Table of Contents

1.0 INTRODUCTION ............................................................................................................................. 4

2.0 ADMISSIONS POLICY .................................................................................................................. 6

3.0 ONGOING ELIGIBILITY FOR RESIDENCE .............................................................................. 4

3.1 Acceptable behaviour ..................................................................................................................... 5

3.2 Resident status ............................................................................................................................... 5

3.3 Academic performance .................................................................................................................. 5

3.4 Debt .............................................................................................................................................. 5

3.5 Suitability for residence ............................................................................................................... 5

3.6 Mandatory Online Modules and Information sessions ............................................................... 5

3.7 Residents under the age of 18 ..................................................................................................... 5

4.0 RESIDENT CONTRACTUAL OBLIGATIONS ............................................................................. 6

4.1 Residential Agreement ................................................................................................................. 6

4.1.1 Successful offer .......................................................................................................................... 6

4.1.2 Conclusion of residency .......................................................................................................... 7

4.1.3 Relocation ................................................................................................................................ 7

4.1.4 Use of Residence ..................................................................................................................... 7

4.2 Termination of Residential Agreement by a resident ................................................................. 7

4.2.1 Web Departure Form ............................................................................................................... 7

4.2.2 Cancelling your Residential Agreement .................................................................................. 7

4.3 Termination of Residential Agreement by University ............................................................... 7

4.4 Termination of Residential Agreement by Deputy Director or designated University staff .... 7

4.5 Relocation, suspension or termination of Residential Agreement due to community risk ... 7

5.0 FEES AND RENTAL ARREARS ................................................................................................. 8

5.1 Residential Fees .......................................................................................................................... 8

5.1.1 Compulsory Fee ....................................................................................................................... 8

5.1.2 Overdue Account Fees ............................................................................................................ 8

5.1.3 Rent Extension and Payment Plan ........................................................................................... 8

5.1.4 Debt ......................................................................................................................................... 9

5.1.5 Return of equipment ............................................................................................................... 9

5.1.6 Return of resident cards and wristbands ................................................................................ 9

6.0 RULES APPLYING TO BEHAVIOUR ......................................................................................... 9

6.1 Bringing the University into disrepute ....................................................................................... 9

6.2 Anti-Social Behaviour .................................................................................................................. 9

6.3 Hazing ......................................................................................................................................... 9

6.4 Bullying ...................................................................................................................................... 10
6.5 Discrimination .................................................................................. 10
6.6 Harassment .................................................................................. 10
6.7 Smoking ...................................................................................... 10
6.8 Drugs & Alcohol ......................................................................... 10
6.9 Theft .......................................................................................... 11
6.10 Violent Behaviour ....................................................................... 11
6.11 Sexual Harm ............................................................................... 11
6.11.1 Consent ................................................................................ 11
6.11.2 Sexual Harassment ................................................................. 12
6.11.3 Sexual Assault ....................................................................... 12
6.12 Stalking ...................................................................................... 12
6.13 Dangerous or Illegal Activity ...................................................... 13
6.14 Fire ............................................................................................. 13
6.14.1 Tampering with Equipment .................................................... 13
6.14.2 Fire Alarms ........................................................................... 13
6.14.3 Evacuation ............................................................................ 13
6.15 Prohibited Items ......................................................................... 13
6.16 Security and Safety ..................................................................... 14
6.16.1 Supply ID on request ............................................................ 14
6.16.2 Access .................................................................................. 14
6.16.3 Glass is not permitted ............................................................ 14
6.16.4 Kitchen Safety ....................................................................... 14
6.17 Visitors and Overnight Guests .................................................... 14
6.17.1 Visitors ................................................................................ 14
6.17.2 Overnight Guests .................................................................. 15
6.18 Noise .......................................................................................... 15
6.18.1 Regular Floors, Areas or Buildings ....................................... 15
6.18.2 Quiet Floors, Areas or Buildings ........................................... 16
6.18.3 SWOT-VAC and examination period .................................... 16
6.19 Alcohol Free Areas ..................................................................... 16
6.20 Cleanliness and Hygiene .............................................................. 17
6.20.1 Communal Fridges ................................................................ 17
6.20.2 Communal Kitchens ............................................................... 17
6.20.3 Shared Flats and Apartments .................................................. 17
6.20.4 All other residences ............................................................... 18
6.20.5 Mattresses ............................................................................. 18
6.20.6 Unclaimed property ............................................................................................................. 18
6.20.7 Lost Property ......................................................................................................................... 18
6.21 Furniture and Damage .............................................................................................................. 18
6.22 Internet Usage .......................................................................................................................... 19
6.22.1 Social Media .......................................................................................................................... 19
6.22.2 Sharing of explicit or inappropriate images .............................................................................. 19
7.0 DISCIPLINARY PROCEDURES ................................................................................................. 19
7.1 Resident rights and responsibilities .............................................................................................. 20
7.2 Staff responsibilities ...................................................................................................................... 20
7.3 Resident status ............................................................................................................................... 20
7.4 Processes for investigation of breaches of the Rules of Residence .............................................. 21
7.4.1 Minor incidents ......................................................................................................................... 21
7.4.2 Serious incidents ....................................................................................................................... 21
7.5 Disciplinary meeting ..................................................................................................................... 21
7.5.1 Following a disciplinary meeting .............................................................................................. 21
7.6 Outcomes ..................................................................................................................................... 21
7.7 Appeal of a Disciplinary Decision ............................................................................................... 23
7.7.1 Grounds for appeal ................................................................................................................... 23
7.7.2 Appeal Process .......................................................................................................................... 23
7.7.3 Appeal Outcome ....................................................................................................................... 23
8.0 ADVERTISING AND MEDIA ...................................................................................................... 23
9.0 EVENTS AND ACTIVITIES ....................................................................................................... 24
10.0 DAMAGES ................................................................................................................................. 24
11.0 NOTICE .................................................................................................................................... 25
12.0 PRIVACY ................................................................................................................................... 26
13.0 GLOSSARY OF TERMS .............................................................................................................. 26
14.0 RELEVANT INFORMATION ....................................................................................................... 27
Appendix 1 – Accommodation Services Schedule of Fees .............................................................. 28
1.0 INTRODUCTION

Accommodation Services at La Trobe University provides all residents with a safe and enjoyable living and learning experience. Residents, student leaders, and staff have an obligation to share the responsibility of building and maintaining healthy and happy communities.

Our collective goal is to create living environments which emphasise respect, inclusivity, collegiality and personal responsibility, so that all community members feel they belong and are valued, supported, and safe. In joining a residential community at La Trobe University, you are committing to a set of standards and expectations which support this goal and we encourage you to review the following Rules of Residence before accepting an offer to live with us. The Rules of Residence are applicable to all students living within the on-campus residences of La Trobe University.

The University expects all residents to understand their responsibilities and make a positive contribution to the residential community. All students are subject to relevant University Statutes, Regulations, Policies and Procedures. Statutes and regulations can be found at http://www.latrobe.edu.au/legalservices/legislation. Policies and procedures can be found at http://www.latrobe.edu.au/policy/.

All students need to be aware of their rights and responsibilities while on campus. These can be found at http://latrobe.edu.au/students/rights-and-responsibilities.

2.0 ADMISSIONS POLICY

New applicants must adhere to the following principles under the admissions and application process for Accommodation Services:

a. All students enrolled in a La Trobe University (or other tertiary institution) course of study (including online study) are eligible to apply to live in on-campus accommodation. This includes full time, part time, block mode or distance education students.

b. Accommodation Services reserves the right to reject any application or withdraw an existing application based on any of the following:
   i. The applicant is not deemed to fit into the ethos of the residential community and/or particular residence.
   ii. The resident discontinues enrolment at the University (or other tertiary institution). All residents have a responsibility to inform Accommodation Services of their enrolment status.
   iii. The applicant has been previously evicted from La Trobe Accommodation or have been involved in incidents whereby formal sanctions and/or formal warnings have been applied.
   iv. The applicant has failed to complete mandatory online modules within the specified timeframes or attend mandatory information sessions for residents.

c. Accommodation Services permits students under the age of 18 to apply and reside on campus. Students in this position must abide by all rules outlined in this document and any relevant University Policies, specifically those referring to underage students.

3.0 ONGOING ELIGIBILITY FOR RESIDENCE

There is no actual or implied obligation on the University to provide you with accommodation for a subsequent year. Returning places within on-campus accommodation are limited and decisions as to whether you are provided with accommodation in a subsequent year is at the sole discretion of the University. The University may consider the following factors when determining ongoing eligibility to remain or reapply to live within the residence.
3.1 Acceptable behaviour
You must abide by the rules and regulations outlined in this document, and any other University documentation. Failure to abide by such rules may result in disciplinary action and/or termination of your Residential Agreement. Instances of unacceptable behaviour will be documented and discussed with you as and when they occur. You are also expected to conduct yourself in a manner consistent with this document within and outside La Trobe University premises with failure to do so having the potential to result in disciplinary action.

If you have engaged in prior unacceptable behaviour you may be offered residency on a provisional agreement. Should you engage in unacceptable behaviour again, you may have your Residential Agreement terminated.

3.2 Resident status
Your previous or current resident status may be taken into consideration. The resident status of ‘Warning’, ‘Probation’ or ‘Eviction’ may apply on a resident’s account. More information about resident status is available in section 7.1.3.

3.3 Academic performance
Accommodation Services is permitted to access student academic results which are kept in strict confidence. Students living within the Residences are expected to achieve an acceptable level of academic performance (WAM equal to or above 52, failing no more than 2 subjects) and first year students are required to attend mentoring sessions. Students who do not achieve this standard at any stage will be required to participate in an academic support program as directed by Accommodation Services staff. Repeated involvement in this program may result in you not being permitted to return to the Residences.

3.4 Debt
Any outstanding debts owed to Accommodation Services must be settled prior to departure or check out from any La Trobe University accommodation. If you have outstanding debt, a history of late payments and debt accumulation, you may be ineligible to apply for a student leadership role or return to residence the following year. See section 5.1.4 for more information about your debt.

3.5 Suitability for residence
Accommodation Services has the discretion to decide whether students which it deems do not fit the ethos of the residence will be permitted access or regain entry to the residences. Consideration may be given to student behaviour, wellbeing and the impact on the residential community.

3.6 Mandatory Online Modules and Information sessions
You are required to complete all online modules that are deemed mandatory in your letter of offer. You will not be deemed eligible for residency until mandatory online modules have been completed. You are required to attend information sessions that are deemed mandatory by Accommodation Services. Failure to attend mandatory information sessions may result in termination of your Residential Agreement.

3.7 Residents under the age of 18
Accommodation Services may, at its discretion, permit students under the age of 18 to reside on campus. In addition to the rules outlined in sections 3.1 – 3.6, students under the age of 18 must also comply with the following to remain eligible:

a. Must complete an Underage Agreement Form prior to arrival, also signed by their parent/guardian;
b. Must attend an Underage Information Session held on the first day of Orientation (arrival day) or arrange to meet with a designated Accommodation Services staff member;

c. Are permitted to attend on-site events where alcohol is consumed (excluding licensed venues) but are not permitted to consume alcohol themselves;

d. Are not legally competent to provide consent for the purpose of sharing explicit or inappropriate recordings or images, which is illegal under Commonwealth Legislation.

e. May be liable to penalties under the General Misconduct Statute 2009 as well as the Liquor Control Reform Act 1998 should they choose to engage in underage drinking.

If you are found to be engaging in underage drinking, your parent or legal guardian and/or Victoria Policy will be notified and your Residential Agreement may be terminated.

4.0 RESIDENT CONTRACTUAL OBLIGATIONS

4.1 Residential Agreement

4.1.1 Successful offer

If your application is successful, you will receive an offer of on-campus accommodation. If you choose to accept the offer, you will do so by accepting the Residential Agreement via the online StarRez. You are required to read and understand the terms associated with the agreement prior to accepting the agreement and committing to residency. By accepting the Residential Agreement, you agree that your personal details including enrolment status are true and correct and that you have read, understood and will comply with:

a. Rules of Residence
b. Terms of your Residential Agreement
c. La Trobe University Code of Conduct, policies and procedures

By accepting the Residential Agreement, you acknowledge that you have had the opportunity to seek independent legal advice, and that you have entered into the Residential Agreement freely, voluntarily and in the absence of any undue influence.

Your contract start and end date will be stipulated in your letter of offer. Rent is charged from contract start date. If you choose to move in after your contract start date, you will still be charged from the contract start date.

If you are only studying for one semester within any contract period, you are entitled to apply for a one semester contract. Proof of C.O.E (confirmation of enrolment) is to be submitted to Accommodation Services to receive approval for a one semester contract.

4.1.2 Conclusion of residency

Residency concludes at 10.00am on the departure date as stipulated in the Residential Agreement. Occupancy beyond this time will be charged at the regular daily rate. You must return your key, wristband or temporary card (as the case requires) to the Accommodation Services Office before 10:00am.

You must contact the Accommodation Services Office if you wish to stay beyond the end of the agreed term of your Residential Agreement. Accommodation during the summer non-semester periods is also an option should vacancies exist. Residential fees and rental charges may differ over the summer period.

If you are staying with us beyond your original agreement end date and you are not offered residency under another contract term, such as Summer Accommodation, you are deemed to be a casual resident and casual rates will apply.
4.1.3 Relocation
You may be required to relocate to another residence by Accommodation Services (e.g. renovation or repair to the residence). If such a requirement arises, suitable alternative accommodation will be provided on the same terms as the original residence.

4.1.4 Use of Residence
Rooms and apartments are for private use as your residence. You are prohibited from conducting business of any description from your room, apartment or the surrounding grounds of the residence.

4.2 Termination of Residential Agreement by a resident

4.2.1 Web Departure Form
A Web Departure form must be completed on the StarRez portal prior to the date you wish to vacate or prior to the end date of your Residential Agreement. If you vacate prior to the end date of your Residential Agreement you will be responsible for the rental payment for the whole period of the contract term or until such time as a suitable replacement is found (whichever comes first).

4.2.2 Cancelling your Residential Agreement
If you choose to cancel your Residential Agreement with Accommodation Services, you will be responsible for the rental payment for the whole period of the contract term or until such time as a suitable replacement is found (whichever comes first).

4.3 Termination of Residential Agreement by University
Where your Residential Agreement is terminated by Accommodation Services, due to unpaid fees or any other reason outlined in these Rules, you will be provided 48 hours’ written notice of your eviction. Notice will be sent to you via your student email and a written copy delivered to your room. Cancellation Terms will still apply to residents who have had their Residential Agreement terminated. Residents will be responsible for the rental payment for the whole period of the contract term or until such time as a suitable replacement is found (whichever comes first). See section 5.1.2 for information regarding overdue fees.

4.4 Termination of Residential Agreement by Deputy Director or designated University staff
A Residential Agreement may be terminated by the Deputy Director, Accommodation Services, or other designated University staff member, at any time in the event of a serious breach of University statutes, rules, regulations or policies.

Your Residential Agreement may also be terminated by the Deputy Director, Accommodation Services, or other designated University staff member where information provided by Law Enforcement agencies indicates you are a risk to yourself or other residents.

Where there are immediate concerns for the safety of any person then an immediate eviction may be enforced. In instances of immediate eviction, reasonable assistance will be provided to find alternative off campus accommodation.

4.5 Relocation, suspension or termination of Residential Agreement due to community risk
Accommodation Services has the right to take action to ensure the safety, health and wellbeing of yourself, and the residential community. This action may include relocation within residence, suspension and/or termination of your Residential Agreement.
As you will encounter other individuals through shared living spaces, you have the responsibility to disclose to Accommodation Services if you have a communicable disease, illness or infection. Accommodation Services has the right to remove or relocate you from the residential precinct to ensure the health and safety interests of any individual(s).

Where a suspension or termination of a Residential Agreement takes place Accommodation Services will consider all the circumstances and will discuss with you any requirements you may have to satisfy in order to be considered eligible for a return to residence.

Where you are permitted to return, you may be required to sign and abide by a safety management plan, put in place by Accommodation Services. A safety management plan may place conditions on your return to ensure the safety, health and wellbeing of yourself and the residential community.

5.0 FEES AND RENTAL ARREARS

5.1 Residential Fees

5.1.1 Compulsory Fee

Compulsory fees must be paid when your offer is accepted and is non-refundable.

Rental fees are payable on or before the fifth working day of each month; failure to pay by this day may result in termination of the Residential Agreement.

5.1.2 Overdue Account Fees

When fees are late by at least 5 business days, a late fee as stipulated in the Schedule of Fees, outlined in Appendix 1, will be applied to your account.

When fees are late by at least 12 working days, your room access will be blocked. You will be unable to access your room until you contact the Accommodation Services Office to make the full payment or meet with Accommodation Services staff and obtain an extension or organise a payment plan. When fees are late by at least 13 working days, your University academic account may also be sanctioned, affecting your access to your academic results and reenrolment, potentially delaying or even preventing graduation. For the sanction to be lifted, you must contact the Accommodation Services Office to make the full payment or meet with Accommodation Services staff and obtain an extension or organise a payment plan.

If you fail to make payment or enter into a payment plan after 13 working days from the due date, your Residential Agreement may be terminated and you will be issued with a Notice of Eviction. You will have 48 hrs to vacate residence.

All Short Term or Casual residents must pay residential fees prior to check-in.

5.1.3 Rent Extension and Payment Plan

If you are experiencing financial difficulties regarding payment of fees, you should notify Accommodation Services as soon as possible to request an extension clearly indicating a date the fees are payable. A payment plan may also be developed in consultation with Accommodation Services staff. Accommodation Services may also consider bursaries in extenuating circumstances. The terms and conditions of the plan will be tailored toward your financial position. Failure to abide by these terms and conditions may result in fines, academic account sanction, referral to an external debt collection agency and/or termination of the Residential Agreement.
5.1.4 Debt
Debt will not be allowed to exceed more than one month’s rent. If vacating prior to your contract end date, all debt must be settled prior to leaving. For all other residents, debt must be settled by your contract end date. Debt is not allowed to be rolled over to summer accommodation or to the following year if you apply to return to residence.

Where the inability to make payments on time is consistent and habitual, you may not be permitted to apply for summer accommodation or to return to residence the following year.

Termination of a Residential Agreement will not remove any unpaid debt and you remain liable to settle the account prior to the specified vacating date.

In accordance with the La Trobe University’s Debit Management Policy, any aged debt will be referred to an external debt collection agency.

5.1.5 Return of equipment
Any equipment or resources borrowed from Accommodation Services must be returned as per the signed loan agreement or at the conclusion of your Residential Agreement, whichever is sooner.

5.1.6 Return of resident cards and wristbands
All resident keys, wristbands or cards must be returned upon vacating the premises. Recovery costs will apply for any lost or unreturned items.

6.0 RULES APPLYING TO BEHAVIOUR
Without limiting the application of any La Trobe University policy, you are expected to have full knowledge of, and abide by the following rules applying to your behaviour. Any breaches of University policies or of the following rules may initiate disciplinary proceedings.

Accommodation Officers and Accommodation Services staff are responsible for enforcing and/or applying any sanctions as a result of student behaviour.

Accommodation Services may refer any matter or incident to the University under the General Misconduct Statute 2009 for residents who are also students of the University.

Accommodation Services may refer serious cases to law enforcement agencies.

6.1 Bringing the University into disrepute
You must not engage in any behaviour that is detrimental to the interests or good reputation of the University.

6.2 Anti-Social Behaviour
You are not to engage in any behaviour that disturbs, annoys or interferes with a person’s ability to go about their lawful business. Anti-social behaviour also includes the inappropriate use of University property or facilities.

6.3 Hazing
You are not permitted to engage in any action taken or any situation created intentionally that causes embarrassment, harassment or ridicule and risks emotional and/or physical harm to an individual or members of a group or team, regardless of the person’s willingness to participate. Hazing often involves having people ‘earn’ their way into a group or onto a team. Students should
seek the advice of Accommodation Services staff if there is any confusion as to what is and isn’t hazing.

6.4 Bullying

You are not permitted to engage in repeated, unreasonable and less favourable treatment of a person. This includes behaviour that intimidates, offends, degrades or humiliates a person and may create a risk to their health and safety. Bullying can include jokes, teasing, nicknames, emails, pictures, text messages, social isolation or ignoring people. Bullying behaviour can be direct, where someone’s actions are intended to humiliate, offend, intimidate or distress, whether or not the behaviour resulted in that effect. Bullying behaviour can also be indirect, through engaging in behaviour that results in humiliation, offence, intimidation, distress and could reasonably have been expected to cause that effect.

6.5 Discrimination

You are not permitted to engage in behaviour where distinctions are made between individuals/groups so as to disadvantage some and advantage others. Discrimination can be direct where someone is treated less favourably than another person/group in a similar situation because of personal characteristics protected by law. Discrimination can also be indirect where an unreasonable requirement, condition or practice is imposed that has, or is likely to have, the effect of disadvantaging people with a personal characteristic protected by law.

6.6 Harassment

You are not permitted to engage in uninvited or unwelcome behaviour that causes someone, or a group of people, to feel intimidated, insulted or humiliated. It can occur in a single incident or a series of incidents. Harassment may also be experienced as a result of witnessing behaviour not directed to that person e.g. overhearing an unacceptable joke.

6.7 Smoking

La Trobe University is a smoke-free campus, as outlined in the Health and Wellbeing Procedure – Smoke Free. You are not permitted to smoke inside your room, on the residential premises or any area of the University campus grounds, other than the designated locations. Frequent failure to abide by the University’s Smoke Free Policy may result in a written warning, a fine, and/or discussions with you about your suitability for residence. Smoking includes, but is not limited to, cigarettes, e-cigarettes (vaping), cigars and hookahs. Smoking of substances other than cigarettes (includes any substances or synthetic mimics of a drug that have, or are intended to have, intoxicating and/or psychotropic effects) is also prohibited on the residential precinct and sanctions may apply, as outlined in section 7.1.6 of the Rules of Residence.

6.8 Drugs & Alcohol

The University is a drug-free institution and the possession, solicitation, sale, distribution, manufacture/production, consumption or being under the influence of illicit or non-prescribed drugs (includes any substances or synthetic mimics of a drug that have, or are intended to have, intoxicating and/or psychotropic effects) on campus is strictly prohibited.

You are to engage in and ensure the safe and responsible consumption of alcohol and legal drugs while on residential premises. This includes ensuring that:

a. All events comply with Accommodation Services and University guidelines
b. All games and activities involving or encouraging the consumption of alcohol are prohibited at all times. This applies to events and social gatherings
c. Alcohol containers/collections that promote irresponsible drinking/binge drinking (including but not limited to kegs, beer balls, funnels, beer bongs, punch buckets, shot glasses) are not permitted on residence. Such items may be confiscated by staff and destroyed.

d. Cleaning charges and fines will apply as per the Schedule of Fees in Appendix 1 for damage, soiling or vomit associated with irresponsible or unsafe consumption of alcohol.

6.9 Theft

Theft of property belonging to the University or any another person is prohibited. This includes, but is not limited to, the theft of food from fridges, clothing and other personal items. Instances of theft will be thoroughly investigated, and Police notified where required. For the purposes of this document, theft is dishonestly taking something that belongs to someone else.

6.10 Violent Behaviour

The University views all forms of violence, intended or otherwise, as unacceptable and aims to address unsafe and unwelcome behaviour that places the health and wellbeing of residents and other individuals at risk.

Violent behaviour refers to any behaviour that causes another person any emotional or physical injury that interferes with a person’s health or comfort, or that places them in fear of being injured. This means that violence can constitute an act of verbal or physical assault or it may include placing a person in fear – such as threatening to harm someone or being physically intimidating.

Intimate partner violence, also referred to as dating violence, domestic violence, or relationship violence, is any act of violence or pattern of emotionally or financially abusive behaviour that one person uses against a current or former partner in a sexual, dating, spousal, domestic, or other intimate relationship, to gain or maintain power and control over another.

6.11 Sexual Harm

Sexual harm is the term used to cover any sexual activity which makes you feel uncomfortable. If you do not consent to a sexual act, it may consistent sexual harassment or sexual assault. The University is committed to providing an environment that is free from unacceptable behaviour and is taking all reasonable steps to ensure everyone is treated in accordance with our values and our policies and procedures. You can contact Speak Up if you have experienced or witnessed unacceptable or concerning behaviour to seek advice, support and referrals.

6.11.1 Consent

Consent – or the lack of it – is an important part of legal and social definitions of sexual harm. The legal definition of consent is ‘free agreement’. La Trobe University considers consent to be an ‘affirmative, unambiguous and conscious decision by each participant to engage in mutually agreed-upon sexual activity.’

Consent is the foundation of respectful relationships and sex. Because the law says both parties must freely agree to the sexual act in order for there to be consent, it also outlines a number of circumstances in which someone is automatically considered as unable to give consent, including if you:

- are drunk
- are drug affected
- are asleep or unconscious
- are unable to understand the sexual nature of what is happening
- submit because of force or fear of force or harm (including to someone else)
- are held against your will
• are a child
• are mistaken about the identity of the other person
• are led to believe it is for a medical or hygienic purpose
• consent then later withdraw consent to the act

6.11.2 Sexual Harassment

Sexual Harassment refers to an unwelcome sexual advance, an unwelcome request for sexual favours or other unwelcome conduct of a sexual nature in person or via electronic/social media. It includes:

a. verbal forms such as making comments about someone’s appearance in a sexually suggestive way; unwelcome enquiries regarding a person’s sex life; requests for sex or repeated unwelcome requests for dates; telephone calls with a sexual undertone
b. continuous rude or sexist jokes/remrks; sexual insults or taunts, spreading sexual rumours; threats or non-consensual disclosures of a person’s sexual orientation; rating peers or colleagues with respect to sexual performance; sending sexually explicit emails or text messages
c. Non-verbal forms such as gestures with a sexual meaning; staring at someone or making obscene gestures or noises; stalking (including cyber stalking); “flashing” or exposing body parts
d. Visual forms such as displaying objects or promotional material, reading materials, or other materials that are sexual demeaning or pornographic in nature

6.11.3 Sexual Assault

Sexual assault is a crime and is not tolerated at La Trobe University.

Sexual Assault can occur between strangers, acquaintances, in a dating relationship, between spouses, or in any other relationship and includes:

e. Non-consensual sexual intercourse or rape which is any act of sexual intercourse with another individual against a person’s will or without consent, where sexual intercourse includes vaginal or anal penetration, however slight, with any body part or object, or oral penetration involving mouth to genital contact.
f. Non-consensual sexual contact includes fondling, with is the intentional touching of the intimate parts of another person or causing another to touch one’s intimate parts against a person’s will or without consent, where intimate parts may include genitalia, groin, inner thigh, breast or buttocks, or clothing covering them, or any other body part that is touched in a sexual manner; disrobing or exposure of another against a person’s will or without consent; other sexual acts or sexual contact against a person’s will or without consent, sexual coercion; and attempted non-consensual sexual intercourse.
g. Incest which is sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
h. Statutory Rape which is sexual intercourse with a person who us under the statutory age of consent.
i. Non-consensual distribution or dissemination of photographs or recordings of sexual activity or nudity, including the distribution or dissemination of photographs or recordings of that were made consensually; allowing a third party to observe sexual activity without the consent of all parties.

6.12 Stalking

You must not stalk another person. For the purpose of this document stalking is a series of actions that make someone feel afraid or in danger. Stalking is defined as engaging in a course of conduct
directed at a specific person that would cause a reasonable person to fear for their safety or that of
others; or suffer substantial emotional distress.

6.13 Dangerous or Illegal Activity

You are not permitted to engage in dangerous or illegal activity that has the potential or does cause
harm to yourself or others or damage any property within the residential precinct. Additionally, you
must not encourage or allow your guests, visitors or other residents to engage in any dangerous,
illegal or reckless behaviour. Any behaviour of this kind must be reported to Accommodation
Services.

6.14 Fire

6.14.1 Tampering with Equipment

You must not tamper with fire alarms, fire extinguishers, hoses, exit signs, instruction signs, sprinkler
systems, smoke detectors, exit door hardware and/or other safety equipment.

Tampering with fire safety equipment will be viewed as a serious breach of the Rules of Residence
and students found to have tampered with equipment will be subject to disciplinary proceedings.
If you are found to have tampered with or restricted the normal operation of such devices, you will
be charged for the repair or replacement of equipment and any damage incurred as per the
Schedule of Fees in Appendix 1.

Sprinkler heads are located throughout the buildings. It is imperative sprinkler heads are not
damaged in any way. Do not hang anything on a sprinkler. If it is found a sprinkler head has been
damaged so as to cause a release of water that has flooded the building, residents responsible for
the damage will be charged for the cost of repairing the fire equipment and the Fire Services
attending.

6.14.2 Fire Alarms

Residents whose room has activated the fire/smoke alarm and have had Fire Services attend will be
charged. If the alarm is activated through no fault of a resident (e.g. if you did not contribute to the
alarm being triggered), charges will not apply.

Deodorant, hair spray, hair dryers, aerosols, hair straighteners, and associated materials must not to
be used in residential rooms but may be used in the bathrooms. Cooking equipment including rice
cookers and microwave ovens are not to be used in any residential room.

6.14.3 Evacuation

In cases where a fire alarm is activated in a building, you must evacuate the building immediately
and assemble in the designated assembly area specified for your building. You must remain at the
designated assembly area until you are advised by staff or fire brigade that it is safe to return. For
your safety and that of others, you must comply with directions given by security staff during fire
alarms.

6.15 Prohibited Items

Without limiting anything in 6.13, you are not permitted to have any of the following items in your
room or the residential precinct:

- possess and/or store firearms (including replica firearms), prohibited or controlled weapons,
ammunition, plosive or combustible materials, spear guns, or dangerous articles (each as
defined in the Control of Weapons Act 1990 (VIC) and the Firearms Act 1996 (VIC))
• naked flames of any kind including candles, incense, oil burners and sparklers are prohibited as they are a fire hazard and are subject to immediate confiscation and disposal
• storage of harmful chemicals

The following rules are to be applied at all times, by all residents and in all residences. Failure to adhere to these requirements will result in the application of recovery costs:
  a. Surfaces such as stoves, walls, cabinets or countertops are not to be covered with foil, plastic, paper, etc
  b. Food that is cooking is to be attended to at all times
  c. Students should be aware of requirements specific to their residential building. For example, range hoods, where installed, must be switched on when cooking

6.16 Security and Safety

You are not permitted to engage in or encourage any activity which endangers the health, safety or hygiene of yourself or others.

6.16.1 Supply ID on request

Upon request by University staff or Security, residents, guests and any visitors must state their full name and address. Residents, guests and visitors must cooperate with such requests and remain with staff or security until they are satisfied with the identity of that person. Failure to cooperate with a request for identification or providing false information is prohibited.

6.16.2 Access

It is important all external access doors remain closed to prevent entry by unauthorised persons. You must not do anything to prevent the door lock from operating as intended.

You are not permitted to share your room access card keys or wristband with another resident or any other person. You should not leave your key/wristband in common spaces or attached to the exterior of your room/door.

Lost or stolen access cards, wristbands or keys must be reported immediately to Accommodation Services. Any found cards, wristbands or keys must be returned to the Accommodation Services office. Inappropriate use of wristbands, keys or cards is prohibited and will result in disciplinary action.

6.16.3 Glass is not permitted

For safety reasons, any glass or glass bottles are not permitted in external areas of the residential precinct.

6.16.4 Kitchen Safety

  a. Surfaces such as stoves are not to be covered with foil, plastic or paper.
  b. Food that is cooking is to be attended to at all times.
  c. Students should be aware of requirements specific to their residential building. For example, range hoods, where installed, must be switched on when cooking.
  d. Don’t use metal bowls or utensils in any microwave.
  e. Appliances such as stoves, ovens, etc., must be switched off after being used.

6.17 Visitors and Overnight Guests

6.17.1 Visitors

A visitor is defined as a person who is meeting with a resident for a short period of time. No visitors are allowed to remain in the residential precinct between 10:00pm and 8am.
If you wish to have more than two visitors at any one time, then you must seek prior approval from Accommodation Services.

Approval of any application is at the sole discretion of Accommodation Services and applications will be considered on a case by case basis.

It is important to know you are responsible for the conduct and behaviour of your visitors while they are within the residential precinct and it is your responsibility to make them aware of the Rules of Residence.

Upon request of University staff or security, a visitor must state their full name and produce reasonable identification to the satisfaction of whomever made the request. Visitors must also nominate the resident they are a guest of.

Visitors may be asked to leave the residential precinct at any time by University staff or Security and must comply with this request immediately.

6.17.2 Overnight Guests

An overnight guest is defined as a person who is staying between the hours of 10:00pm – 8:00am with a resident and has sought prior approval by Accommodation Services for that overnight stay.

Please note that ordinarily overnight guests will not be permitted in residence. Any guest found to be staying overnight without approval will be asked to leave immediately.

Any application for an overnight guest will need to demonstrate that exceptional circumstances exist.

If you wish to make an application for an overnight guest, you will need to contact Accommodation Services and seek further information about how to make your application. Approval of any application is at the sole discretion of Accommodation Services and applications will be considered on a case by case basis. If an overnight guest has been approved by Accommodation Services, they will be issued a visitor’s pass. This visitor’s pass must be carried with them at all times and produced to University staff or Security upon request.

6.18 Noise

6.18.1 Regular Floors, Areas or Buildings

Quiet hours in all areas of the residences apply at the following times:

<table>
<thead>
<tr>
<th></th>
<th>Bundoora</th>
<th>Bendigo and Albury Wodonga</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sunday – Wednesday</strong></td>
<td>10:00pm – 9:00am</td>
<td><strong>Sunday – Thursday</strong></td>
</tr>
<tr>
<td><strong>Thursday – Saturday</strong></td>
<td>12:00am – 9:00am</td>
<td><strong>Friday – Saturday</strong></td>
</tr>
</tbody>
</table>

Excessive or unreasonable levels of noise is not permitted at any time and the use or storage of stereo equipment which creates excessive noise (e.g. subwoofers) is not permitted.

Residents who have repeatedly been advised to comply during quiet hours will be issued with a noise fine. Stereo equipment that creates excessive noise may be removed by Accommodation Services staff at any time. Residents will be required to meet with designated Accommodation Services staff as to the proper return of the equipment and its use and storage on campus.
You should be considerate of fellow residents and maintain activity levels that are within reason and do not disturb others. Regular noise is acceptable in the common areas and kitchens (e.g. conversations, floor meetings, study groups, cooking noises, doors closing, showers running, toilets flushing, and people entering and exiting rooms at all hours etc).

6.18.2 Quiet Floors, Areas or Buildings

Some residences have permanent quiet floors, areas or buildings, which have additional quiet hours in addition to the hours outlined in section 6.18.1:

<table>
<thead>
<tr>
<th>Bundoora</th>
<th>Bendigo and Albury Wodonga</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday – Thursday</td>
<td>10:00pm – 9:00am</td>
</tr>
</tbody>
</table>

You have the option of applying to reside on a quiet floor and Accommodation Services will prioritise these requests as much as possible.

The definition of quiet implies any noise that can be heard outside of your living space will not be tolerated. For example, if you have a stereo in your room, you must keep the volume at such a level that it cannot be heard outside of your room when the door is closed. Quiet also applies to excessive noise in common areas such as hallways, kitchens, lounges, and the courtyards.

Regular noise is acceptable in the common areas and kitchens (for example, conversations, floor meetings, study groups, cooking noises, doors closing, showers running, toilets flushing, and people entering and exiting rooms at all hours etc.).

If you are living on a quiet floor you have the right to expect a reasonably quiet living environment. If this right is being violated, you are encouraged to approach the person(s) responsible. A Student Leader or Accommodation Officer should then be contacted if the issue continues.

If you reside within areas designated as quiet floors or areas you are expected to abide by the following rules:

1. You should not use the common areas within quiet areas for activities such as playing music, large gatherings etc.
2. If you wish to host an event on a quiet floor that would create noise in excess of the community norm, you must seek permission from Accommodation Services.

Accommodation Services strives to promote an enjoyable communal living environment and social interaction amongst students. As such, individuals expecting absolute silence at all times may not be well suited for shared communal living (even on a quiet floor) and may wish to consider other living arrangements.

6.18.3 SWOT-VAC and examination period

During the University SWOT-VAC and exam period, a 24-hour noise curfew will be in place across all residences. The dates for these periods are available on the Academic Calendar. Fines will apply as per Schedule of Fees outlined in Appendix 1.

6.19 Alcohol Free Areas

Accommodation Services supports the rights of students wishing to reside in accommodation free from the consumption of alcohol. Alcohol free floors or areas are designated at the discretion of Accommodation Services.
You have the option of applying to reside on an alcohol-free floor and Accommodation Services will prioritise these requests as much as possible.

Residents living within alcohol free floors or areas and guests visiting the alcohol-free floors are not permitted to store or consume alcohol within the designated areas, including common spaces or balcony areas.

Residents and guests are not permitted in alcohol free floors or areas while under the influence of alcohol.

### 6.20 Cleanliness and Hygiene

You have the responsibility to maintain a clean and safe living environment, which does not infringe on the rights and privileges of other residents. This includes ensuring all communal areas (kitchens, lounge areas etc) remain clean and tidy. Unclaimed and dirty dishes in communal kitchens may be confiscated after two days. Non-compliance may result in penalties (as per the Schedule of Fees) and sanctions. Vacuum cleaners / mops can be hired through the Accommodation Services reception desk if required at any stage.

#### 6.20.1 Communal Fridges

Residents must label their food items with their name and date before being placed in the fridge. Any food that is not labelled and/or belongs to a person who is no longer a resident may be disposed of within 48 hours of notice being emailed to residents.

#### 6.20.2 Communal Kitchens

Appliances have been provided in all kitchens by Accommodation Services. You must not add any other electrical appliances to kitchens without first seeking approval from Accommodation Services. Residents must not remove appliances from kitchens or swap appliances between kitchens. Residents who use communal kitchens must not leave their personal items in any location other than their allocated cupboard/shelf. Items stored in allocated places are not the responsibility of Accommodation Services. Any item in the communal kitchen may be disposed of in the event of a scheduled audit of communal spaces.

#### 6.20.3 Shared Flats and Apartments

Residents are responsible for the cleaning of their flats and apartments (including common areas and bedrooms). Residents are required to provide their own vacuum cleaner (1 per apartment) for cleaning of the flat/apartment. Vacuum cleaners and mops can be hired through the Accommodation Services reception desk, however; it is still the resident's responsibility to ensure their apartment is cleaned if the vacuum or mop is not currently available for hire.

Inspections of flats/apartments will be conducted (at a minimum) once per semester. A check-out inspection may also be conducted prior to any resident moving out of the premises. This includes inspection of the common areas within the flat / apartment.

A minimum of One (1) weeks’ notice will be given and residents are not required to be present. If a residence is deemed to fail an inspection, the residents will be notified and given 72 hours to clean the premises. Following this, a follow up inspection will occur within 48 business hours and if additional cleaning is required, charges will be applied (as per the Schedule of Fees) to all residents living at the premises at time of the initial inspection.

If cleaning is required due to failed inspection, all residents living in the flat / apartment will be sanctioned and cleaning charges applied to each residents Star Portal account. Fees are charged at
$65 per room as per schedule of fees. Cleaning of bedrooms will be charged to the resident occupying the room. Costs associated with cleaning shared spaces will be divided amongst all residents assigned to that flat / apartment. Charges may be increased dependant on the type of cleaning required.

Rooms are separated as follows:

1. Bedroom
2. Kitchen
3. Living Area / Lounge area
4. Bathroom / Lavatory

Damage to goods or property belonging to Accommodation Services may be charged to the residents responsible for the damage.

6.20.4 All other residences
You may place a ‘No Cleaning’ sign on your door if you prefer cleaning to be delayed, however; your room will be accessed for cleaning after two weeks. Accommodation Services can access a room at any time without prior notice to conduct an inspection to maintain hygiene and safety standards.

6.20.5 Mattresses
Mattresses must be fitted with adequate mattress protectors and sheets to prevent damage to mattresses. Residents can bring their own linen or purchase from Accommodation Services as per the Schedule of Fees.

6.20.6 Unclaimed property
Any personal belongings left behind by a departed resident will be disposed of and the resident may be charged an additional fee for the cost of disposal. Items will not be stored by Accommodation Services.

6.20.7 Lost Property
Any lost items handed to the Accommodation Services office will be held for a period of 3 months. Unclaimed items will be donated to charity or discarded. Identification documents and materials will be handed over to police.

6.21 Furniture and Damage
Accommodation Services provides some furniture and electrical items for student use. Residents are permitted to bring a small fridge (no more than 850mm in height) for use in their room.

Residents must seek written permission from Accommodation Services prior to bringing any other furniture or household electrical appliances onto the premises, for example a personal heater.

The over loading of electrical circuits must be prevented. Residents should avoid the use of power boards and double adaptors and seek advice from Accommodation Services if they feel this is unavoidable.

Furniture is not permitted to be relocated outside or removed from its original location as designated by Accommodation Services. Residents found to have engaged in the inappropriate
removal or relocation of furniture may be subjected to fines as per the Schedule of Fees. If furniture is required to be temporarily moved (e.g. for an event), please request Accommodation Services to assist with the removal.

Damage to goods or property belonging to Accommodation Services may be charged to the residents responsible for the damage.

6.22 Internet Usage

You are required to be aware of, and abide by, rules governing the appropriate use of all computer facilities and University resources particularly in relation to the Use of Computer Facilities Statute 2009. Excessive downloading and use of computer facilities for any activity which is unrelated to approved purposes is not permitted.

Tampering with network or internet equipment is prohibited. If you connect disrupting equipment you may be liable for repair/time costs associated with resurrecting the network or internet service.

6.22.1 Social Media

You must ensure you are using social media web pages, digital and physical noticeboards or chats appropriately and do not post or share any information, images or videos for the purpose of causing or being likely to cause psychological harm and/or emotional distress to another person.

If you are using social media in a manner identifying you as having a connection to the University you must ensure you do not engage in any behaviour which has the potential to bring the University or Accommodation Services into disrepute.

If you are found to have engaged in conduct causing harm to others or the University, you should be aware you may be in breach of the University’s Student Behaviours Policy and subject to disciplinary proceedings under the University’s General Misconduct Statute 2009.

6.22.2 Sharing of explicit or inappropriate images

You are prohibited from taking or sharing images or videos depicting a person’s genitals or a person engaged in a private activity. Genitals includes a person’s sexual organs or breasts (which extends to transgender or intersex persons identifying as female). Private activity includes any circumstances where an ordinary person would reasonably expect privacy, including but not limited to showering; using the toilet; in a state of undress; engaging in a sexual act not ordinarily performed in public. Where conduct constitutes a breach of Victorian or Commonwealth law, sanctions imposed by Accommodation Services do not preclude additional sanctions imposed by the broader University, the State or the Commonwealth.

7.0 DISCIPLINARY PROCEDURES

Accommodation Services relies on the Rules of Residence to help define acceptable behaviour and to educate all residents about the responsibilities of living respectfully and safely in a residential community.

The intention of the disciplinary process is to address breaches of the Rules of Residence. You should be aware that if you are a La Trobe University student, serious incidents and disciplinary matters may also be referred for further determination under the University’s General Misconduct Statute 2009.

If you are excluded or suspended from the University under the General Misconduct Statute 2009, your Residential Agreement will be automatically terminated or suspended from the date of
expulsion/suspension from the University. If your Residential Agreement is terminated, you must pay all debts and cancellation fees as per the Schedule of Fees.

In addition to reporting to Accommodation Services, residents are encouraged to report criminal offences to Police. If required, Accommodation Services will support and assist you in making this report. Accommodation Services may also refer matters to relevant internal University departments and external bodies, where appropriate.

7.1 Resident rights and responsibilities

In any disciplinary procedure, you may expect the following:

- **Procedural fairness**
- To be advised of the allegation(s) in a timely manner
- To have an opportunity to provide your account of events and respond to the allegation(s)
- To be advised of the appropriate appeal process

You are expected to:

- Have read and abide by Accommodation Services Rules of Residence and other relevant, University rules, local, state and federal laws
- Act in a manner that demonstrates integrity and respect for the residential community
- Appear at all required disciplinary meetings. If you decide not to appear, the disciplinary process will proceed without your presence and input
- Ensure Accommodation Services has your most current and relevant contact details for all communication

7.2 Staff responsibilities

Accommodation Services staff involved in disciplinary procedures are expected to:

- Identify, investigate and determine incidents and disciplinary matters using a fair and objective process
- To investigate and take appropriate action with consideration to the circumstances and in a timely manner

7.3 Resident status

You are assigned a ‘status’ throughout your time living within student accommodation This ‘status’ is assigned and may be changed, reduced or removed by Accommodation Services staff on the basis of involvement in incidents and disciplinary procedures or where deemed appropriate.

The assigned length of your status is at the discretion of Accommodation Services staff and will depend on the circumstances and severity of the incident in which you are involved.

Status assignments are as follows:

- **No status**: You are in good standing.
- **Warning**: You have been provided with information regarding inappropriate behaviour by Accommodation Services staff as a result of a breach of the rules and guidelines.
- **Management Plan and/or Probation**: You have seriously or repeatedly breached rules and guidelines of Accommodation Services. Further inappropriate action will result in additional sanctions including termination and exclusion from the residential precinct. Sanctions are outlined in section 7.1.6.
- **Eviction and/or Exclusion**: You have been excluded or evicted from residence on the basis of disciplinary action. If you have been evicted, you may not be permitted to return to residence the following year and may not be permitted on site in any Accommodation
Services building or locality, excluding when access is required for attendance at a lecture or tutorial.

7.4 Processes for investigation of breaches of the Rules of Residence

All incidents are investigated, and appropriate action and/or sanctions may be applied where a resident has been found to have breached the Rules of Residence. Information relating to student behaviour may be shared with other University staff where necessary.

7.4.1 Minor incidents

Minor incidents shall be dealt with by Accommodation Services staff and managed through verbal or written correspondence with you. Any allegations against you will be investigated, and you will be given the opportunity to respond to the allegation(s) and/or any sanctions applied in writing within five days of notification.

7.4.2 Serious incidents

Where breaches of the Rules of Residence are deemed serious, Accommodation Services staff, in consultation with the Deputy Director, Accommodation Services, may choose to refer the incident investigation to another person(s) or department, including University security or the broader University under the General Misconduct Statute 2009.

7.5 Disciplinary meeting

You may be provided with notification (in writing or verbally) stating the requirement to meet Accommodation Services staff. Should you not attend, not respond to the request, or not request an alternative meeting time within 2 working days, a determination on the matter may be made without your input. Any meetings rescheduled at the request of you must take place within 2 working days from the original designated time.

During the meeting, you will be presented with the details of the alleged incident and any breaches to the Rules of Residence, or other University, State or Federal requirements. You may respond to the allegations and present additional information and/or evidence relevant to the incident.

You may bring a support person to accompany you to a disciplinary meeting. A support person can be a friend or student leader – other than a legal practitioner, person with a law degree, or a parent/guardian. The support person may not speak on your behalf and should remain silent throughout the meeting.

7.5.1 Following a disciplinary meeting

Following a disciplinary meeting and any subsequent meetings, you will be notified of the outcome of the investigation of the alleged breach(s). Usually you will be invited to attend an outcome meeting where you will be advised of the outcome in person. As with a disciplinary meeting, you may bring a support person with you. Notification of the outcome will also be sent via your student email. It is your responsibility to regularly monitor your student email for such correspondence, and to complete all assigned sanctions by stated deadlines. Where relevant, student leaders and/or staff will be informed of any sanctions applied. You will be notified if this occurs.

7.6 Outcomes

The investigation of each incident may result in one or more of the outcomes listed below. Failure to comply with any sanction applied under these Rules of Residence will be treated as a separate breach of these Rules, with the likelihood of further disciplinary consequences.

a. **Dismissal of alleged violation**: Determination that the alleged breach(es) did not occur and the incident is dismissed.
b. **Warning:** Determination the breach(es) did occur and your residential status will be at ‘warning’. The warning will be rendered in writing and will serve to remind you of Accommodation Services’ rules and guidelines and advise further breaches may result in additional sanctions.

c. **Probation:** Determination the breach(es) did occur, that you have seriously or repeatedly breached rules and guidelines of Accommodation Services and/or the University. Further involvement in incidents would result in additional sanctions including termination and/or exclusion from the residential precinct.

d. **Eviction:** Determination the breach(es) did occur, that you have seriously breached the rules and guidelines of Accommodation Services and/or the University, and/or that your continued ability to reside on residence would negatively impact the wellbeing of yourself, other residents or the residential community.

e. **Sanction applied:** When you are found responsible for breaching a Rule of Residence, you will be given a sanction and your resident status may change. The aim of a sanction is to restore damage caused to the community or individual relationships; providing education as to the impact your behaviour has had on the community, and/or addressing addictions or other behavioural needs. Sanctions assigned may be one or more of the following:

   i. *Educational assignment:* You may be assigned a specific project or program (depending on the breach) to be completed by a set deadline. Examples include but are not limited to, attendance or assistance in educational programs, completion of an alcohol education and/or awareness program, a reflection paper, creation of an educational/rule-based poster or presentation, or a letter of apology.

   ii. *Review meetings:* You will be required to attend scheduled review meetings with a designated Accommodation Services or other University staff member.

   iii. *Community restitution:* You will be required to provide restitution to cover associated costs in relation to damage to University or personal property.

   iv. *Referral:* This includes referral for the breach to be dealt with under the La Trobe University [General Misconduct Statute 2009](#).

   v. *Loss of privileges:* This includes but is not limited to, the ability to borrow resources, an on-site alcohol ban for a specified duration, and/or attending residential events and activities.

   vi. *Disciplinary transfer:* You will be permanently relocated from one residence to another (depending on the availability of a suitable space). If you are transferred, you may be prohibited from entering your original floor, wing or building for a specified period of time. You will be allocated a room at the discretion of Accommodation Services staff and the resident may be responsible for the cost of the transfer.

   vii. *No contact order:* You are prohibited from any form of contact (e.g. verbal contact, contact via any electronic medium, contact via a third party etc.) with a specific person(s) for a specified period of time.

   viii. *Barring Notice and/or Warning Off:* You are prohibited from entering licensed premises on site and/or the residential precinct.

   ix. *Exclusion and termination of Residential Agreement:* If you commit a serious breach of the Rules of Residence you may have your Residential Agreement terminated by the Deputy Director, Accommodation Services, or other designated University staff member, and you may be excluded from access to the residential precinct. La Trobe Security will be notified in this instance.

   x. *Future exclusion:* You will be provided with advance notice you are not permitted to return to residence the following year.
xi. *Interim measures:* May be taken before a hearing in cases where the alleged violations are deemed serious. Interim measures are in place until the matter can be properly determined. Interim measures may include a no contact order or an immediate temporary transfer to another residence.

xii. *Other:* With the permission of the Deputy Director, Accommodation Services, a sanction not listed in any category above can be applied, provided the sanction is relevant to the rule that was breached, and/or is in the best interests of the residential community.

xiii. *Student leadership sanctions:* Student Leaders are subject to all the above processes and sanctions, and may be subject to the following additional sanctions:

i. Student leadership position on probation with further involvement in disciplinary incidents resulting in the termination of your role.

ii. Termination of student leadership opportunity with the loss of any remuneration and other benefits. You may be asked to relocate your residence to allow a replacement Student Leader to take up your responsibilities. You will be required to repay any rental rebates or other monies paid in advance by Accommodation Services from the date of the loss of your leadership opportunity.

7.7 Appeal of a Disciplinary Decision

7.7.1 Grounds for appeal

You have 3 business days after receipt of the written decision to submit a formal written appeal against a decision. You may not appeal simply because you do not like the sanction(s) imposed. Your right to appeal must meet one of the following grounds:

a. the penalty imposed is too severe; or

b. there is new significant evidence in the case.

7.7.2 Appeal Process

Your formal written appeal must:

a. clearly state the grounds on which the appeal is sought and provide particulars in support of those grounds; and

b. be submitted to the Deputy Director, Accommodation Services. The Deputy Director may consult with relevant internal University staff and external parties where appropriate, from which the disciplinary outcome may be upheld, varied or overturned.

During the appeal process, you should note any sanctions which have been applied will remain in place until the matter has been considered by the relevant party(s).

7.7.3 Appeal Outcome

The Deputy Director, Accommodation Services will notify you of the outcome of your appeal, including the reasons for the decision.

If you feel this outcome is unjust, you are entitled to apply for a review of this decision within 20 days of the date of this notification by contacting the University Ombudsman by email at ombudsman@latrobe.edu.au.

8.0 ADVERTISING AND MEDIA

Accommodation Services is responsible for overseeing the development, placement and approval of all internal advertising for use within the residential precinct. All internal advertising must be approved by Accommodation Services before it is placed anywhere within the residential precinct.
Internal advertising refers to any form of advertising media from a commercial, government, community, academic, social, charitable or other internal/external organisation. Media includes but is not limited to publications (such as the Living at La Trobe and any student newsletters), websites and signage. This model of advertising control within Accommodation Services ensures any advertising placed on site:

- Does not include information which is inflammatory, obscene, offensive, defamatory, racist or sexist or which would bring Accommodation Services into disrepute
- Does not compromise the ability of Accommodation Services to carry out its purpose of providing relevant information to its target audience
- Does not advertise the provision, price, BYO and/or sale of alcohol
- Does not mislead or deceive in any way
- Does not breach any law or invade the rights or privacy of any person
- Does not promote illegal or dangerous activities
- Does not promote or encourage the breach of any University rules or guidelines
- Does not conceal/obscure any other posting or information
- Does not conceal or obstruct doors

Decisions to accept or reject advertising media will be based upon:

- The advertising not contradicting or neglecting the principles of the Accommodation Services advertising control model as stipulated above
- The level of contribution and value the advertising party can provide to its intended audience
- Notwithstanding the above criteria, Accommodation Services reserves the right to accept, reject or remove any advertising at its sole discretion

In order to ensure internal advertising does not infringe on any points stipulated above, a formal process for internal advertising approval has been established. Unless prior delegation has been given by the Accommodation Services Office to a particular group/organisation, all internal advertising submissions need to be submitted 48 hours prior to the intended print and/or distribution time. Submissions are made to the Accommodation Services Office either via delivery or email (living@latrobe.edu.au for Bundoora and Albury-Wodonga or residences-bendigo@latrobe.edu.au for Bendigo). All approved materials will be either signed or stamped indicating it is deemed acceptable for distribution within Accommodation Services.

**9.0 EVENTS AND ACTIVITIES**

If you wish to hold an event or similar activity you must first seek the approval of Accommodation Services. Disciplinary action may apply if you engage in unapproved events or activities within the residential precinct. Events and activities approved by Accommodation Services must abide by and adhere to the guidelines outlined in the *Accommodation Services Event Management Procedures*. You should contact Residential Education staff for further information.

**10.0 DAMAGES**

Accommodation Services relies on the residential community to report damage caused by carelessness or vandalism which requires extra cleaning or repair and any information regarding its cause. You must inform Accommodation Services immediately via StarRez if anything at the residence, residential apartment or regional property is damaged or faulty.

Proper care of University property within the residential precinct is the responsibility of each and every resident as damages beyond normal wear and tear or acts of vandalism or carelessness are an expense not covered in the maintenance budget.
You must not destroy, damage, injure or otherwise interfere with any building, property, vegetation, garden or any of the wildlife within the residential precinct. This includes fire alarms, fire extinguishers, exit signs, lights, outdoor fittings, outdoor fixtures and fittings and equipment located in corridors and stairwells. Removal of any University property from its designated location may be reported to Police. This includes, but is not limited to, furniture, appliances, street signs, street furniture, plants and bike racks. Instances of damage reported will be investigated to determine which resident(s) were involved.

Those responsible for interference, loss, damage or relocation will be charged replacement costs and an administration fee. When responsibility cannot be allocated to a specific person(s), the costs and administration fee will be charged to the residential social club budget, excluding at Barnes Way or Waterdale Apartments, where the charge will be divided between all residents of the living area (for example, residence or building).

If a residence is totally destroyed, or damaged to render it unfit for occupation, the University is not required to rebuild or repair it. If this occurs, your Residential Agreement will end and if available you will be offered alternative accommodation on campus.

The University reserves the right to carry out construction work or landscaping work at the residence or on the building where the residence is, or in nearby areas. If the University needs access to the residence for tradesmen, you must allow them access.

The University is not responsible for damages or loss of any resident’s personal property. It is recommended residents consider content insurance for their own personal items.

11.0 NOTICE

Whilst it is in the best interests of all parties for Accommodation Services to provide prior notice when accessing a room or common area, access can be gained without prior consent in instances where it is suspected damage or tampering with essential services, fixtures or fittings has occurred.

You must allow the University, its agents or employees access to your apartment or room for the purpose of cleaning, the issuance of notices or memos, room inspections, maintenance and must not impede the University’s rights in this regard.

The University, its employees, agents, representatives and/or contractors may enter your apartment or room, without notice, for the following purposes:

a. in emergency or other extraordinary situation to protect the health and welfare of any person
b. to attend to emergency maintenance needs
c. to ensure health, hygiene, safety and fire regulations are maintained
d. if, in the reasonable opinion of the University, you are believed to have abandoned the apartment or room, you have been reported missing for more than 48 hours, or if the University suspects another person(s) other than yourself is residing in the apartment or room
e. if, in the reasonable opinion of the University, you are believed to have engaged in any illegal activity whatsoever, causing a disturbance, or your behaviour is such that there is a likelihood the safety of any other person is at risk

In the event of suspected illegal activity, Accommodation Services reserves the right to involve La Trobe Security and other designated staff members or Police in conducting a search of your apartment or room. This search may or may not occur with you in the room at the time.
A request for maintenance provides permission for our staff to enter your apartment or room. Whenever possible, the University will provide verbal or written notice in advance if it needs to enter your apartment or room for non-emergency reasons.

12.0 PRIVACY

These Rules of Residence and the Residential Agreement are governed by the policy, procedure and legislation outlined on the University’s Privacy website. It is important to note the University is a single entity and Accommodation Services can share information within the University and between staff of the University where appropriate or necessary.

In signing the Residential Agreement, you agree:

a. the University can use your information, academic results, date of birth, and any photographs from University databases for purposes relating to your Residential Agreement, the Rules of Residence and your residency. This includes for the purposes of identification and assessment of your eligibility to live on residence;

b. the University may use any photographs taken at public events, activities, or gatherings for official promotional purposes.

The University collects your personal information so we can enter into a Residential Agreement with you. The University will only use and disclose your personal and health information to emergency personnel, relevant University staff, and/or your nominated emergency contact in accordance with the relevant legislation including, but not limited to, the Privacy and Data Protection Act 2014, Health Records Act 2001 and the Occupational Health and Safety Act 2004. Any health information you choose to disclose will only be shared in the event you require urgent medical attention.

In the event of any of the above or in the event of an emergency, behavioural issue or serious health and wellbeing concern, the University has the right to inform your nominated emergency contact. For all other matters, if you are over 18, the University will only communicate with you; unless we have received explicit written permission to communicate with your next of kin and/or guardian from you.

You may have the right to access the personal information that we hold about you subject to any exemptions in relevant laws by contacting Accommodation Services at living@latrobe.edu.au.

13.0 GLOSSARY OF TERMS

For the purpose of this Rules of Residence:

a. Academic sanction: A debt sanction or encumbrance is placed on a resident’s account when they fail to pay their residential fees within a set time. The encumbrance prevents the resident from accessing exam results, applying for a University transcript, re-enrolling or transferring to another University until the debt has been paid.

b. Accommodation Services: the department managing the residential precinct within the University.

c. Accommodation Officer: the Accommodation Services staff member on duty after hours on weeknights and throughout weekends when the office is closed.

d. Communicable disease, illness or infection: Any disorder of structure or function (or the presence of any bacteria, virus or parasite) in an individual, which have the potential to be transmitted to another individual through direct or indirect contact. This is regardless of whether any physical symptoms are present.
e. Event (approved): any event which has been organised and/or permitted to take place by Accommodation Services staff within the residential precinct or on occasions, offsite.

f. Event (unapproved): an event which has not been organised, managed or approved by Accommodation Services.

g. Guest (registered): any person who is registered by a current resident to stay beyond 10:00pm or overnight within the residential precinct.

h. Guest (unregistered): any person who stays overnight or beyond 10:00pm within the residences but who has not been registered to do so by a current resident.

i. Regional Properties: any accommodation listed as Regional Placement Accommodation on the La Trobe University website.

j. Residence: any of the residential precincts listed as On-Campus Accommodation on the La Trobe University website.

k. Resident or You: the person(s) listed in the Residential Agreement. Only persons named in the Residential Agreement as residents can live in the residence.

l. Resident (casual): any person residing within a residence for less than 28 days.

m. Residential social club budget: Any non-attributable damages are deducted from the budget that Accommodation Services has for approved social events within the residential precinct. Such damages are deducted from this account, limiting funds to be spent on student activities.

n. University: La Trobe University (A.B.N. 64 804 735 113)

o. Visitor: any person on site between the hours of 8:00am – 10:00pm.

p. Weighted Average Mark (WAM): an average mark that takes into account the credit point value of the subjects you have completed. It is based on the actual mark of all subjects completed in your course at any given time.

14.0 RELEVANT INFORMATION


b. Access to documents: You may request digital or printed versions of any Accommodation Services documents (online or otherwise) from the Accommodation Services Office (living@latrobe.edu.au).

c. Communication with residents: It is your responsibility to regularly review your student emails and StarRez, the student management system utilised by Accommodation Services. It is also your duty to keep contact details up-to-date. Accommodation Services take no responsibility for your failure to receive communications.

d. Supporting documentation: You should have access to, and be aware of, the following supporting documentation. Much of the documentation can be found online, but you may also request a copy by contacting the Accommodation Services Office (living@latrobe.edu.au):
   a. Residential Agreement;
   b. Event Management Procedures;
   c. All La Trobe University policies, guidelines and statutes.

Note: The above is not to be construed as a complete list of all regulations pertaining to on-campus accommodation. You are required to review your Residential Agreement for additional information. Accommodation Services reserves the right to alter, add to or update these rules at any time. It is your responsibility to maintain knowledge and understanding of these rules.
## Appendix 1 – Accommodation Services Schedule of Fees

<table>
<thead>
<tr>
<th>Item or Charge</th>
<th>Charge (AUD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application fee (non-refundable)</td>
<td>$58.00</td>
</tr>
<tr>
<td>Cancellation fee (New Residents) – Prior to contract start date</td>
<td>$360.00</td>
</tr>
<tr>
<td>Cancellation fee (Returning Residents) – Prior to contract start date</td>
<td>$200.00</td>
</tr>
<tr>
<td>Cancellation Fee – After check-in</td>
<td>$600.00</td>
</tr>
<tr>
<td>Compulsory Fee</td>
<td>$740.00</td>
</tr>
<tr>
<td>Late fee (rent)</td>
<td>$50.00</td>
</tr>
<tr>
<td>Replace access card or wristband</td>
<td>$45.00</td>
</tr>
<tr>
<td>Noise fine</td>
<td>$30.00</td>
</tr>
<tr>
<td>Residence transfer fee</td>
<td>$85.00</td>
</tr>
<tr>
<td>Room swap fee</td>
<td>$85.00</td>
</tr>
<tr>
<td>Porter rate - 1 Porter (per 30 min) (Bundoora campus only)</td>
<td>$40.00</td>
</tr>
<tr>
<td>Lock-Out fees (per academic year)</td>
<td></td>
</tr>
<tr>
<td>1st Time</td>
<td>Free</td>
</tr>
<tr>
<td>2nd Time and Onwards</td>
<td>$45.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item or Charge</th>
<th>Charge (AUD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bed s/b frame</td>
<td>$215.00</td>
</tr>
<tr>
<td>Bed d/b frame</td>
<td>$360.00</td>
</tr>
<tr>
<td>Mattress s/b</td>
<td>$183.00</td>
</tr>
<tr>
<td>Mattress d/b</td>
<td>$227.00</td>
</tr>
<tr>
<td>Doona s/b</td>
<td>$40.00</td>
</tr>
<tr>
<td>Doona s/b cover</td>
<td>$35.00</td>
</tr>
<tr>
<td>Linen (sheets only)</td>
<td>$20.00</td>
</tr>
<tr>
<td>Full bedding (sheets, doona &amp; cover, blanket)</td>
<td>$100.00</td>
</tr>
<tr>
<td>Blanket</td>
<td>$25.00</td>
</tr>
<tr>
<td>Mirror</td>
<td>$120.00</td>
</tr>
<tr>
<td>Curtains (per room)</td>
<td>$200.00</td>
</tr>
<tr>
<td>Curtains (common room)</td>
<td>$600.00</td>
</tr>
<tr>
<td>Coffee table</td>
<td>$250.00</td>
</tr>
<tr>
<td>Item</td>
<td>Price</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>Couch</td>
<td>$800.00</td>
</tr>
<tr>
<td>Lounge chair/tub</td>
<td>$400.00</td>
</tr>
<tr>
<td>Study/visitor chair</td>
<td>$195.00</td>
</tr>
<tr>
<td>Desk</td>
<td>$350.00</td>
</tr>
<tr>
<td>Flyscreen removed from window</td>
<td>$60.00</td>
</tr>
<tr>
<td>Fluorescent light (including globe/s)</td>
<td>$170.00</td>
</tr>
<tr>
<td>Television (subject to size)</td>
<td>Market Purchase Price</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Charges</th>
<th>Charge (AUD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cleaning (per room)</td>
<td>$65.00</td>
</tr>
<tr>
<td>Carpenters rate (hourly)</td>
<td>$80.00</td>
</tr>
<tr>
<td>Carpet replacement (per room)</td>
<td>$600.00</td>
</tr>
<tr>
<td>Carpet steam clean (per room)</td>
<td>$100.00</td>
</tr>
<tr>
<td>Cleaning (per room)</td>
<td>$65.00</td>
</tr>
<tr>
<td>Fire blanket</td>
<td>$40.00</td>
</tr>
<tr>
<td>Fire extinguisher 2.5kg dry chemical (refill or new)</td>
<td>$69.00</td>
</tr>
<tr>
<td>Fire extinguisher 4.5kg dry chemical (refill or new)</td>
<td>$80.00</td>
</tr>
<tr>
<td>Fire extinguisher 9L water (new)</td>
<td>$140.00</td>
</tr>
<tr>
<td>Tampering with fire equipment (no alarm/alarm activates)</td>
<td>Subject to MFB Charge</td>
</tr>
<tr>
<td>Fire alarm (accidental/negligent behaviour/malicious)</td>
<td>Subject to MFB Charge</td>
</tr>
</tbody>
</table>