;
- (b) Removing fixtures; or
- (c) Use of glue or nails

Third Party: means a Notre Dame student or member of the public not registered with the Affiliated Club.

University: The University of Notre Dame.

3 Policy scope

3.1 This policy applies to all Affiliated Clubs seeking to apply for, or who have been granted use of, a Club Workspace by the NDSA. This Policy will also guide NDSA when making decisions regarding Club Workspace applications.

4 Policy principles

4.1 Affiliated Clubs seeking to apply for a Club Workspace must do so in good faith, for the purpose of providing a better experience for Club Members and Notre Dame Students.

4.2 The NDSA Council must consider all Club Workspace applications fairly and in good faith.

4.3 It will be considered a breach of this policy if the Affiliated Club does not maintain their club obligations under NDSA Policy and Regulations.

4.4 Club Workspaces are only for Affiliated Club use, and not for personal or academic use. It is Club Executive members' responsibility to see this is adhered to.

4.5 Use of Club Workspaces and Conduct of Club Members within the Clubs Space should be compliant with the Student Code of Conduct and Student Alcohol and Drug policy.

4.6 Elected NDSA members must declare any conflicts of interests on Club Workspace applications before Council and will not be permitted to take

part in deliberations or voting on Club Workspace applications where a conflict is present.

4.7 The NDSA executive have authority to interpret and clarify this Policy as necessary. Any amendments to the policy must be passed by an absolute majority of the NDSA Council.

5 Club Workspace approval process

5.1 The Affiliated Club must submit a complete Club Workspace Application Form to the Clubs Committee Chair ensuring specified criteria has been met.

5.2 Club Workspace applications may be submitted in writing to the Clubs Committee Chair at any time throughout the year for unoccupied Clubs Workspaces.

5.3 Club Workspace Applications will be presented to the NDSA Council for consideration.

5.4 If the Club Workspace Application form is approved by the NDSA Council, the Affiliated Club will be notified in writing by the Clubs Committee Chair no later than ten working days from the approval date.

5.5 Following an approved Club Workspace Application, an NDSA Club Workspace Agreement will be signed.

5.6 An NDSA Club Workspace agreement must be signed by:

- (a) The NDSA President;
- (b) The Clubs Committee Chair
- (c) The President of the Affiliated Club; and
- (d) A second Executive Club Member.

5.7 If the NDSA Council denies a Club Application Form, details of the Council's reasoning will be provided to the Affiliated Club by the Clubs Committee Chair no less than five working days from the decision being made.

6 Workspace occupancy

6.1 Under agreement between the Affiliated Club and the NDSA, an Affiliated Club will be permitted occupancy of a Club Workspace for a six-month period.

6.2 The first six-month period will begin December 1st and end on May 30th.

6.3 The second six-month period will begin June 1st and end on November 30th.

7 Workspace maintenance

- 7.1 Occupants are expected to maintain their Club Workspace to a reasonable standard all times.
- 7.2 Occupants are responsible for any damage to the Club Workspace by Club Members.
- 7.3 Occupants must ensure workspaces are locked when not in use.
- 7.4 Occupants are not responsible for general wear and tear of University property.
- 7.5 Occupants must notify the NDSA and Campus Services of any damage to the Club Workspace within a reasonable time.

8 Workspace alterations

- 8.1 Occupants are permitted to make minor changes to the Club Workspace at their discretion without NDSA approval.
- 8.2 Occupants may not undertake permanent changes.
- 8.3 It is the obligation of the occupant to seek clarification from the NDSA on their planned changes to the Club Workspace if they are unsure if the changes are deemed permanent or minor.
- 8.4 Occupants are responsible for all costs associated with installing, maintaining and removing any changes or alterations made.
- 8.5 Occupants may make request to the NDSA for improvements to be made to the Club Workspaces. Improvements may be anything conducive to the functionality and operation of the Affiliated Club.
- 8.6 Requests will be considered at the NDSA's discretion.

9 Workspace property

- 9.1 All Club Workspaces will be provided with at minimum an immovable desk and office chair by the University.
- 9.2 Occupants may provide at their own discretion and cost any property to the Club Workspace provided the above conditions are met.
- 9.3 Property provided by an Affiliated Club should add to the functionality of the Club Workspace, benefit their Club Members, assist with administration or further the aims of the Affiliated Club.
- 9.4 It is the responsibility of Occupants to remove any Affiliated Club property upon vacating the Club Workspace.
- 9.5 Property not claimed or removed by the outgoing Occupant will be disposed of.

10 Authorisation and access

- 10.1 Upon signing of the Club Workspace Agreement the Executive Club Members of the Affiliated Club will be granted access to the Club Workspace.
- 10.2 Executive Club Members will have the discretion to authorise additional Club Members access to the Club Workspace.
- 10.3 Third parties are not allowed access to a Club Workspace without the Affiliated Clubs permission or prior written University approval, which will be sought through writing to the Clubs Committee Chair.
- 10.4 The Clubs Committee Chair shall have access to all Club Workspace for the purpose of assisting incoming and outgoing occupants.
- 10.5 The NDSA President reserves the right to access each Club Workspace without notifying the Occupant, should there be a reasonable suspicion that an Affiliated Club is:
 - (a) In breach of the Clubs Workspace Occupancy Policy;
 - (b) Not meeting obligations of the Club Workspace Agreement;
 - (c) In breach of the Student Code of Conduct; and/or
 - (d) In breach of the Student Alcohol and Drug Policy.
- 10.6 The University of Notre Dame security staff have right of access to the Club Workspaces at all time.

11 Non-use of workspace

- 11.1 It is the responsibility of the Club to ensure active and regular use of the Club Workspace.
- 11.2 Active and regular use of the Club Workspace can include, but is not limited to, the following:
 - (a) Club-related activities;
 - (b) Club meetings; and
 - (c) Storage of club assets.
- 11.3 It is at the discretion of the Clubs Committee Chair and NDSA President to determine if a club is not actively and regularly using their workspace.
- 11.4 If a club fails to actively and regularly use their workspace, the Clubs Committee Chair may bring the concern to the NDSA Council.
- 11.5 If the Council conclude that the club is breaching the non-use policy, then the Clubs Committee Chair should begin with the handover of the workspace.
- 11.6 The Clubs Committee Chair may undergo workspace handover without deliberation from the NDSA Council at any time following written consent from the Club President.

11.7 The workspace handover involves the following:

- (a) Return of all assets to the relevant club president, or another system for storage should be established for the relevant club;
- (b) Expression of interest should be sent to all clubs to put forward a club workspace application, allowing for at least one week for clubs to submit applications;
- (c) All promotional material should be removed from the workspace; and
- (d) The workspace should be fully cleaned, and inspected by the Clubs Committee Chair prior to the new club occupancy

12 Change of circumstance

12.1 It is the duty of Occupants to notify the NDSA of any changes in circumstances that may affect any clause in this policy including but not limited to:

- (a) Loss of property;
- (b) Disaffiliation;
- (c) Resignation of an Executive Member;
- (d) Appointment of an Executive Member; or
- (e) Vacancy periods of more than three weeks.

13 Policy breach

13.1 If an occupant is found to have breached a clause within the policy, the following consequences will apply.

- (a) Warnings will be given in writing by the Clubs Committee Chair on approval from the NDSA executive for minor breaches to the policy;
- (b) Occupants must acknowledge receipt of a warning and respond in writing within five working days;
- (c) Occupants shall receive no more than three warnings during the period of their occupancy;
- (d) Any breaches following three issued warnings shall result in Occupants receiving an Eviction Notice.

13.2 Occupants may receive an Eviction Notice for failing to fulfill their obligations under the Club Workspace agreement.

13.3 All Eviction Notices will be agreed upon by the NDSA Council and issued to an Occupant in writing by the Clubs Committee Chair.

- 13.4 Upon receipt of an Eviction Notice, Occupants will have thirty (30) days to vacate the Club Workspace or to appeal the decision in writing to the Clubs Committee Chair.
- 13.5 The written appeal will be considered by the NDSA Council, and written notice of the decision will be given to the Club within five working days.
- 13.6 The NDSA Council may vote to immediately repossess a Club Workspace from an Affiliated Club for major breaches to this policy or the relevant Club Workspace agreement.

14 Reapplication

- 14.1 Occupants must reapply each six-month period to maintain occupancy of a Club Workspace.
- 14.2 Considerations of reapplications by the Clubs Committee Chair and the NDSA may take note of the following:
 - (a) The written application;
 - (b) Verbal statements made to the NDSA Council;
 - (c) Previous occupancy period; and
 - (d) Any other factors deemed relevant by the NDSA Council and the Clubs Committee Chair.
- 14.3 All decisions made by the NDSA are final and binding.

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