



RULES OF OCCUPANCY

To ensure the safety, security and comfort of all residents please note the following **'Rules of Occupancy'**. Please read these rules and if you have any questions or need a translator, ask for help at Reception.

Introduction

The Rules of Occupancy outlined below serve as an integral part of the Residential Agreement, a document signed by all residents upon commencing their stay in the Village. These Rules and the Resident Handbook act as a supplementary guide and contain supplementary terms and conditions, offering direction on the standards and procedures Residents are expected to follow throughout the Term of their Residential Agreement. A breach of these Rules constitutes a breach of the Residential Agreement, which may result in termination of the Resident's right to stay in the Village.

The Manager's decision, acting reasonably, on whether or not a Resident has breached the rules is binding on residents.

All residents are bound by the University's policies made under the National Higher Education Code to Prevent and Respond to Gender-based violence.

Updates to the Rules may be communicated to residents periodically throughout the year via email, QR codes, and flyers.

It's crucial to recognise that the expectations outlined in the Rules are not exhaustive. By becoming a resident, individuals automatically join the Village community and are expected to fulfill responsibilities and obligations as good neighbours and citizens.

Residents are encouraged to reach out to the experienced Village staff for any queries or concerns during their stay. No question is too small or large to be addressed.

Feedback from residents is welcomed. In the event of a formal complaint, residents are urged to inform the staff to initiate the formal complaints process in the Resident Handbook and ensure prompt resolution.

Feel free to seek assistance or clarification from the Village staff for any specific inquiries or concerns you may have during your stay.

Important note to residents who are students of Western Sydney University

Residents who are Western Sydney University students are bound by the University's Student Misconduct Rule and other relevant University rules and policies. If Management forms the view that breach of the Rules or Residential Agreement by a Western Sydney University student amounts to misconduct, Management may, in addition to exercising rights under the Residential Agreement, report the breach to the University's authorised officer under the Student

Misconduct Rule or other relevant Western Sydney University rule of policy. The exercise of rights by the University under the Residential Agreement is at Management's discretion and is not dependent on the outcome of any investigation or determination under the Student Misconduct Rule or any other rule of policy of the University. If a resident is found to have engaged in misconduct under the Student Misconduct Rule, Management may treat the finding of misconduct against the resident as a breach of the Residential Agreement.

Interpretation

In the context of this document, terms written in capital letters carry the same meaning as assigned to them in the Residential Agreement. The subsequent definitions provide clarification for the following terms:

'Administration Fee' means an amount notified to the resident by the Management of the administrative costs incurred and/or loss suffered by Management in attending to and/or rectifying any issues arising from or in connection with a breach or non-compliance with the Rules (or part of the Rules) by resident(s), which the Manager may charge the resident (and the resident must pay as a debt due on demand).

'Management' means the persons managing the Village.

'Misconduct' means any failure to meet generally accepted standards of behaviour in the Village, as determined by Management. and includes without limitation unacceptable behaviour outlined in Rule 8 and 'general misconduct' as described in Part J (Dictionary and Delegations of Authority) in the University's Student Misconduct Rules **Student Misconduct Rule / Document / Policy DDS**.

'University' means Western Sydney University.

'Village' refers to the student accommodation facility, owned by Western Sydney University, the subject of the Residential Agreement. Village locations: Campbelltown, Hawkesbury, Nirimba, and Penrith.

1. Eligibility of Residents

All residents must be enrolled at Western Sydney University (or with a controlled entity of the University) or a vocational education or training course registered with the Australian Skills Quality Authority or a Higher Education Course registered with the Tertiary Education Quality and Standards Agency. Residents must provide a Certificate of Enrolment. It is the responsibility of all residents to ensure Village management are notified of any changes in their enrolment status.

2. Induction and Orientation Sessions

All residents (including new, and continuing) must complete the Village induction process on an annual basis. This includes completing online modules prior to checking-in and attending at least one orientation session within one month of checking-in to the Village (or at the earliest available session during the term of their Residential Agreement). Returning residents are required to complete their online induction prior to their new Residential Agreement starting.



Short-term residents will receive an induction session upon arrival at the Village.

It is compulsory for all residents to attend all training related to Gender-based violence when requested by the University. There may be more than one training session in the course of a year.

Attendance by all residents to at least one orientation session is mandatory, as it is designed to:

- **educate** residents living within the Village community with individuals from diverse cultures and backgrounds.
- **communicate** the standard of behaviour expected of residents (as set out in these Rules of Occupancy).
- **advise** residents of the applicable Village policies and procedures (such as fire safety measures, emergencies, incident management and disciplinary protocols).
- **build awareness, -prevent and respond** to Gender-based violence.

Residents who fail to attend a scheduled orientation session must, when requested, attend a one-off session (at a time nominated by Management) to ensure they are adequately inducted to the Village.

3. Visitors and Overnight Guests

A visitor is defined as a person who is meeting with a resident for a short period of time, while a guest is defined as a person who is staying overnight (between the hours of 10:00pm and 08:30am) with a resident. All residents must ensure that their visitors register at the Village reception and comply with these Rules of Occupancy. Residents must advise their fellow housemates of any visitors present in the apartment. All visitors are required to leave the Village by 10:00pm. Any visitor present in the Village after the specified time will be considered an “unauthorised person” to which Rule 35 (Trespassing) applies.

While Management does not actively encourage overnight guests, occasional instances are recognised. Residents are allowed to have overnight guests for short periods, not exceeding two consecutive nights within any 30-day period, with the consent of other apartment residents.

To ensure adherence to fire and safety regulations, as well as consideration for the rights of other residents living in multi-share apartments, the following procedures must be followed when a guest stays between 10:00pm and 8:30 am:

- a) All apartment residents must be informed and provide approval for the guest's stay.
- b) The guest must be registered at the Village reception.
- c) Visitors or guests of a designated single gender apartment are prohibited from having a visitor or guest of another gender visit or stay within the apartment.

Any person found occupying a room without following the specified procedure will be considered unauthorised and residents who permit unauthorised guests to stay are in breach of their Residential Agreement.

A guest must leave the Village immediately if requested to do so by Management, irrespective of whether or not the procedure was followed at the absolute discretion of Management.

Residents are responsible for the behaviour of their visitors and guests; residents may be held responsible for any breach of the Rules by their visitors or guest, including financially where applicable.

This rule emphasises the importance of residents ensuring that their guests adhere to the rules and guidelines of the Village.

4. Sub-Letting

Residents are not permitted to sub-let their room or any part of their room under any circumstances.

5. Key and Apartment Access

Each resident will be issued with one key and or electronic access device for access to their room/apartment and to Village common areas.

Lost keys or electronic access devices must be reported immediately to Management. Residents will be issued replacements at a cost, depending on the required changes. Faulty items can be returned for free replacement. Damaged items due to resident misuse will incur a replacement cost.

Residents must not share or give their keys or electronic access devices to any other person.

Duplication of keys or access cards is not allowed. Only Management or an authorised locksmith can alter locks.

If they are locked out, residents must verify their identity at reception. After-hours lockouts should be reported to designated personnel. Fees for lock-out calls and replacement costs are detailed in the Resident Handbook.

Management advises keeping doors and windows locked when not in use to prevent unauthorised access. Residents are collectively responsible for securing common areas. The Village assumes no liability for personal property. Refer to Rule 22 (Insurance) for more information.

6. Incoming Condition Reports

Upon arrival to the Village and moving into your room/apartment, you will be provided with an incoming condition report within the first 48 hours.

Residents must thoroughly inspect their room/apartment within 7 days of moving in and report any damaged or missing items to Management by returning the incoming condition report. This form



includes a comprehensive list of all expected items in the room/apartment. Residents should also inform Management of any cleanliness concerns in the room/apartment or the apartment common areas when submitting the ingoing condition report. Requests for maintenance/repair should be submitted through the Resident Portal (see Rule 30). Management will address reported issues and take corrective action as needed.

If you don't return the completed, dated, and signed condition report within the first **7 days** of moving in, Management will take it you are satisfied with the condition of the apartment as indicated on the report and that it was in a good and undamaged condition when you moved in.

Upon vacating, residents may be charged a reasonable amount, as determined by Management, for missing or damaged items and for damage not reported within the specified timeframe.

7. Cleaning

All residents are responsible for the day-to-day cleaning of their room/apartments.

Residents in multi-bedroom apartments with shared apartment common areas are required to:

- (i) equally participate with other residents in regular cleaning of the apartment common areas, possibly by agreeing on a cleaning roster.
- (ii) clean and maintain cleanliness for all appliances and surfaces within the apartment.
- (iii) clean and ensure the cleanliness of internal areas, as well as external surfaces next to, beneath, and surrounding the cooktop, range hood, oven, microwave, and refrigerator equipment.
- (iv) regularly remove garbage from the apartment.
- (v) place personal items in designated kitchen cupboard.

All residents share responsibility for maintaining all shared spaces within an apartment — including but not limited to, kitchens, bathrooms, and common areas — in a satisfactory condition. If, during inspections, any shared space fails to meet cleanliness and hygiene standards, all residents of that apartment may be charged for additional cleaning required to restore it to an acceptable condition.

Vacuum cleaners are available for loan by Residents at the Village reception. If a resident has borrowed a vacuum cleaner from Management and fails to return it within the specified loan period, Management retains the right to charge the resident a late return fee.

Residents are responsible for regularly checking and emptying vacuum cleaners after each use. If a resident observes that a vacuum cleaner needs repair, they must promptly notify Management. Any resident found to be abusing or deliberately misusing a vacuum cleaner will be charged for the repair or replacement costs. This policy ensures the proper use, maintenance, and timely return of borrowed equipment.

Residents must supply their own cleaning materials and equipment except for the vacuums made available via reception.

Regular cleaning services can be made available, at a cost, should residents choose. Should residents be interested in taking up this service they should speak to the team at reception.

When vacating a room/apartment, residents must ensure the removal of all personal belongings and leave the space clean, tidy, and in the same condition as it was on the date of first occupation.

This is subject to fair wear and tear, taking into consideration any notice submitted to Management in accordance with Rule 6 (Ingoing Condition Reports).

Failure to comply with this rule may result in Management charging residents for the cost of professionally cleaning the room/apartment to meet the required condition.

8. Unacceptable Behaviour

All residents are obligated to treat fellow residents, visitors, guests and staff, and contractors with dignity and respect, irrespective of their characteristics such as gender identities and gender expressions, marital status, race, religion, disability, age, political beliefs, family responsibilities, parental status, sexual orientation, or physical features.

Residents are strictly prohibited from engaging in any form of theft, discrimination, bullying, threats, violence, intimidation, sexual harassment, or harassment, whether through online means (such as email or social media) or otherwise. Management enforces a zero-tolerance policy towards unacceptable behaviour, including but not limited to:

- Harassment
- Discrimination
- Sexual harassment
- Sexual assault
- Gendered based violence
- Bullying
- Cyber-bullying
- Unauthorized image or recording sharing
- Assault

Residents must comply with any directive from Management to cease such behaviour.

Residents witnessing or experiencing such behaviour should report it immediately to Management, which will investigate and address the complaint. Outside office hours, report to the Evening Duty Manager.

Western Sydney University students affected by such behaviour are advised to contact the University's welfare and counselling service for support (and students of other institutions should contact the welfare and counselling service at their own institution).



9. Noise

EXCESSIVE NOISE IS NOT TOLERATED and is considered a breach of the Rules of Occupancy.

Residents are required to be considerate of fellow residents living in their shared apartment and within the Village. Any audio devices such as televisions, speakers/stereos, and musical instruments should be adjusted to avoid disturbing other residents within an apartment or the Village. Compliance with Management's instructions on noise minimisation, especially in response to noise complaints, is mandatory.

Residents are obligated to adhere to the Village "Noise Policy," available in the Resident Handbook, Annexure 1, or from the Village Reception.

10. Smoking

Smoking or vaping of any kind is **not permitted** anywhere within the Village. Smoking or vaping of any substance is prohibited in the room and/or apartment and all Village buildings, including all undercover outdoor common areas within the Village.

If Management suspects a resident is violating this rule, they may request the removal of any smoking-related substances or apparatus from the room and/or apartment. This includes items such as cigarettes, e-cigarettes/vapes, hookah or shisha pipes, or associated paraphernalia.

Failure to comply with the removal request allows Management to confiscate and hold such items until the resident leaves the Village. Violations comprise a breach of the Residential Agreement and may lead an administration fee, covering cleaning for removal of smells/smoking stains including repainting of walls or steam cleaning of carpets and soft furnishing including blinds and curtains along with any storage costs for confiscated apparatus.

11. Smoke Detectors and Fire Equipment

There are smoke detectors in each apartment as well as throughout the Village including common areas. These devices are there for your safety and must not be tampered with or covered in any way.

Smoke detectors are very sensitive and can be triggered by steam, fumes, smoking, cooking, fire, or tampering. If the detector is triggered, with or without the alarm sounding, the NSW Fire and Rescue Service has a mandatory obligation to attend and is contacted automatically through the fire safety systems.

Fire blankets, extinguishers, and/or fire hoses are available in all kitchens and/or apartment common areas. They are intended for use in small fires, such as stove-top fires involving ignited oil. Residents must promptly notify Management and return all used fire blankets and/or extinguishers for immediate replacement.

Regular checks on fire equipment, including extinguishers, hoses, fire alarm boxes, smoke detectors, exit signs, and evacuation maps, are

conducted by Management. Residents are not permitted to remove, cover or otherwise tamper with any fire equipment. Tampering with fire equipment, including exit signs, door closers, smoke detectors, and fire extinguishers, is illegal. Violators may face fines, criminal penalties, and an administration fee.

Any costs associated with repairing or replacing fire equipment due to breach of this Rule will be charged to the responsible resident(s). If the responsible party cannot be identified, the cost will be divided equally among all residents of the apartment, or as deemed applicable by Management.

12. Fire Alarms

Fire alarms can be triggered by several factors, including but not limited to fire, steam, fumes, smoking, cooking, aerosol spray or tampering. In the event of a fire residents must call emergency services immediately by dialling "000" or immediately contact Management if you are unsure what to do.

Residents are held responsible for any charges imposed by the fire and rescue service, Village monitoring services, and/or security for the activation of a false fire alarm, whether intentional or due to negligence. Management may treat a false alarm as a violation of these Rules.

During showers, residents must ensure that the bathroom door is closed to prevent excessive steam triggering a fire alarm. Additionally, residents should always use bathroom exhaust fans when showering and follow installed signage for kitchen exhaust fans and range hoods during cooking, as specified in Rule 13 (Cooking).

The NSW Fire and Rescue Service will automatically be able to identify which room/apartment triggered the fire alarm and the cost of their attendance will be passed onto the resident of the subject unit.

13. Cooking

Cooking is only permitted in the designated kitchen area(s) of an apartment or, in the communal kitchen area allocated by Management. Cooking equipment, including but not limited to hot plates, toasters, rice cookers, electric woks/fry pans, and other mobile cooking devices, is strictly prohibited in rooms or any other area within the apartment except the kitchen. Residents are also instructed not to leave their food items and personal cooking utensils in communal kitchen facilities.

Barbecue grills and charcoal fluid are deemed potential fire hazards and are not allowed anywhere in the Village. Refer to Rule 33 for information on the use of BBQs supplied by Management.

When cooking in apartments and communal kitchen facilities, residents must exercise reasonable care, use the equipment for its intended purpose only, and ensure that the exhaust fan and/or range hood (as applicable) is activated during cooking. Compliance with any installed signage in kitchens is also required. Failure to adhere to these



guidelines is likely to trigger smoke detectors, leading to alerts for the local fire brigade. In the event of a false alarm caused by a resident's non-compliance with Rule 13, consequences are outlined in Rule 12 (Fire Alarms).

14. Alcohol

Management acknowledges that alcohol is enjoyed by many members of the broader community. Generally, Management does not intend to restrict adult residents from drinking at the Village but rather encourages moderation and a responsible approach towards alcohol consumption. The goal is to foster an environment where residents, aged 18 and above, can freely and knowledgeably decide on the extent of their alcohol intake without societal pressures to engage in excessive drinking. However, individuals under the age of 18 are strictly prohibited from consuming alcohol at the Village.

Activities such as alcoholic drinking games that promote binge drinking or excessive and disorderly drunkenness are **NOT** allowed. Drinking games have the potential to encourage excessive drinking, impede social interaction, and compel participants to exceed their limits. These activities can rapidly lead to severe intoxication, posing risks to the safety, security, and well-being of both the participants and the Village community. The host of such events and other participants may be held accountable for any adverse outcomes resulting from excessive drinking.

Residents are obligated to adhere to any policies, rules, or guidelines established by the University pertaining to alcohol consumption.

15. Gambling and Gaming

Gambling is strictly prohibited within the Village.

16. Running a Business from the Village

Residents are strictly prohibited from operating any form of business, including online ventures, from their room, apartment, or any other area within the Village without the prior written consent of Management. This consent, which may be withheld or subject to specific conditions, is granted at the absolute discretion of Management.

17. Your Room / Apartment

Residents are not permitted to make any alterations, additions, or renovations to the room/apartment without prior consent of Management. Residents cannot change or tamper with any common property element, including the front doors, which are associated with an individual room / apartment.

Furniture provided in a room and/or apartment must remain within that designated space and is not allowed to be relocated to another room, apartment, or any other area within the Village, even on a temporary basis. The furniture is specifically intended for use inside rooms and apartments, unless expressly designated for outdoor use.

Residents are prohibited from placing or storing personal items, including but not limited to shoes, shoe racks, boxes, or other belongings, in common corridors or walkways within their accommodation facility. Such obstructions pose a significant fire and safety hazard by impeding evacuation routes and emergency access. Residents must keep all corridors clear at all times in accordance with fire safety regulations.

Residents are strictly prohibited from installing, bringing in, or using any additional furniture or furnishings, including beds and mattresses, that are not supplied by Management without obtaining prior written consent from Management. Costs incurred by Management for the removal, storage, disposal, and/or repair of any furniture or furnishing due to a breach of this rule will be passed on to the resident(s) responsible, in accordance with Rule 25 (Damage Charges).

18. Emergency Procedures and Evacuation

All residents must make themselves familiar with the emergency evacuation procedure and must ensure their visitors and guests are familiar with those procedures.

Evacuation maps are prominently displayed in various locations throughout the Village. These maps indicate the specific location where they are posted, their proximity to the nearest exit, and provide clear instructions on the steps residents should take to vacate the premises safely in the event of an emergency.

Evacuation exercises will be carried out throughout the year. Residents must comply with all directions made by Management during evacuation exercises.

19. Garbage

It is a resident's responsibility for the regular and timely removal of all garbage from their rooms, apartments, and areas immediately outside the apartment entry doors.

There are multiple garbage bins provided for residents to properly dispose of their rubbish. It is essential for residents to place their rubbish in the designated garbage and recycling bins and refrain from placing garbage adjacent to or on top of these bins. Leaving garbage outside of rooms or apartments is not permitted.

Failure to adhere to these waste disposal procedures may result in charges imposed by Management for the costs associated with cleaning, removal, and/or disposal of the garbage.

20. Animals

Residents are strictly prohibited from keeping pets or bringing animals to the Village, including but not limited to fish, rodents, insects, and reptiles, in their room, apartment, and/or the Village. Furthermore, residents are not allowed to bring any animals into any building within the Village. This rule does not apply where there is an exemption given under the University's Animals on Campus Policy, which in most instances will only apply to assistance animals that meets the



requirements of section 9 (Disability discrimination – guide dogs, hearing assistance dogs and trained animals) of the *Disability Discrimination Act 1992* (Cth) or Western Sydney Area Health Service accredited therapy dogs.

21. Shopping Trolleys

Shopping trolleys are **not** permitted in the Village at any time, for any reason. Any resident found to have brought a shopping trolley(s) into the Village will be charged an administration fee as well as any amount incurred to return the trolley/s.

22. Insurance

The Village does not take any responsibility for the personal property of residents and their guests. It is strongly advised that residents maintain insurance protection to cover potential loss, damage, or theft of personal property.

23. Laundry

Residents may use of the Village laundry facilities for a fee, with access granted during the designated operational hours. These facilities are designated for the exclusive use of residents, and residents must not allow non-residents entry or use of the Village laundry facilities.

It is the responsibility of residents to provide their own washing supplies and ensure that the area is left clean and tidy after use.

Any laundry left unclaimed in the Village laundry facilities for more than 7 days will be considered abandoned and may be donated to a local charity at the discretion of Management.

Residents should be aware that any items left unattended in the facilities are at their own risk, and the Village is not accountable for any damage or loss incurred to clothes or other items during the use of the laundry facilities.

Residents are expected to use the equipment provided in the Village laundry facilities for its intended purpose only. The individual responsible for any damage to the laundry equipment will be charged for the cost of repair or replacement, along with an administration fee.

Residents are not permitted to install their own washing machines or dryers, of any kind, within their room / apartment.

24. Misconduct

No resident (whether a University student or not) may engage in Misconduct while in the Village or on University grounds or during any activity associated with the University. Any Misconduct by them comprises a breach of their Residential Agreement.

All residents must comply with all laws and with generally accepted standards of behaviour in the Village, as determined by Management. Failure to do so is a breach of their Residential Agreement.

Further, Misconduct by residents who are students of the University is subject to the University's Student Misconduct Rule.

A resident compelled to leave the Village for Misconduct typically does not have the opportunity to return to their room/apartment, except through prior arrangement with Management and only for the purpose of collecting their possessions under the supervision of Management. If an individual's Residential Agreement is terminated due to misconduct, Management retains the right to reject any future applications for residency from that individual at the Village or at any other Western Sydney University Accommodation.

25. Damage Charges

Any resident issued an invoice for charges associated with the repair, restoration, or replacement of any damaged or lost Village property is required to either make the payment or contact Management within 7 days from the date of the invoice. Residents may use this 7-day period to review the charges and discuss payment plans with Management if required. Any invoice not contested within the initial 7-day period is considered final and is no longer eligible for review.

26. Bicycles, skateboards, scooters, and motor bikes

Residents are prohibited from using bicycles, skateboards, and scooters (motorised or otherwise) in areas of the Village where signage expressly prohibits their use. Bicycles, scooters, and bikes should be secured exclusively to designated bicycle racks throughout the Village. Leaving bicycles and scooters unattended or securing them to other objects such as benches, light posts, trees, handrails, disabled access ramps, fire safety infrastructure, or placing them in hallways or stairwells that obstruct or impede access is strictly forbidden.

Bicycles and scooters found in violation of these rules, especially if they pose a safety hazard, may be removed, and confiscated by Management. In such cases, an administration fee may be charged for the return of the confiscated bicycle or scooter. It is emphasised that bicycles and scooters are not allowed inside rooms or apartments, including on balconies, decks, patios, or porches.

The Village holds no responsibility for the security, theft, loss, or damage of bicycles or scooters secured via bicycle racks or left elsewhere in the Village. It is strongly recommended that residents use U-bolt locking devices to secure bicycles and scooters throughout the Village.

Bicycles and scooter must be registered with reception; residents must ensure the registration tag supplied by Management is attached to the bicycle or scooter and clearly visible particularly while locked in the allotted space.



Management has the right to remove and dispose of any bicycle or scooter not adequately identified, secured, or stored in an incorrect space.

Residents are not permitted to store or charge an e-scooter or e-bike battery, of any kind, within their room or apartment. There are no facilities within the Village that will permit charging of e-scooter or e-bike batteries of any kind.

Parking of motorcycles at the rear of, or inside, any accommodation facility is strictly prohibited. This restriction is in place to ensure safety, prevent property damage, and maintain the appearance of the Village. All motorcycles must be parked only in designated motorcycle parking bays around Western Sydney University parking bay areas. If you wish to park in a car park bay, you must purchase a permit from the University.

27. Away from the Village

If you plan to be away from the Village for a period exceeding 48 hours, please notify Management and provide an emergency contact number. The purpose of this notification is to allow Management to contact you urgently if necessary and to prevent unnecessary concern.

In the event that another resident or a Resident Assistant reports to Management that you have not been seen for 48 hours without prior notification of your absence, Management considers this an emergency. In such cases, Management may enter your room/apartment to ensure your well-being. If you are reported as being absent from the Village for more than 72 hours, and there are no records of your whereabouts, Management may take the step of reporting you as a missing person to Police and/or contacting your next of kin. This protocol is in place to prioritise resident safety and well-being.

28. Drugs and illegal substances

The possession, cultivation, usage, or sale of any non-prescribed, synthetic, or illegal drugs and/or substances, including 'Nangs' (nitrous oxide canisters), as well as the usage or sale of prescribed drugs for purposes other than their intended use, and the possession of any equipment facilitating such activities are strictly prohibited at all times within the Village.

If Management has reasonable grounds to suspect that a resident is in violation of Rule 28, they may take the following actions without limitation:

- (i) Request the immediate removal of such substances and/or equipment from the Village by the resident.
- (ii) Confiscate such substances and/or equipment; and/or
- (iii) Report the illegal drugs/substances to Police.

These measures are implemented to ensure the safety and security of all residents in the Village.

29. Heating and Open Flames

Heaters are provided for every room/apartment. To prioritise safety, the use of heaters with exposed elements, small fan heaters, and bar heaters are prohibited within the Village. If a resident feels they require additional heating, subject to prior consent from Management, only an enclosed column heater with a maximum capacity not exceeding 1,200 watts will be permitted.

It is essential for residents to exercise common sense when using these heaters, ensuring they are not left unattended during operation.

Residents are strictly prohibited from placing any items of clothing or other articles over or near a heater. Adherence to these guidelines is crucial to maintaining a safe living environment within the Village.

To mitigate risks to life and property damage, the use of candles, open flame torches, incense, diffusers, and other open flame devices are strictly prohibited inside or around buildings in the Village. This includes rooms and apartments. This rule is in place to prioritise the safety and well-being of all residents and to prevent potential fire hazards within the Village premises.

30. Maintenance

Maintenance operates Monday to Friday within business hours; any maintenance issues reported outside of these hours will be attended to the following business day.

All repairs or maintenance issues are to be reported via the residential portal. Maintenance work will be attended to by the Facility Services team in a timely manner depending on the workload scheduled for the day.

Residents are required to promptly report to Management any issues they believe pose a safety or security risk. Management will make every effort to address urgent repairs as soon as possible, depending on the nature and extent of the problem. However, immediate resolution may be constrained by factors such as contractor availability and the availability of required parts.

Residents are explicitly prohibited from attempting to repair or replace electrical, plumbing, heating, security equipment, glass, or any other item within the Village. Additionally, residents are not allowed to engage third parties for such repairs. The cost of any necessary repairs or replacements in the Village resulting from a deliberate act, omission, or negligence on the part of a resident(s) will be charged to the responsible resident(s). This Rule is in place to ensure the safety and proper maintenance of the Village premises.

In the case of an emergency, such as a flood, a malfunctioning shower, a room door that won't lock or open, or a tripped RCD, resulting in no power, residents are instructed to contact reception for immediate assistance. The contact number can be found in the Resident Handbook, and these services are available 24 hours a day.



For all other non-emergency maintenance or repair requests, residents are required to submit their requests via the Resident Portal. Management will address these requests as deemed appropriate, ensuring that non-urgent matters are attended to through the established maintenance system. This helps streamline communication and ensures that resources are allocated efficiently to meet the needs of the Village community.

31. Access to Rooms

By signing a Residential Agreement, residents agree to provide access to their rooms/apartments as outlined in the Minimum Notice Table below. Please note, Management is not required to give notice for access and/or inspection of apartment common areas in multi-bedroom apartments.

Despite the Minimum Notice Table, Management may enter the room/apartment with the resident's consent, given prior to, at, or immediately before the time of entry, or when the resident agrees to the entry. Additionally, when Management accesses and inspects a room/apartment under this rule, they reserve the right to enforce a breach of the Residential Agreement and/or Rules (or any part thereof), irrespective of the purpose for which access was granted.

Minimum Notice Table

Purpose of Entry	Minimum Notice (given to you)
(a) In an emergency or to carry out urgent repairs (determined by Management and at its discretion)	Without notice
(b) Where Management has made a reasonable attempt to obtain entry and has a reasonable belief that a person in the room/apartment is causing a disturbance (e.g. noise complaint)	Without notice
(c) Where Management has made a reasonable attempt to obtain entry with consent and has reasonable cause for serious concern about the health and/or safety of a resident(s) or any other person that Management believes is in the room/apartment	Without notice
(d) Where Management forms a reasonable belief that a room and/or apartment has been abandoned	Without notice
(e) Where Management forms a reasonable belief that you have failed to comply with your duties under the Residential Agreement	Without notice
(f) To carry out or assess the need for necessary repairs (other than urgent repairs) to, or maintenance of, the room/apartment (at your request or for general purposes)	Without notice where your request gives consent for access and otherwise, 24 hours

(g) To carry out, inspect, or assess the need for work for the purpose of compliance with the Operator's statutory obligations relating to the health or safety of room, apartment or Village (as applicable)	24 hours
(h) To conduct an inspection (other than final departure inspections, where not less than 24 hours' notice is to be given) <i>Notice may be given by way of an Inspection Schedule.</i>	2 days
(i) To show prospective occupants the room/apartment at reasonable hours	Reasonable prior notice (but not less than 24 hours unless agreed otherwise by you).

In situations where notice is required based on the Minimum Notice Table, Management acknowledges that specifying the exact time for access might not be possible. Instead, Management will make reasonable efforts to indicate a time period (e.g. prior to or after midday) within which the entry may occur. Residents are encouraged to be aware of and adhere to the provided time frame.

When Management provides residents with a schedule in advance for room/apartment inspections over a specific period (e.g. fortnightly, monthly, half-yearly, yearly, or any other applicable period), referred to as the Inspection Schedule, residents are deemed to have received notice from the day of the Inspection Schedule's issuance. This provision helps establish a transparent and predictable routine for inspections.

32. Common Facilities

The Village common facilities are intended for the use and enjoyment of all residents residing in the Village. However, non-residents who are guests or visitors of residents, if registered with the administration office, are permitted to use the common facilities but must be accompanied by a resident. While occasional use by non-residents is allowed, Management does not encourage regular access to the Village's common facilities by individuals who do not reside in the Village. Management retains the right to restrict the use and/or access of non-residents to the common facilities as deemed necessary. This policy is in place to prioritise the needs and enjoyment of the Village residents.

33. Barbecue(s) (BBQ) – Hawkesbury, Penrith, and Campbelltown

Residents are allowed to use the communal BBQs designated for common use. However, residents must use the BBQ only for its intended purpose and are responsible cleaning after each use.

It is strictly prohibited for residents, under any circumstances, to bring in or use a portable BBQ into the Village, including within rooms and/or apartments, only BBQs permitted for use are those supplied by the



Village. This rule is in place to mitigate fire hazards and ensure the safety of the Village community.

34. Pool - Hawkesbury

Residents must adhere to the following rules for pool use:

- (i) Access to and use of the pool is strictly limited to residents use during the opening hours displayed or otherwise notified by Management.
- (ii) Residents must follow all rules displayed within the pool area or as directed by Management.
- (iii) No glassware is allowed in, on, or around the pool area.
- (iv) If the pool is deemed unclean, unsafe, or unhygienic by Management, it may be closed for an indefinite period at Management's discretion.
- (v) No unsafe or dangerous behaviour, as determined by Management at its discretion, is allowed in the pool area.

These rules are in place to ensure the safe and enjoyable use of the pool facilities by all residents and to maintain the cleanliness and hygiene standards of the pool area.

35. Trespassing

Trespassing is defined by Management, at its absolute discretion, as; individual's onsite without authorisation, including non-residents, uninvited visitors, or anyone deemed unauthorised by Management.

Unauthorised persons, as well as residents who have been instructed to leave following the termination of their Residential Agreement but remain in the Village, will be considered trespassers. Management holds the right to report all trespassers to Police.

36. Village Grounds, and Gardens

Village Grounds and Gardens are for the use and enjoyment of all residents. Residents must be mindful not to disturb fellow residents while enjoying the Village surrounds.

Before partaking in games and activities, such as (without limitation), football, cricket, or soccer residents are required to:

- a) Consider the rights and needs of other residents in the Village.
- b) Play at a sufficient distance from buildings to minimise the risk of window breakage and other damage to the Village; and
- c) Immediately cease playing games if directed to do so by Management.

The Village retains the right to charge the responsible resident(s) for the cost of repairing, reinstating, or replacing any damaged item in or on the Village resulting from a breach of this Rule 36.

Residents are asked to clean up after themselves and place all and any rubbish into near by bins, supplied throughout the grounds.

Residents must not damage, cut or remove any plants or foliage from plants and trees within the village grounds.

37. Weapons

The possession of weapons such as swords, knives, crossbows, mace, pepper spray, and firearms (guns, etc.) by a resident and/or their guests within the Village is strictly prohibited. If a resident is found to be in possession of a weapon or firearm action will be taken. This may include immediate termination of the resident's Residential Agreement and/or confiscation of the weapon/firearm. Additionally, Management reserves the right to report the incident to Police and hand over any confiscated weapon or firearm to law enforcement.

38. Rooftops

Residents are strictly prohibited from accessing a roof of any building in the Village, both for their own safety and to prevent damage. Any resident found to breach this rule will be held responsible for and charged for any damage caused to the roof. This Rule is in place to ensure the safety of residents and prevent structural damage to the buildings.

39. Pest Control

Residents are responsible for any infestations found to be introduced or caused by their actions. In such cases, charges will be imposed to cover the costs incurred by the Village for pest eradication. Maintaining good housekeeping is crucial, and residents must ensure that food is not left out or uncovered to prevent attracting ants and other pests.

The Village engages a pest control company to conduct routine treatments. The chemicals used by this company comply with Australian Standards and are permitted by law. Residents will receive notice, as per the access notice requirements outlined in Rule 31 before any residential area of the Village is treated.

40. Parties

Residents are required to always adhere to the "Party Policy", and a copy of this policy can be found in the Resident Handbook, Annexure 2, or obtained from reception.

In the event of a party or other gathering in a building or Apartment, residents are responsible for immediate cleanup, including spills, stains, rubbish removal, restoring furniture to its proper configuration, vacuuming, and cleaning surfaces. External banners, lights, tarpaulins, or decorations are strictly prohibited unless prior written approval is obtained from Management. Management reserves the right to charge the host or responsible resident(s) any cleaning or damage fees associated to any such events.

Residents must promptly comply with any direction from Management regarding complaints received about a party, such as reducing noise levels or ceasing disruptive activities. Management



reserves the right to charge resident(s) a security call-out fee incurred by the Village if security is required to address complaints related to a breach of this rule.

41. Motting and Hazing

Residents must not engage in Motting and Hazing.

As outlined in the University Motting and Hazing Prevention Policy, Motting or Hazing involves a person subjecting another or being subjected to an activity or particular form of treatment in order to feel included as a member of a group. It is often used to promote group loyalty or bonding through suffering, either alone or with others, and with or without their consent. Many of these activities violate University policy, Village policy or applicable law.

Residents discovered engaging in Motting or Hazing activities or any related behaviours will be promptly reported to the appropriate authorities. Management retains the discretion to the immediate termination of their Residential Agreement.

42. Under 18's

This rule only applies to those who are under the age of 18 years. In accordance with your Residential Agreement as signed and agreed by your parent or guardian all residents under the age of 18 must:

- a) Check in Daily with the Night Manager between the hours of 6pm – 11pm. Residents must not leave the village grounds following check in each evening.
- b) Curfew – 11pm – 6am. Residents must not leave the village during these hours.
- c) Alcohol is prohibited in the bedroom or anywhere with the Village or University grounds.
- d) Must notify Village management, with written approval from the parent or guardian should they be away from the village and not attending daily check in. This rule supersedes rule 27.
- e) In the event they do not attend daily check in Village management will attempt to call them or visit their room. Failure to answer or present themselves will result in their parent or guardian being called and notified of their failure to check in.

Any breach of Rule 42, regardless of the nature, may be considered a breach of the Residential Agreement and these Rules of Occupancy.

43. Electrical Safety

Residents must use power boards in accordance with electrical safety standards. The practice of “daisy chaining” — connecting one power board to another — is strictly prohibited as it significantly increases the risk of fire and electrical failure. Only one power board may be used per wall outlet, and it must be fitted with overload protection. Any unsafe electrical setups will be required to be removed immediately.

Annexure 1 – Noise Policy

The Village accommodates a diverse community of residents, and fostering a harmonious living environment is crucial. A key challenge is managing noise levels to ensure that residents can coexist peacefully. While acknowledging the social nature of the Village, it is incumbent upon all residents to strike a balance, creating an atmosphere conducive to study, sleep, and quiet relaxation.

This noise policy provides detailed guidelines, expanding on existing rules related to noise, parties, and privacy. Each resident bears the responsibility of maintaining order and reasonable quiet within their living spaces. This encompasses adjusting audio devices such as televisions, speakers/stereos, musical instruments to avoid disturbing neighbours and adhering to management directives regarding noise.

Privacy and quiet enjoyment are fundamental rights for all residents. Mutual respect for noise levels is essential, allowing everyone the desired degree of privacy. Regardless of the time of day, residents are urged to be conscious of the noise they and their guests generate, taking into account the diverse study and sleep requirements of fellow residents.

The policy is applicable throughout the year, considering the varied academic schedules and work commitments of residents. The discretion of Management determines acceptable noise levels and residents must always comply with management directions. Official activity endorsed by Management, particularly those as part of the Residential Life Program may involve loud noise but will generally conclude by 10:00pm, with advanced notification to residents.

Noise Complaints

In the event of noise complaints please follow the below procedure:

1. Address the issue directly

- i. *Approach the Resident(s):* If you feel comfortable, consider approaching the resident(s) responsible for the noise. Choose a calm and respectful moment to discuss the situation.
- ii. *Express the Impact:* Clearly communicate the effect the noise is having on you. Whether it's disrupting your study, sleep, or relaxation, explaining the specific impact helps the other party understand the issue.
- iii. *Request Lower Noise Levels:* Politely request that they lower the level of noise. Be specific about the type of noise causing the disturbance and suggest reasonable adjustments that could alleviate the problem.

Remember to approach the situation with a cooperative mindset, aiming for a resolution that ensures a harmonious living environment for all residents in the Village.

2. **Escalate to Management:** If your attempt to address the noise issue directly with the resident(s) is unsuccessful, or if they are unresponsive to your request, contact reception. Provide details of the disturbance, specifying the nature of the noise and how it



is affecting you. Include any previous attempts you made to resolve the matter directly with the resident(s).

3. **External Authorities:** If the noise issue persists despite Management's initial intervention, Management may escalate to Campus Safety and Security and/or Police.

Noise Restrictions

The guidelines regarding noise and social gatherings in the Village aim to ensure a peaceful living environment for all residents, considering the high-density of the student accommodation. When residents host social gatherings, they are expected to adhere to the following conditions, while also being subject to any additional policies or directions provided by Management:

- **Weeknights (Sunday to Thursday inclusive):**

Social gatherings held within apartments or in common areas may involve a reasonable amount of noise until 10:00pm, unless directed otherwise by the Management.

- **Weekend Nights (Friday and Saturday nights):**

Social gatherings that generate a reasonable amount of noise are permitted until midnight unless Management specifies otherwise. Gatherings on outdoor communal areas, including the Village must cease by 10:00pm.

- **Music:**

The use of stereos, audio devices, musical instruments (including singing) at outdoor gatherings is prohibited, unless sanctioned by Management for an endorsed event. The use of such devices is restricted to indoors with doors closed only.

- **Exam Periods:**

During official University exam periods and any pre-exam periods assigned for studying, no social gatherings should be held that may disturb other residents unless approved in writing by Management.

Communal areas may be closed during exam periods to minimise noise disruptions and facilitate quiet studying.

Residents are encouraged to familiarise themselves with these specific noise restrictions and comply with them to maintain a considerate and harmonious living environment. These guidelines help balance the social aspect of communal living with the need for a quiet and conducive atmosphere for study and relaxation.

Annexure 2 – Party Policy

Social gatherings play a vital role in the vibrant community life of the Village, allowing residents to host parties. However, it's crucial for both the Village and its residents to strike a balance, considering factors such as noise, security, and the communal use of shared spaces.

Introduction

The purpose of this party policy is to facilitate social gatherings within the Village while taking into account the diverse needs of residents.

Additionally, the policy aims to minimize risks for both event organizers and residents within the apartment where a party is hosted.

This facility party policy further elaborates on various provisions outlined in the Rules of Occupancy, including but not limited to Rule 9 (Noise), Rule 40 (Parties), Rule 41 (Mottling and Hazing). It is designed to complement the Noise Policy and any other relevant policies in place.

Residents are required to ensure compliance with all directives issued by Management, including Village staff or Security personnel concerning any gatherings. Failure to comply with such directions may result in Management escalating the matter to Police. This policy serves to foster a community where social events can thrive while respecting the well-being and needs of all residents. The processes are inclusive of the minimisation of mottling and hazing behaviours and practices as per University policies.

Attendees of a party or event are encouraged to be an active bystander in the event of bullying or inappropriate behaviour. Often the presence of others discourages an individual from intervening in an emergency situation. The intervention of bystanders is often the only reason why bullying and other crimes cease. Individuals are not encouraged to put themselves in danger, however if unable to intervene individually, they are encouraged to see external intervention by contacting, Village Management, Security or Emergency Services.

Parties 10 – 20 People

Events that draw a crowd of 10 to 20 attendees necessitate a heightened sense of responsibility from the party host(s). It is imperative that the individual(s) organising the event takes careful consideration in planning, ensuring their sobriety, and maintaining a present and attentive presence throughout the gathering.

To streamline the coordination of such events, hosts must complete and submit the party application form to Management at least five business days before the scheduled date. This proactive approach allows Management to assess and facilitate the gathering, contributing to a smoother and more organised event experience within the Village.

Parties over 20 People

Typically, proposals for parties for large gatherings with over 20 attendees in an apartment or outdoor will not receive automatic approval. Hosts should discuss such party proposals with Management and submit a completed application form at least 10 business days before the intended event. Additionally, they are required to submit a fully completed party application form, ensuring all relevant details are provided. This process ensures careful planning and adherence to community guidelines.



Procedures to Apply to Host a Party

The host of any proposed party must complete and submit the party application form, available from Village Reception, as per the Party Policy. This form aids Management in handling noise, security, and emergencies, ensuring consideration for both attendees and non-attendees. Management reserves the right to refuse or grant consent with conditions at its discretion.

One resident must be identified as responsible in the application, acknowledging their duties per the Rules of Occupancy, including overseeing non-residents' adherence to the Noise Policy.

Applications are typically assessed within 48 hours, with responses sent via email. Timely submission is crucial for Management to evaluate additional security or staffing needs if the proposal is approved. Failure to meet the deadline does not exempt the applicant from party management responsibilities.

In the application, provide party details, date, time, alcohol presence, attendance estimates, details of any non-residents attending (with names and contact information), and party management plans.

The hosting resident is accountable for Rules of Occupancy breaches, property damage, and noise disturbances. Costs linked to the party, including cleaning and damage expenses, will be billed to the host as a debt due on demand.

Approval from Housemates

The host of a proposed party is required to seek and secure written unanimous consent from all residents residing in the apartment of the party host. This consensus should be documented and included in the party application form. This step ensures that all residents sharing the living space are aware of and in agreement with the upcoming event, fostering a cooperative and considerate living environment.

Non-Residents at parties

Issues related to parties and social events frequently stem from the involvement of non-residents. Non-residents invited to the Village by a resident fall into two categories: guests (staying overnight) or visitors. Hosts organizing parties need to be mindful of and adhere to specific Rules of Occupancy that apply to non-residents. Familiarity with and compliance with these rules are crucial to ensure the smooth conduct of events and minimize potential disruptions.

Illegal activity

Illegal or suspected illegal activity associated with a party will be reported to authorities.

Parties during exam periods

No social gatherings that may disturb other residents are permitted during official University exam periods.

Any official Village functions during this time will be low-key, providing residents with a quiet break from study.

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