

STUDENT RESIDENCY AGREEMENT 2023

THIS STUDENT RESIDENCY AGREEMENT IS BETWEEN:

Cromwell College (referred to in this document as the “**College**”)

AND

_____. (Referred to in this document as the “**Student**”)

IT IS AGREED AS FOLLOWS

1. Details

The Student warrants that his/her personal details are correctly set out in the personal details in Section 1 of the Residency Agreement documentation. Referred to in this Agreement as the “**Details**”.

2. Commencement of Agreement

This Agreement commences when the College receives the signed agreement from the student. This agreement will override any other documentation contained in any other College documentation such as the Resident Handbook and all the documents contained within it.

3. Acceptance of Admission as a Resident

The College agrees to admit the Student as a resident of the College, and the Student agrees to attend, on the terms and conditions set out (and those incorporated by reference) in this Agreement for the period of residency. This agreement does not confer a right to residency for subsequent years.

4. Period of Residency

The Residency Period is for a period of 34 weeks, commencing on the Start Date (from 8:30am on 12 February 2023 for First Year Residents and from 2:00pm on 18 February 2023 for all returning residents except QUT students who return from 2:00pm on 25 February 2023) up to and including the Finish Date (10.00 am on 19 November 2023) excluding the break between Semester 1 and Semester 2, subject to the following exceptions:

- First year residents commencing at the start of an academic year must participate in the College’s Orientation programme.
- The applicable Residency Fees will be adjusted as specified in the Schedule of Fees if the Student is admitted to the College at any time after the Start Date.
- Students who have an alternative start and finish date for their university schedule or who need to be in residence longer than 34 weeks can apply for a variation to the Residency Period, to which an additional fee may apply.
- Returning QUT students may return on the 18 Feb 2023 by notifying the College and paying the fee for the additional week of \$633.
- The period of residency is for the full academic year as highlighted above and any early termination of this agreement is subject to Clause 25.

5. Enrolled in full-time degree course

It is a condition of this Agreement that the Student must be enrolled, and participate full-time, in a degree course at a recognised Brisbane based university.

6. Academic Progress

Residence at the College is at the discretion of the College and is subject to the students compliance with the College's academic policy

The Student undertakes to keep the College informed about his/her academic progress and to notify the College of any change in his/her enrolment which may require consultation with the College within 5 working days.

The Student consents to the College obtaining from the University any information the College may require about the Student's academic progress or status. The Student agrees to complete a Third Party Authority form.

7. Fees and Charges

The Student agrees:

- to pay all Fees and Charges stated in the Schedule of Fees in the amounts and by no later than the due dates notified by the College in writing from time to time, and particularly those that are required to be paid prior to commencement of residence at the College.
- to pay any miscellaneous charges, such as guest meals, false alarm callouts etc, by the due date notified in the invoice/s sent by the College.

The College may, in its absolute discretion, terminate a Student's residency without further notice if any Fees or Charges levied by the College, including any required to be paid prior to commencement of residence at the College, are overdue and remain unpaid by 10 working days after the invoice due date.

Any variation to these payment arrangements is at the absolute discretion of the College and will be considered only in extenuating circumstances and upon receipt of written documentation supporting a request.

The College will publish its Fees and Charges on a GST inclusive basis.

8. General Conditions

The Student acknowledges that the Principal has full authority to maintain discipline and standards of behaviour of Students and has general responsibility for all College events, including Student Association events, as well as overall supervision of the College.

Students are to attend all official Cromwell College organized events including formal dinners, Welcome (Commencement) dinner, Academic Dinners and Valedictory Dinner unless University lectures/tutorials are held at the same time. Approval for non-attendance of College events must be given by the Deputy Principal.

The Student agrees, as a condition of this Agreement, to comply with the requirements

set out in the College's Student Handbook and to abide by the College's Student Code of Conduct, policies, procedures, conditions and guidelines, as varied from time to time at the absolute discretion of the College, which shall form part of this Agreement and which can also be obtained from the College.

9. Approved Absences

No rebate of fees will be made where a student leaves before the Finish Date (refer to clause 4) unless approved in advance by the Principal.

10. Assignment, Sub-Letting

- **No assignment, sharing or sub-letting**

The Student must not purport to assign or transfer this Agreement or to sub-let, part with or share possession of the room allocated to him/her.

11. Insurance and Loss of Property

The College accepts no responsibility for theft, loss or damage to the Student's personal property, however or wherever this may occur.

The College does not insure a Student's property of any description consequently the Student should take whatever action she considers necessary in relation to insurance of his/her property.

The Student undertakes to be responsible for the security of his/her own belongings and his/her College access fob/keys/gate pass, and will under no circumstance lend or give his/her fob/keys to any person other than a member of the College's administrative staff.

12. Access to Room

The Student holds a licence to the room allocated to him/her from time to time. The College may, at any time, change the room to which the Students is allocated. Under no circumstances should this Agreement be construed as a lease.

The College may enter the Student's room for any reason and at any time. The Student understands that occasionally it may be necessary for maintenance, housekeeping or emergency purposes. Except in the case of routine room cleaning or an emergency, every reasonable effort will be made to contact the Student before his/her room is entered by College staff.

13. Consent in the Event of an Emergency

Should the College require instruction, authority or direction on any extenuating circumstance concerning the Student (including consent for medical treatment), the College may act upon the instruction, authority or direction of his/her emergency contact, parent or legal guardian, as the College considers to be appropriate in the circumstances (see Details on Page 1).

Should the College be unable to contact a Student's emergency contact, parent or legal guardian, in the event of an emergency (including medical emergency), the College will take such action and do such things as it considers necessary or expedient for the welfare and wellbeing of the Student. The Student agrees to release the College from liability and to indemnify the College in respect of any costs or expenses that the College incurs as a result of the College taking action pursuant to this clause.

14. Change of Address

The Student must inform the College immediately in writing of any change to his/her name or the postal address, email address and/or telephone numbers of his/herself or of his/her parents/ guardians listed as his/her Emergency Contact(s).

15. Medical Conditions

The Student must accurately complete the medical form and disclose all relevant medical conditions. The Student agrees to inform the College immediately once the Student is aware of any changes to the information supplied on the medical form.

The Student acknowledges that the College cannot always meet a Student's existing, future or potential needs related to a Medical Condition.

16. COVID 19 Vaccination

Notification of COVID 19 Vaccination status to the College will be via the completion of the medical form as per Clause 15. The student's vaccination status will only be used for the Student's health and/or wellbeing.

Updated COVID 19 vaccinations are preferred and recommended for all residents.

17. Personal Information

The College will deal with Personal Information it receives from the Student in relation to this Agreement in accordance with the Privacy Act 1988 (Cth).

For the purpose of this Agreement, 'Personal Information' has the meaning given in the Privacy Act 1988 (Cth).

The Student authorises the College to use and disclose such Personal Information in such manner and in such circumstances as the College, in its absolute discretion, considers appropriate for the purpose of the College's functions and activities, or for the education, health, care, welfare or development of the Student.

Personal information is stored domestically. The College will only transfer Personal Information of Students overseas where:

- the Student has provided their express consent; or
- the transfer is authorised or required by law

18. Discipline

The College's disciplinary policies, rules and procedures apply to the conduct of the Student both inside and outside the College and whether or not the conduct is connected to College activities.

The College may, in its absolute discretion, determine when conduct of the Student warrants discipline and may apply such discipline as the College considers appropriate, including the termination of this agreement, having regard to the College policies, rules and procedures in force from time to time, the conduct of the Student and the health and wellbeing of the student, the other students and staff of the College.

19. No Warranty

The College does not warrant that it will achieve any particular outcome in respect of the Student or that it can control the behavior or activities of other Students — associates or residents — or their guests.

20. Exclusion of College Liability

To the fullest extent permitted by law, the Student agrees that the College and the College's employees and agents are not liable to the Student for any injury, loss or damage resulting from:

- any act or omission by the Student and/or any other Student or person in the Student's Room and/or the College; or
- any malfunction, breakdown, interruption or failure in relation to the supply of services to the College or the Student's Room.

21. Media Consent - photographic/video/audio/communication

By signing this Agreement the Student agrees that the College may take and use (on an ongoing basis, even after the Student ceases to be a resident of the College) any photographs, video or sound recordings of the Student and any other reproductions or adaptations of the Student's likeness ("the material"), either in full or part, in conjunction with any wording or drawings, in any College publication, production and presentation.

These publications include but are not limited to the College magazine, website and brochures. The Student agrees that he/she has no rights in the material or in any College publication, production or presentation which includes the material.

If the Student does not give their consent they must notify the Principal in writing when returning this Agreement

22. Alumnae Contact Information

By signing this Agreement, the Student gives permission for their contact details to be maintained in the College database after his/her residency ceases.

23. Removal of Property at end of Residency

The Student must vacate his/her room and remove all of his/her belongings by 10.00 am on the date that his/her residency finishes.

24. Abandoned Property

Any goods that the Student has not removed from the College at the end (or upon earlier termination) of this Agreement are deemed to have been abandoned and will become the property of the College 1 month from that date and may be disposed of as the College deems fit.

25. Termination of Agreement by Student

25.1 Termination by Student

This Residency Agreement is for 34 weeks. The Student must give two (2) weeks' notice of their intention to leave College in writing to the Principal for approval to terminate his/her Residency Agreement unless a reduced notice

period is agreed to by the Principal.

The College is under no obligation to release the Student and/or his/her financially responsible parent/guardian from this Agreement. If the Student wishes to be released from this Agreement, for reasons outside the College's control (e.g. the Student withdraws from University, has financial or health difficulties, etc.) prior to the completion of the Agreement, the Student will pay a withdrawal fee of \$4,000.

The Student may apply to have the withdrawal fee waived due to exceptional circumstances at the sole discretion of the Principal. The application must be accompanied by supporting documentation to substantiate the request. No application for release from a contract will be considered without supporting documentation.

Any Fees and Charges paid for the semester by the Student will be forfeited on termination of the agreement. Termination of the Student Residency Agreement will terminate any bursary, scholarship or financial assistance agreement offered to the student.

25.2 Termination by College – Breach by Student

The College may at any time by written notice to the Student (which may be delivered by email) and without prejudice to its other rights and remedies, immediately terminate this Agreement (and the Student's residency) if in the opinion of the Principal the Student has breached this Agreement, the requirements of the College's Handbook, the Student Code of Conduct, other relevant policies, guidelines, rules or procedures.

If the College terminates this Agreement the Student must by 10.00 am (or any other time specified) on the date in the notice of termination:

- vacate the College
- leave his/her room in a clean and tidy state
- remove all of his/her personal property.

Any Fees and Charges paid for the semester by the Student will be forfeited.

25.3 Force Majeure

If a Force Majeure event occurs, the College may, in its discretion do any one or more of the following:

- require the Student to vacate his/her room for the period identified in a written notice
- impose restrictions on movement of the Student
- require the Student to quarantine in the place and on terms required by the College
- suspend the terms of this Agreement for the period notified in writing by the College
- change the period of the Residency Period and/or the Start Date and the Finish Date and/or any term dates
- terminate this Agreement.

If the College exercises its discretion pursuant to this clause 25.3, the College may, in its discretion, adjust the Residency Fee.

26. Waiver and Exercise of Rights

A single or partial exercise or waiver by a party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right. A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

27. Delivery of Notice to Student

Unless a different method of service is expressly required in regard to a provision of this Agreement, delivery of a notice to the Student may be effected by personal delivery, email, or by letter addressed to the latest home address as notified by his/her to the College.

28. Governing Law and Jurisdiction

This Agreement is governed by the law of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of that State.

Definitions in this Agreement:

“Agreement” means this Agreement and includes any variation(s) agreed in writing from time to time.

“Deposit” means the Deposit described in the Fees and Payment Schedule to the Agreement.

“College” means Cromwell College

“Details” means the personal information and details contained in Clause 1 of the Agreement.

“Fees and Charges” means the amounts in the Fees and Payment Schedule. Fees for the following year are set in October by the College Council.

“Finish Date” means the date identified in Clause 4 as the Finish Date.

“Force Majeure Event” means an event outside the control of the College which adversely affects the capacity of the College to comply with the obligations of the College under this Agreement and includes (without limitation) a pandemic, outbreak of infection or illness, war, civil unrest, terrorist attack, fire, flood, weather event or the consequences of a weather event and closure of or restriction of access to the campus to the University of Queensland for any reason or a change of the Law.

“Full-Time” means a load equivalent to four courses i.e. 8 units at UQ / 48 units at QUT or 6 units at UQ / 36 units at QUT if approved by the Deputy Principal. For other universities student enrolment expectations would be equivalent.

“Medical Condition” means any form of disease, illness, injury or abnormality in the body or mind that interferes with a person’s usual activities or feeling of wellbeing and includes any physiologic, mental or psychological condition or disorder diagnosed by a registered Doctor of Medicine or registered health care professional.

“Orientation Week” means the program of activities and presentations, provided to Students who are new to the College prior to their commencement as residents.

“Principal” means the Principal & CEO of Cromwell College or a person acting in that role from time to time.

“Residency Fee” means the Residency Fee stated in the Fees and Payment Schedule to the Agreement for the Residency Period.

“Residency Period” has the meaning in clause 4.

“Start Date” means the date identified in Clause 4 as the Start Date.

“University” means any tertiary institution approved by the College which has a campus in Brisbane.

“Working Day” means a day that is not a Saturday, Sunday, public holiday or special holiday in Queensland.

ACCEPTANCE

By signing this document the Student accepts the offer of residency at Cromwell College and agrees to attend for the period stated and subject to the terms and conditions of, and incorporated into, this Agreement and he/she acknowledges that:

- the student has read, understood and will comply with the terms and conditions of this Agreement (including the Fees and Payment Schedule) and the College’s Student Handbook; and other College policies, procedures, rules, conditions and guidelines, which (as varied from time to time) form part of this Agreement
- it is a condition of this Agreement that the student has at all times provided (and during the term of this Agreement will continue to provide) true, complete and correct information to the College.
- the student has had the opportunity to seek independent legal advice and that she enters into this Agreement freely and voluntarily
- no promises, representations, warranties or undertakings either express or implied have been given by or on behalf of the College in relation to the suitability of the room or services for his/her as an individual Student

This document creates a legally binding agreement with the College.

THIS STUDENT RESIDENCY AGREEMENT IS BETWEEN:

Cromwell College within the University of Queensland (referred to in this document as the “College”)
AND

_____. (Referred to in the Residency Agreement as the “Student”)

Student's Name:

Signature:

Date:

A parent/guardian must sign to guarantee the payment of residency fees for the student named in this Residency Agreement:

Name:

Signature

Date: