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## RESIDENTIAL RULES

### Introduction

Subject to the terms of the Residential Agreement and any applicable legislative provisions, the Precinct Rules ("the **Rules**") are as set out below.

The Rules are a supplement to and form part of the Residential Agreement which all residents sign when they take up residence in the Precinct. The Rules provide guidance and information about the standards and procedures which residents of the Precinct are expected to meet and comply with during their residence in the Precinct. Throughout the year, updates of the Rules and information about residency in the Precinct may be distributed to residents by emails and flyers.

Any failure by residents to comply with these Rules (as updated from time to time as notified by Precinct management) will constitute a failure to comply with the provisions of the Residential Agreement and may lead to disciplinary action including termination of a resident's right to reside in the Precinct. The expectations of residents outlined in the Rules should not be seen as an exhaustive list. In becoming a resident of the Precinct, you become a member of the Precinct community and accept the responsibilities and obligations associated with being a good neighbour and citizen, whether or not they are detailed in the Rules.

If you have any questions or concerns about any aspect of your stay, talk to the Precinct staff who are experienced and knowledgeable about the Precinct and local area. No question is too small or large to ask!

Should you wish to make a formal complaint, please let us know so we can address the issue and/or provide you with advice about our formal complaints process.

### Interpretation

For the purpose of this document, capitalised terms have the same meaning as in the Residential Agreement. The following terms are defined as follows (unless the context requires otherwise):

'**administration fee**', where referenced in the Rules, means an amount to be determined and notified to the resident by the Owner or Precinct management (on behalf of the Owner), being a genuine pre-estimate of the administrative costs incurred and/or loss suffered by the Owner 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 Owner or Precinct management (on behalf of the Owner) may, in its absolute discretion, charge the resident (and the resident must pay as a debt due on demand);

'**University**' means the University, TAFE and/or the tertiary education institution affiliated with the Precinct as set out in the Residential Agreement;

'**Precinct**' refers to the student accommodation operated by UniLodge Australia Pty Ltd

Should some or any of these Rules become invalid or deemed contrary to any applicable residential tenancy legislation or any other legislative provisions then, to the extent of that invalidity the offending rule (or part thereof) is deemed to be severed from the Rules and all other Rules remain in effect.

### 1. Induction and Orientation Sessions

All residents (including new, returning and carry-over residents) must complete the Precinct induction process (which may include completing online modules prior to checking-in) and attend at least one orientation session within a calendar month of checking-in to the Precinct (or at the earliest available session during the term of their Residential Agreement). The orientation sessions are designed to foster a vibrant Precinct community, the paramount concern being to ensure the safety, security and well-being of all residents and staff at the Precinct.

Throughout the year, Precinct management will schedule a number of orientation sessions (dates and venues to be notified) to cater for different arrival times. Attendance by *all* residents to at least one orientation session is important, as it is designed to:

- **induct** residents in living within a Precinct community with individuals from diverse cultures and backgrounds;
- **communicate** the standard of behaviour expected of residents (as set out in these Precinct Rules);
- **inform** residents of the applicable Precinct policies and procedures (such as fire safety measures, emergencies, incident management and disciplinary protocols).

The topics to be covered during an orientation session are not intended to be exhaustive and remain at the discretion of Precinct management, however, particular focus shall be given to matters covered in, without limitation, Rule 4 (Alcohol and Other Personal Issues), Rule 19 (Discipline and Misconduct), Rule 36 (Hazing/Initiation) and Rule 51 (Inappropriate Behaviour). Residents who fail to attend a scheduled orientation session must, when requested, attend a one-off session (at a time nominated by Precinct management) to ensure they are adequately inducted to the Precinct.

### 2. Absence from Room

If you expect to be absent from your Room or away from the Precinct for more than 48 hours, please inform Precinct management, via email, and leave an emergency contact number. You do not have to tell Precinct management where you are going, we just want to know how to contact you urgently if we need to, and so we do not worry. If you are detained away from the Precinct for any reason, please contact the Precinct administration office and leave a message if it is unattended. For the avoidance of doubt, absence from your Room and/or the Precinct does not negate your responsibilities under your Residential Agreement. Should another resident or a Resident Assistant report to Precinct management that you have not been seen for 48 hours and you have not advised us of your intended absence, Precinct management considers this to constitute an emergency and reserves the right and has the authority to enter your Room/Apartment to check that you are okay. If you are reported as being absent from the Precinct for more than 72 hours, and we have no records of your whereabouts, Precinct management may report you as a missing person to the police and/or contact your next of kin. If you are under 18 years of age, we will also contact the person nominated as Guarantor in your Residential Agreement.

### 3. Aesthetic Appearance

The Precinct is part of both the University life and the local community. You are required to maintain your Room in a neat and clean state of condition/appearance. To the extent applicable, you must, in conjunction with other resident(s) of your Apartment, ensure that the Apartment Common Areas are maintained to the same standard. You must not place foil, cardboard or other unsightly material or objects in or on any windows in your Room, Apartment Common Areas or alter any window coverings in your Room or Apartment Common Areas.

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You must, at all times, keep balconies, decks and patios neat and orderly and clear of personal belongings. The hanging of any item from the walls, ceiling or balustrades of balconies, decks and patios is prohibited. You must not use furniture other than for their intended purposes, including not using furniture designed for indoor use outside (including on any balcony, deck or patio). Milk crates or similar items are not to be used as furniture and must not be left on balconies, decks or patios. If, in the opinion of Precinct management, any item adversely affects the appearance of the Precinct (or any part thereof), including your Room or any Apartment Common Areas, the resident concerned will be asked to remove the relevant item. If you are asked by Precinct management to remove any item, you must do so within the timeframe set by Precinct management.

#### 4. Alcohol and Other Personal Issues

Personal issues, such as academic stress, alcohol abuse, depression and eating disorders may strain relationships in a living situation. It is both a resident's right and a resident's responsibility to seek help when such issues become disruptive. If Precinct management is concerned about the personal wellbeing and/or safety of a resident, then they are entitled to treat the situation as an emergency and enter a resident's Room/ Apartment without notice and/or notify the University counselling services about the concerns.

Studies on alcohol abuse within universities show that there are significant secondary affects for roommates and friends of those who drink excessively. A resident's concern about protecting a roommate's privacy, where excessive drinking is involved or otherwise, should not keep them from getting support personally or for that other person. If a resident is worried about a fellow resident in their Apartment or if the behaviour of another resident in the Precinct affects the living habits of other residents, the resident should immediately notify Precinct management and endeavour to seek help for that resident of concern. Sources of help such as University health & counselling services are listed under "handy phone numbers" at the back of the Resident Handbook.

Precinct management recognises that alcohol is an established part of life in Australia and is enjoyed by many members of the Precinct community. Generally, Precinct management will not attempt to stop drinking at the Precinct but will encourage moderation in and a responsible attitude towards the consumption of alcohol. Precinct management aims to create a climate that enables residents to make a free and informed choice as to the level of their alcohol consumption, in an environment free of social pressures to drink to excess.

Alcoholic drinking games and other activities that promote binge drinking or excessive drinking and disorderly drunkenness are not permitted at the Precinct and will be deemed as serious misconduct under Precinct Rule 19. Drinking games tend to encourage excessive drinking and drunkenness, tend to inhibit all other social interaction and pressure players to drink over their limits. Such activities can quickly make a participant very intoxicated and are dangerous to the safety, security and welfare of the participant(s) and the Precinct community. The host of the party and other participants may be held responsible for any negative consequences of excessive drinking. Intoxication and disorderly behaviour may be treated as misconduct and in severe cases, as serious misconduct by Precinct management and a repeated pattern of such behaviour will be treated as serious misconduct (refer to Rule 19).

Residents are required to comply with any policy, rule or guideline published by the University which relate to the consumption of alcohol and will be in breach of their obligations under the Rules and their Residential Agreement if they fail to do so.

#### 5. Apartment/Room Condition Form

When moving into a Room/Apartment, a resident is expected to carefully inspect the Room/Apartment. Within 24 hours of moving in, any damaged or missing items must be reported to Precinct management by returning the Apartment/Room condition form, which is provided to the resident upon arrival. This form includes a full list of all items that should be in the Room/Apartment.

A resident should also report to Precinct Management if there are any concerns with the cleanliness condition of the Room/ Apartment or the Apartment Common Areas when submitting the Apartment/Room Condition Form. For the avoidance of doubt, any requests for maintenance/repair must be submitted via email to [maintenance.campuswest@unilodge.com.au](mailto:maintenance.campuswest@unilodge.com.au) or reported to reception. Refer to Rule 46 (Maintenance and Emergencies). Precinct management will follow up on all issues reported in the Room/Apartment condition form and take corrective action, as appropriate.

If a resident fails to notify Precinct management of any issues(s) within 24 hours of moving in to the Room/Apartment, the resident will be taken to have been satisfied with the condition of the Room/Apartment and confirmed that the Room/Apartment was in a good and undamaged condition at the date of first occupation by the resident. Upon vacating a Room/Apartment, a resident will be charged a reasonable amount as determined by Precinct management for any missing or damaged items and for damage to the Room/Apartment not reported to Precinct management within 24 hours of moving into the Room/Apartment.

#### 6. Bikes

Where there is signage on or about the Precinct grounds prohibiting the use of bicycles, skateboards and scooters (motorised or otherwise), residents are prohibited from doing so. Bicycles must, otherwise, be secured only to the bicycle racks and/or cages located throughout the Precinct. Bicycles must not be left unattended or secured to other objects such as benches, light posts, trees, handrails or disabled access ramps or placed in hallways or obstruct or impede a means of access.

Bicycles that are left in contravention of this Rule 6, which presents a safety hazard, may be removed and confiscated by Precinct management (where upon an administration fee may be charged for their return). Bicycles are not permitted inside Rooms or Apartments (including on any balcony, deck, patio or porch). Bicycle storage is not available during the Summer Period once you have vacated your Room.

The Precinct is not responsible for the security of, the theft of, or any loss or damage sustained to any bicycle which is secured via the bicycle racks or left anywhere else in the Precinct. It is strongly recommended that residents use U-bolt locking devices for securing bicycles throughout the Precinct.

#### 7. Candles/Incense

Due to risk to life and damage to property, candles, open flame torches, incense and other open flame devices are strictly prohibited anywhere inside or around buildings in the Precinct, including in Rooms and Apartments. Burning of any of the above devices is likely to set off the smoke detectors in your Room/Apartment. If a smoke detector is activated as a result of the use of any of the above prohibited items, please refer to Rule 27 (Fire Alarms).

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### 8. Car Parking, Motorbikes and Electric Scooters

- (a) The Precinct may have limited parking spaces available and may not be able to provide parking facilities to all residents of the Precinct. Any vehicles (including motorbikes and electric scooters) permitted to park within the Precinct must only be parked in the designated parking space(s) and in accordance with this Rule 8 and any conditions displayed in the designated car parking area. Under no circumstances are vehicles to be parked on Precinct lawns, greens or courtyards. Motorbikes and electric scooters are not permitted inside Rooms or Apartments (including on any balcony, deck, patio or porch).
- (b) If the Precinct has parking facilities:
- (i) a resident must, where required, have a valid UniLodge parking sticker and/or a Precinct parking sticker to park a vehicle in the designated parking space(s) within the Precinct, subject to availability; and
  - (ii) subject to availability and where such is available at the Precinct, residents may apply for a Precinct parking sticker. Residents must prove that they are a resident of the Precinct by producing a copy of their Residential Agreement. If the resident's application is successful, they will be issued with a Precinct parking sticker allowing the resident's vehicle to be parked in the designated parking space(s) within the Precinct for a specified period (ie valid for one semester/year). Precinct parking stickers must be attached to the vehicle and must be clearly displayed at all times. Details of applicable parking fees can be obtained from the Precinct administration office. Any changes to the vehicle details must be provided the precinct administration office.
- (c) Where visitor parking spaces are available at the Precinct, the visitor parking spaces are clearly displayed as such. The limited visitor parking spaces must be left clear for visitors. Authority must be sought from the Precinct administration office to park in a visitor parking space. Visitors must not park in non-visitor parking space(s) without the appropriate prior approval from Precinct management. Residents are not permitted to allow guest and/or visitors access to parking area without permission from the Precinct Management.
- (d) Where resident parking is available at a Precinct, limited disabled parking spaces are also available and these spaces are strictly for residents with disabilities, who clearly display the appropriate disabled parking permit in their vehicle.
- (e) If any vehicle within the Precinct:
- (i) is parked without authority;
  - (ii) is parked without displaying a current and valid parking permit (where applicable) for the designated parking space;
  - (iii) is not parked within a designated parking space; or
  - (iv) is otherwise in contravention of this Rule 8 in any way,
- the Owner (in its absolute discretion) reserves the right (without limitation) to:
- (v) issue the vehicle owner with a warning notice;
  - (vi) arrange for the offending vehicle to be towed (at the vehicle owner's expense);
  - (vii) charge the vehicle owner an administration fee for arranging the towing services (where applicable); and/or
  - (viii) take any further action as the Owner considers reasonable having regard to the circumstances.
- (f) The Precinct is not liable for any damage to and/or theft of any

vehicle or property left within the vehicle whilst the vehicle is parked in the Precinct or resulting from the vehicle being towed from the Precinct. Repeated breaches of this Rule 8 is considered misconduct (refer to Rule 19).

### 9. Damage to floor coverings

Any damage to carpet, tiles or any floor covering (the "Floor Covering") in a Room will be charged to the resident. Damage to any Floor Covering in an Apartment Common Area or in the common area of a Precinct will be charged equally between Apartment and Precinct residents respectively, unless the Precinct management is able to identify the specific person or persons responsible for the damage, in which case those person or persons will be charged for the damage. Precinct management will attempt to have soiled Floor Coverings professionally cleaned at the expense of the resident(s) of a Room/Apartment. In the event that a stain cannot be removed, the Floor Covering will be replaced at the expense of the resident(s) of a Room/Apartment.

At all times during the Term of the Residential Agreement and upon vacating a Room/Apartment, each resident must ensure all Floor Coverings in the Room/Apartment are in the same condition as it was in on the date of first occupation by the Resident, taking into consideration general wear and tear. Where the Resident(s) fails to do so, Precinct management may arrange for the Floor Coverings of the Room/Apartment to be professionally cleaned and the cost of returning the Floor Covering in a Room/Apartment to this condition, including the cost of having the Floor Covering professionally cleaned will be charged to the resident(s).

### 10. Chalking

For the purposes of this Rule 10, "Chalking" means to write, draw, rub or otherwise mark or delineate with chalk any surface as a means of promoting any event or message. Any chalking on Precinct roads, footpaths, parking areas or buildings is prohibited and will be removed immediately by Precinct management and the persons responsible will be charged for the cleaning cost.

### 11. Cleaning

- (a) Precinct management shall arrange for:
- (i) sweeping, vacuuming and mopping of the external and internal common areas of the Precinct (e.g. laundry, administration & resource centre etc.);
  - (ii) maintenance of the Precinct grounds and gardens;
  - (iii) flyers posted in non-designated areas to be taken down;
  - (iv) external garbage bins to be regularly emptied; and
  - (v) cleaning of external surface of buildings in the Precinct.
- (b) All residents are required to keep their Room, Apartments and/or Apartment Common Areas (as applicable) in a reasonable state of cleanliness. All residents must:
- (i) clean and vacuum their Room on a regular basis;
  - (ii) maintain their Room in a hygienic manner, including removing rubbish from the Room on regular basis;
  - (iii) clean internal windows and walls in their Room; and
  - (iv) comply with any reasonable directions of Precinct management in this regard.
- (c) All residents who live in multi-bedroom Apartments with shared Apartment Common Areas are also expected to:
- (i) participate equally with other residents in the Apartment to clean and keep the Apartment Common Areas clean on a

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- (ii) regular basis (this may include the residents agreeing a roster for cleaning);
- (iii) clean and keep clean all appliances and surfaces within an Apartment;
- (iii) clean and keep clean the internal areas of, and the external surfaces beside, beneath and surrounding, the cook top, range hood, oven, microwave and refrigerator equipment; and
- (iv) remove garbage from the Apartment regularly.

Residents must supply their own cleaning materials and equipment, where not otherwise supplied in the Apartment by the Precinct. In some Precincts, prior arrangements have been made for cleaning provisions.

Where it is brought to the attention of Precinct management that a Room/Apartment is not being cleaned regularly or is unhygienic, the resident(s) of that Room/Apartment will be requested to thoroughly clean the Room/Apartment. If following such notification the Room/Apartment is not promptly cleaned to comply with basic cleanliness and health standards, Precinct management may arrange for the Room/Apartment to be professionally cleaned at the expense of the resident(s) of the Room/Apartment. A continuous failure to keep apartment clean can result in disciplinary action including but not limited to, termination of residential agreement.

Upon vacating a Room/Apartment, resident(s) must leave the Room/Apartment clean and in a state fit for immediate use and occupancy by other occupants and in the same condition as at the date of first occupation, subject to fair wear and tear and taking into account any notice the resident submitted to Precinct management in accordance with Rule 5 (Apartment/Room Condition Form). Where the Resident(s) fails to comply with this Rule 11, Precinct management reserves the right to charge resident(s) with the cost of professionally cleaning the Room/Apartment to the required condition.

### 12. Computer, Telephone and TV Facilities

Residents acknowledge and agree that any information and communications technology such as telephone, computing and television infrastructure (including data network ports and associated cabling) (“**ICT Infrastructure**”) installed throughout the Precinct forms an essential part of the Precinct. Residents must not tamper with or remove any of the ICT Infrastructure. The cost of repairing any damage to the ICT Infrastructure caused by resident(s) will be charged to the resident(s) responsible, together with an administration fee.

The internet service at the Precinct is provided by a third party internet service provider (the “**ISP**”). Residents who use the internet service provided at the Precinct must comply with the ISP’s acceptable use policy (as updated by the ISP from time to time), as well as any other applicable terms and conditions specified by the ISP in relation to the internet service. Where the ISP is the affiliated University or tertiary education institution, refer to the University’s applicable policies and procedures. Where the ISP at the Precinct is Connectmy.net Community Broadband (“**Connectmy.net**”), the Connectmy.net acceptable use policy is available at the ‘Help Centre’ page:

If Connectmy.net provides internet based on Room Accounts at the Precinct, only the monthly amount of data usage specified is included and the resident will be required to purchase and pay for any data usage over and above this amount. Residents have the ability to purchase data subscriptions and additional data directly through Connectmy.net. See Precinct website for further details.

Residents must adhere to the following protocols when using the Precinct ICT Infrastructure network:

- (a) only connect to the data port with the recommended cables and

- connections;
- (b) do not dismantle the data port;
- (c) the network is to be used in a manner which does not interfere with or disrupt other network users;
- (d) continually downloading large data files may slow down the network and affect others and as such should only occur in limited circumstances; and
- (e) residents must not use the ICT Infrastructure network for any unauthorised, criminal or illegal activity, including (but not limited to):
  - (i) violation of copyright or other intellectual property rights;
  - (ii) transmission of threatening, obscene or offensive materials;
  - (iii) electronic ‘stalking’ or other forms of harassment or cyber bullying;
  - (iv) misrepresentation or defamation of others;
  - (v) sending of unsolicited commercial messages (‘spamming’);
  - (vi) to commit fraud;
  - (vii) port surfing or ‘sniffing’ wireless traffic;
  - (viii) computer hacking or gaining unauthorised access to any information, systems, devices or resources;
  - (ix) propagating computer worms, viruses or other types of malicious software;
  - (x) any purpose which violates the Precinct Rules or policies or any local, state, federal or international laws; or
  - (xi) attempt to do any of the above paragraphs (i) to (x).

Residents acknowledge and agree:

- (a) the ICT Infrastructure network may be monitored by the Precinct, ISP or the affiliated University’s network security services and/or the network host (as applicable) at any time without notice to residents;
- (b) the Precinct exercises no direct control over the content of the information passing through the ICT Infrastructure network and the Precinct accepts no responsibility or liability for information not sent by the Precinct;
- (c) a breach of this Rule 12 by a resident may be considered as serious misconduct (refer Rule 19);
- (d) if instructed to do so by the ISP or the affiliated University (as it relates to the University network), Precinct management reserves the right to suspend or terminate a resident’s access to the Precinct data network (or that the ISP may suspend or terminate a resident’s access) where management has reasonable grounds to suspect misuse, inappropriate or unauthorised use (which may be based on information from the ISP) and also report the incident to the University, the police and any other authority it thinks appropriate (See Rule 19 for consequences of misconduct).

### 13. Conduct of guests & visitors

Residents and their guests in the Precinct are to show respect for order, morality, personal honour and rights as members of the Precinct community. Residents are responsible for their guests and will be held accountable, including financially (where applicable), for any act, omission or misconduct by their guests (including breach of the Rules or non-compliance with directions given by Precinct management to the guest). In cases of serious misconduct by a guest whilst at the Precinct, Precinct management may take action against the resident, including issue of a breach and/or termination notice.

### 14. Cooking

Cooking is permitted in the designated kitchen area(s) of an Apartment only and where applicable, the area in the Precinct allocated by Precinct management as the common area kitchen available for common use by all residents. Cooking equipment such as (but not limited to) hot plates, toasters, rice cookers, electric



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Woks and fry pans are not permitted in Rooms or any other area in the Apartment other than the kitchen. Residents must not leave their food items and personal cooking utensils in communal kitchen facilities.

Barbeque grills and charcoal fluid may be a fire hazard and are not permitted anywhere in the Precinct. See Rule 59(c) for use of BBQs supplied by Precinct management.

When cooking and using cooking equipment in Apartments and communal kitchen facilities, residents must take reasonable care, use the equipment for its intended purpose only and ensure the exhaust fan and/or the range hood (as applicable) is switched on when cooking and comply with any signage installed in kitchens. Failure to do so is likely to set off the smoke detectors, which will trigger an alert to the local fire brigade, security and/or monitoring services of the Precinct (as applicable). Where a false alarm occurs due to a resident's failure to comply with this Rule 14, see Rule 27 (Fire Alarms) for the consequences of such a failure by the resident.

### 15. Damage or Loss

Residents must take proper care when using Precinct property. Residents must notify Precinct management as soon as practicable of any damage to Precinct property. Removal of any Precinct property from its designated location will be reported to the police. The person responsible will be charged the cost for restoring, repairing or replacement (at the discretion of Precinct management and having regard to the extent and nature of the damage) of the relevant item and an administration fee. When responsibility cannot be attributed to a specific person, Precinct management may, in its absolute discretion, divide the replacement cost and the administration fee between all residents and recover such costs from the residents of the Apartment and/or the Precinct.

Residents are responsible for all damage to or loss of Precinct property in their assigned Room and Apartment. If the damaged or lost item was located in a Room, then the resident of that Room will be held responsible and charged for the cost of restoring, repairing or replacing the item (at the discretion of Precinct management). If the damaged or lost item was located within an Apartment/ Apartment Common Area, then all residents who reside in the Apartment will be held responsible and charged an equal share unless responsibility can be attributed to a specific person. In addition, resident(s) considered responsible by Precinct management may be subject to disciplinary action (see Rule 19 Discipline and Misconduct). Residents are also responsible for the conduct of their guests and any misconduct, injury to any person or property damage, which their guests cause whilst in the Precinct.

### 16. Damage Charges

Residents who receive an invoice for payment of costs for restoring, repairing and/or replacing damaged or lost Precinct property must, within 7 days after the date of the invoice, pay the invoice or make contact with Precinct management to request a review of the invoice and/or discuss payment options. If you have received an invoice for damaged or lost Precinct property, please take care of it immediately. Any invoice not challenged within 7 days of issue is no longer subject to review.

Standard charges for repair or replacement of damaged furniture and fittings in a Room/Apartment are available from the Precinct administration office. It is not possible to provide a comprehensive list of prices and costs for all items of Precinct property or maintenance services in the Precinct, as they are generally dependant on the damage caused. All repair work is carried out on a 'do and charge' basis and will be invoiced at a rate equal to the actual charge from the supplier or contractor to the Precinct plus the administration fee.

### 17. Decorating Rooms and Apartments

Murals are not permitted to be painted on any surface in the Room, the

Apartment or the Precinct. Most adhesives will remove paint. Residents must not fix sticky stars, use sticky tape of any nature or other adhesive decorations to the ceiling or elsewhere in the Room or the Apartment. The use of nails or screws will damage the walls and the paint. Residents must not use nails or screw on any surface of the walls in the Room or the Apartment. If any holes are left in the walls due to use of nails or screws and require patching, you will be charged not only for fixing the holes but also for painting the entire wall(s) that require repainting.

Notwithstanding the above, residents may decorate Rooms/ Apartments with posters affixed to walls using non-marking re-usable adhesive. Upon vacating, residents must remove all decorations, including without limitation posters, and ensure all marks on the walls are removed. Residents must notify Precinct management of any damage other than marking to the walls, for which Precinct management shall repair to its satisfaction (but to a standard not greater than prior to the damage) and on-charge any costs in respect of the rectification of the damage to the Resident(s) responsible (see Rule 16 (Damage Charges) for applicable charges).

### 18. Disabled and wheelchair access

A number of the Rooms, Apartments and buildings within the Precinct have been fitted with facilities to assist persons with disabilities. Residents must not interfere with, obstruct, impede access to or from any such facilities, including (but not limited to) wheelchair ramps, curb cuts, and building entry ways (**access ways**). Residents must ensure all such access ways remain clear at all times to allow residents and others who use wheelchairs free access to their Rooms/Apartments and other areas of the Precinct. Resident(s) must notify Precinct management upon becoming aware of any obstruction to any access way in the Precinct. Precinct management reserves the right to remove and confiscate any items obstructing any access way and to charge the cost of restoring, repairing or replacing any damage to such facilities to the responsible resident(s).

### 19. Discipline and Misconduct

Misconduct is an action or series of actions that breach your Residential Agreement, these Rules, any laws or any other generally accepted standard of behaviour in the Precinct (as determined by Precinct management). Depending on the nature and severity of a resident's misconduct, Precinct management reserves the right to take the disciplinary action detailed in a resident's Residential Agreement and/or these Rules and reserves the right to refer or disclose any occurrence of misconduct to the University and/or the relevant authorities (such as the police) if, in their absolute discretion, they determined that course of action is appropriate to ensure the safety, security and welfare of the Precinct community.

Disciplinary action includes but is not limited to admonition, probation, conditions imposed on the continued occupancy at the Precinct (such as agreement to seek counselling, moving rooms/ apartments) termination of the Residential Agreement and the requirement for the resident to leave the Precinct (with notice or otherwise, depending on the severity of the misconduct).

Except in circumstances of serious misconduct or a material breach of the Residential Agreement, Precinct management shall issue a warning notice, by email or in writing, notifying a resident of the unacceptable behaviour and the right of Precinct management to require the resident to leave the Precinct if the (or other) unacceptable behaviour re-occurs and the steps which the resident must take to retain the right to continue to reside in the Precinct. Should a resident fail to comply or respond in an acceptable manner to an email or written warning and continue to behave in a manner that is detrimental to the well-being of the Precinct community, Precinct management may, by written notice terminate the resident's Residential Agreement and the resident must leave their Room/Apartment and the Precinct by the date and time specified in

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the termination notice.

In circumstances of serious misconduct or a material breach of the Residential Agreement, as determined by Precinct management at its discretion, Precinct management is not required to give any prior warning or notice to terminate a resident's Residential Agreement, except if to do so would breach a specific term of the Residential Agreement or any applicable legislative requirements applicable to the Residential Agreement.

A resident required to leave the Precinct for disciplinary reasons will not ordinarily have the opportunity to return to their Room/Apartment except via prior arrangement with Precinct management and then only to collect the resident's possessions and under the supervision of Precinct management.

If an individual has had their Residential Agreement terminated on grounds of misconduct, Precinct management reserves the right to not accept and/or consider any future application from that individual for residency at the Precinct (or any other affiliated Precinct).

### **20. Dishware**

Residents must provide their own dishware in most Precincts. If your Room/Apartment is supplied with pots, pans, crockery and cutlery, it is the responsibility of each resident in the Room/Apartment that the amount of inventory stated at the start of the year is maintained and present upon departure. Any concerns or requests to replace the pots, pans, crockery or cutlery should be submitted to the Precinct administration office for consideration.

If the Precinct is a catered facility, dishes and other items must not be removed from the Precinct or University catering outlets. This equipment belongs to the Owner or operator of these facilities (as the case may be) and removal of their equipment, dishware and other items constitutes theft and will be treated accordingly.

### **21. Drugs and illegal substances**

The possession, cultivation, usage, or selling of any non-prescribed, synthetic or illegal drugs and/or substances or 'Nangs' (nitrous oxide canisters), the usage or selling of prescribed drugs other than for its intended purpose and the possession of any equipment to aid such use are prohibited at all times. Where Precinct management has grounds to reasonably suspect that a resident(s) is in breach of this Rule 21, Precinct management may (without limitation):

- (a) request the resident to immediately remove any such substances and/or equipment from the Precinct;
- (b) confiscate such substances and/or equipment; and/or
- (c) undertake disciplinary action in line with Rule 19 (Discipline and Misconduct).

This aims to ensure the safety and security of all residents residing at the Precinct.

A breach of this Rule 21, in any form, by a resident is considered serious misconduct. Precinct management reserves the right to immediately terminate a resident's Residential Agreement and also report the incident to the University, the police and any other authority it thinks appropriate (See Rule 19 for consequences of serious misconduct).

### **22. Electrical Equipment in Rooms**

To prevent the overloading of (or the risk of) electrical circuits and to conserve energy in the Precinct, residents must limit electrical equipment in Rooms and/or the Apartment to such items as computers, study lamps, clocks, stereos, coffee makers, personal vanity items and other small electrical appliances. These items must be maintained in good and clean operating condition. The use

of hot plates, electric heaters (other than those specified in Rule 37 (Heating), electric blankets and any appliances with open heating elements are prohibited in Rooms and Apartments, unless supplied by Precinct management or otherwise approved in writing by Precinct management.

Other than the small electrical appliances mentioned above, residents must not install or use any other electrical appliances in the Room and/or the Apartment without the prior written consent of Precinct management (such consent may be withheld or granted subject to conditions as may be required by Precinct management, in its absolute discretion). For clarity, 'any other electrical appliances' includes (but is not limited to) mini bar fridges, fridges, washing machines, sewing machines, fans, portable air conditioners, heaters (other than those specified in Rule 37 (Heating)) and hoverboards. Residents must ensure all electrical appliances in the Room and/or Apartment are switched off when not in use and particularly during any extended absence from the Room and/or Apartment.

### **23. Electrical Safety Reminders**

Residents must comply with the following fire and safety policies, which are intended to prevent injuries in the Precinct and to ensure compliance with health and safety regulations:

- (a) never modify a plug by bending or removing prongs;
- (b) if plug prongs break off and remain in the receptacle slots after insertion or withdrawal, do not attempt to remove them, contact the Precinct administration office for assistance;
- (c) extension cords should only be used when absolutely necessary and only on a temporary basis. If you must use an extension cord, we recommend using a multiple outlet power strip equipped with an internal circuit breaker and the electrical cord should not exceed 1 metre in length. If you discover any faulty electrical equipment, please report this immediately to Precinct management;
- (d) do not "daisy chain" (connecting several devices together in a linear series) extension cords and/or power strips; and
- (e) promptly replace, at the resident's cost, frayed or damaged cords.

### **24. Emergencies**

Located in the Resident Handbook, you will find all the numbers to be called in the event of an emergency. For any life-threatening emergency call '000' from a landline or '112' from a mobile to summon fire, police and ambulance services. If dialling from a telephone provided in your Room and/or Apartment (where applicable), dial "0" to access an external line, followed by "000" for emergency services. Residents must also notify Precinct management (or on-call Resident Assistant after hours) if emergency services are contacted for any reason.

False alarms waste the time of emergency services and/or Precinct management and may result in disciplinary action. Refer to Rule 27 (Fire Alarms) for consequences of a false fire alarm activation by residents. You are responsible for familiarising yourself with the location of alarms and firefighting equipment in your Room/Apartment and in the common areas of the building in which your Room/Apartment is located, and with the emergency procedures for the Precinct. Fire safety information is posted in all Rooms/Apartments.

### **25. Evacuation**

Evacuation maps are posted in various parts of the Precinct indicating the location in which the map is posted in relation to the nearest exit and steps to take to vacate the premises in the event of an emergency. You must familiarise yourself with the location of all exits from your Room/Apartment and the building in which your Room/Apartment is situated and attend any emergency

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evacuation when required by Precinct management, fire awareness programs and participate in fire and evacuation drills which take place at the Precinct. Attendance at emergency fire and evacuation (whether as a drill or actual) is compulsory and the failure to comply will be considered, by Precinct management, as non-compliance with the Rules, which may be escalated to serious misconduct for repeated failures.

Evacuation maps are part of the fire equipment of the Precinct and must not be tampered with. In the event of an evacuation, residents must report to your building's assigned emergency assembly point for further instruction. If you are aware a fellow resident of the Precinct is not in attendance at the emergency assembly point, you must immediately notify the Precinct management in attendance at the assembly point.

The Precinct is regularly inspected by the fire brigade for safety and fire code compliance. Residents must keep common areas clear of any items which may affect safe access to and egress from buildings in the Precinct. Whenever Precinct management encounter these obstructions or are informed of their presence, they will proceed to remove the obstructions to ensure fire code compliance.

If Precinct management is required to remove any obstructing items left in common areas, residents will be charged the cost to remove the obstruction, together with an administration fee. Repeated violations by a resident(s) of this Rule 25 may, in the absolute discretion of Precinct management, be considered as serious misconduct, which result in disciplinary action, which may include (but is not limited to) termination of the Residential Agreement.

### 26. Exit Signs

Exit signs have been located throughout the Precinct for safety of residents and visitors. Residents (and the residents must ensure its guests and visitors) must not tamper with, disconnect, remove or otherwise interfere with or obstruct exit signs in the Precinct. Playing of ball games in Rooms, Apartments and common areas of buildings could potentially damage exit signs and are therefore prohibited. Where resident(s) is found to have caused damage or destruction to any exit signs, the responsible resident(s) will be charged for the repair, reinstatement or replacement of the signs.

### 27. Fire Alarms

Residents must not assume that a building alarm goes directly to the fire brigade. Residents must always call '000' or '112' from a mobile in an emergency situation, or immediately contact Precinct management if you are unsure what to do when you hear an alarm. The fire brigade, security and/or the Precinct monitoring services (as applicable) is obligated to respond to any alarm regardless of the cause. Any resident(s) found to have set off a false fire alarm, whether on purpose, accidental or because of carelessness, is responsible for any charges levied by the fire brigade, Precinct monitoring services and/or security (as applicable) on the Precinct or University for the call out. Precinct management also reserves the right to treat the false alarm as a breach of the Rules and repeated violations may be considered as serious misconduct. Refer to Rule 19 (Discipline and Misconduct) for consequences of serious misconduct.

Residents must, when showering, ensure the bathroom door is closed, as excessive steam from the bathroom may set off a fire alarm. Residents must always use (in accordance with installed signage, as applicable) bathroom exhaust fans when showering (if applicable) and kitchen exhaust fans and range hoods when cooking (see Rule 14 (Cooking)).

### 28. Fire Equipment

Fire blankets, extinguishers and/or fire hoses are located in all kitchens and/or the Apartment Common Areas (as the case may be). These are to be used for

small fires only such as stove top fires where oil has ignited. Residents must immediately notify and return all used fire blankets and/or extinguishers to Precinct management for immediate replacement.

Fire equipment that is not in working order jeopardises the safety of all residents and as such Precinct management will regularly be checking all fire equipment including fire extinguishers and hoses, fire alarm boxes, smoke detectors, exit signs and evacuation maps. It is against the law to tamper with fire equipment, including removing or covering exit signs, damaging exit signs, altering the function of door closers, disabling or covering smoke detectors, discharging fire extinguishers for any purpose other than putting out a fire and doing anything that may compromise the proper functioning of fire equipment. Violators will be subject to any fines imposed by a relevant authority or agency, possible criminal penalties, an administration fee. A breach of this Rule 28 in any way by a resident may be considered as serious misconduct (refer to Rule 19 (Discipline and Misconduct) for consequences of serious misconduct).

Any fire equipment repair or replacement that results from resident misconduct will be charged to the resident(s) responsible. If the responsible party cannot be determined, the cost incurred to repair or replace the damaged equipment will be charged to all residents of the building or Apartment as the case may be in equal shares.

### 29. Fix-it Requests & Repairs

The Precinct has a substantial asset management and maintenance schedule, which is continually being implemented, to ensure that the Precinct is maintained in an excellent condition. All maintenance in the Precinct is carried out by suitably qualified tradesperson. Residents must submit all requests for repairs or replacements in your Room/Apartment via email to [uc.campuswest@unilodge.com.au](mailto:uc.campuswest@unilodge.com.au) Fix-it requests are processed Monday to Friday by Precinct management. Residents must, as soon as practicable, report to the Precinct management any problem which they believe constitutes a safety or security risk.

Depending on the nature and extent of the problem, Precinct management shall do their best to ensure that urgent repairs are dealt with immediately. This may not always be possible due to the availability of contractors and parts required for repairs. Residents are not permitted to repair or replace electrical, plumbing, heating, security equipment, glass or any other item in the Precinct nor are they permitted to contract with any third party for such repairs. The cost of any repair or replacement in the Precinct which is necessitated because of a deliberate act or omission or the negligence of a resident(s) will be charged to that resident(s).

### 30. Flyers

Residents may only post flyers and posters on or about the Precinct only with the prior written approval of Precinct management and then only at approved locations or on bulletin boards throughout the Precinct. Any materials posted anywhere else will be removed and cleaning charges will be charged to the responsible resident(s).

### 31. Furniture

Furniture provided in a Room and/or Apartment is to remain in that Room or Apartment. It is not to be moved to another Room, Apartment or anywhere else in the Precinct, even on a temporary basis. Furniture is to remain inside Rooms and Apartments unless it has been nominated for outdoor use.

Residents are not permitted to install, bring into or use in the Room, Apartment or Precinct any item of furniture or other furnishings, including without limitation beds and mattresses, (other than those furniture items supplied in the Room, Apartment or Precinct by the Owner) without the prior written consent of Precinct management, which may be withheld or granted subject to conditions, in its absolute discretion. A breach of this Rule 31 in any way is

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considered as misconduct by Precinct management (see Rule 19 (Discipline and Misconduct) for consequences of misconduct). Any costs incurred by the Owner to remove, store, dispose of and/or rectify any damage to any item of furniture or furnishing will be on-charged to the resident(s) responsible in line with Rule 16 (Damage Charges).

**32. Garbage Disposal & Recycling**

Residents are responsible for the frequent and regular removal of all garbage from their Rooms, Apartments and areas immediately outside the Apartment entry doors. Multiple garbage bins are available for residents to dispose of rubbish. Residents are responsible for ensuring rubbish is placed in the appropriate garbage and recycling bins. In the interest of hygiene and aesthetics, residents must not place garbage adjacent to or on top of garbage bins. There are ample bins within the Precinct to cope with the garbage from all residents. Residents must not leave garbage outside their Rooms or Apartments. Residents must not dispose of garbage or throw any item over or from balconies or terraces of Apartments. Any resident found not complying with these procedures may be charged with the cost of cleaning, removing and/or disposing of the garbage, at the discretion of Precinct management.

**33. Grounds and Gardens**

The Precinct grounds are maintained by (or on behalf of) Precinct management pursuant to the Precinct landscaping plan. Residents must not remove, damage, cut or break any foliage off plants or trees within the Precinct grounds. Please help in keeping the Precinct free of litter by notifying Precinct management of any area on or about the Precinct grounds that may be in need of attention.

**34. Gym use**

If the Precinct includes a gym, it is for the use and benefit of residents of the Precinct only. The gym is not monitored and residents use the gym at their own risk at all times and releases the Owner and/or Operator of the Precinct from any liability for any personal injury, loss or damage to property arising from or in connection with the use of the gym or the gym equipment. Residents must use the gym and gym equipment for its intended purpose only, and must follow any gym rules and/or equipment instructions specified on signage in or around the gym. Residents who cause damage or destruction to the gym equipment may be charged with the cost of replacing or repairing the damaged item.

Residents may only use the gym and gym equipment if they have no medical condition or impairment (including being under the influence of drugs or alcohol) which would limit their ability to use the equipment in a safe manner. Residents who use the gym agree and consent to receive first aid/medical treatment at the resident's expense.

**35. Hazardous Material**

Hazardous materials, including (but not limited to) aerosol spray paint cans, automotive or industrial batteries, chemicals, charcoal fluid, propane, fuelled camping lanterns, kerosene, and corrosive materials like acid and explosives, must not be brought onto, used or stored in or around the Precinct because of the safety risk to you and other residents of the Precinct. If a material is deemed hazardous, Precinct management may arrange for its removal with the cost of arranging such removal to be on-charged to the resident(s) responsible for the material. Residents must not pour motor oil or any other hazardous material on the ground or down any drain in the Precinct. Motor oil is a hazardous waste material and cannot legally be recycled or discarded at the Precinct.

**36. Hazing/Initiation**

For the purposes of this Rule 36, "Hazing" means any mental or physical requirement or obligation placed upon any person or group of persons, used as a way of initiating another person(s) into a group, which could cause discomfort, pain, fright, disgrace, injury or which may be personally degrading or which violates any University policy, Precinct policy or applicable law. Hazing in any form (whether by online means, such as via social networking sites, or otherwise) is prohibited in the Precinct. Any resident who is found to be involved in Hazing (or any form of it) will be reported to the appropriate authorities and will be subject to disciplinary action at the discretion of Precinct management, which may include immediate termination of their Residential Agreement and revocation of their right to remain in the Precinct.

**37. Heating**

In the interests of safety, heaters with an exposed element, small fan heaters and bar heaters are prohibited within the Precinct. If heaters are not supplied in your Room, residents are only entitled to use enclosed column heaters with a maximum capacity not exceeding 1,200 watts with the prior consent of Precinct management.

Please use common sense when using the heaters. Residents must not leave heaters unattended when in use. Residents must not place any items of clothing or any other article over or close to a heater.

**38. Indoor Plants**

Indoor plants are permitted in Rooms and Apartments, but residents are reminded to be mindful of the needs of co-residents. Residents must not water plants in the showers or sinks as this can create plumbing problems. All indoor plants must be placed on trays or other receptacles to avoid staining carpets.

**39. Inspections and Building Condition Issues**

Subject to complying with the notice provisions in Rule 47 (Management Access to Rooms), Precinct management reserves the right to enter any Room/Apartment:

- (a) in the case of an emergency (as determined by Precinct management at its discretion);
- (b) for the purpose of inspection, maintenance or repair; or
- (c) if requested to do so by a resident who resides in the Room/Apartment (as the case may be).

Residents must not change any lock or place any additional locks on any door to their Room or any other doors within their Apartment. Inspections of Rooms/Apartments are undertaken by Precinct management to identify maintenance needs, ensure that health, safety and cleanliness standards are being maintained in the Room/ Apartment and to enable planning for renovation or refurbishment projects. Failure to pass the cleaning inspections, particularly after Precinct management has issued notice(s) from previous inspections) may result in charges to resident(s) for professional cleaners to return the Room and/or Apartment to Precinct standards.

**40. Insurance**

The Precinct assumes no responsibility for the personal property of residents and their guests. Residents should maintain insurance protection against loss and damage to or theft of personal property.

**41. Keys/Swipe Cards**

Residents will be issued with keys and/or swipe cards for access to their Room/Apartment and to Precinct common areas. It is the resident's responsibility to monitor these light signals and notify Precinct management if batteries are running low or are not working properly.



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Keys and/or swipe cards that are lost must be immediately reported to Precinct management and with appropriate identification, a resident will be issued with a new key and/or swipe card at a cost. The amount of the cost charged to the resident will be dependent on whether the lock itself has to be replaced and/or whether any keying system has to be re-programmed or replaced, as the case may be.

If your keys and/or swipe card is faulty, please return it to the Precinct administration office and it will be replaced at no charge. If your keys and/or swipe card is damaged by your use or misuse, please return it to the Precinct administration office and you will be issued with a new keys and/or swipe card at a cost.

Residents are responsible for the keys and/or swipe cards issued to them. To ensure the safety, security and welfare of fellow residents and Precinct staff, residents must not, under any circumstances, give their keys and/or swipe access card, to any other person (including, without limitation, another resident, a guest or visitor whilst unaccompanied by the resident). Any breach of this provision which results in a security breach at the Precinct or serious incident will be deemed as serious misconduct, and Precinct management may take disciplinary action against the resident, including termination of the Residential Agreement.

Residents are not permitted to duplicate keys and/or swipe card. Only Precinct management or a duly appointed locksmith may alter or repair a lock, with notice given to the affected resident(s) of the Room and/or Apartment (as applicable), at or immediately before the time that the alteration, removal or addition is carried out.

If you have lost your key and/or swipe card, locked yourself out of your Room/Apartment or if you have damaged the lock to your Room/Apartment, you must verify your identity at the Precinct administration office prior to the issue of a replacement key and/or swipe card or access being granted to your Room/Apartment. If you are locked out of your Room/Apartment after hours, please contact the duty Resident Assistant or Security, as applicable. The duty RA has a master key with which to open your Apartment/Room door. Precinct management may charge you an administration fee to attend to lock-out calls. Costs of replacing a swipe card, key and/or lock and lock out charges are outlined in the Resident Handbook.

Precinct management strongly recommends that Residents keep their Room door and windows locked when they are not in their Room/Apartment. Residents are jointly and severally liable with co-residents to lock all doors and windows in the Apartment Common Areas to prevent unauthorised access. The Precinct assumes no responsibility or liability for the personal property of residents or guests under any circumstances where doors to Rooms and/or Apartments have been left unlocked by residents and/or guests. Refer to Precinct Rule 40 (Insurance).

### **42. Kitchens**

Residents must clean the kitchen appliances and equipment supplied in the Precinct after each use. If a Resident becomes aware that a kitchen appliance requires maintenance, they should advise Precinct management via email. The cost of repairing or replacing damaged appliances and an administration fee will be on-charged to the person responsible for the damage or to all residents of an Apartment if the person responsible cannot be identified (see Rule 16 Damage Charges). Faulty appliances will be repaired at no charge.

### **43. Laundry**

For a fee, residents may use the Precinct laundry facilities. Residents may access the Precinct laundry facilities based on the operational hours set by Precinct

management (at its discretion). For specific opening hours, please contact Precinct reception and/or, where applicable, see the signage at the location of the laundry facility. Unless otherwise specified or approved by Precinct management, the Precinct laundry facilities are intended for use by residents only and residents must not permit or do (or omit to do) anything to allow any non-resident entry to and use of the Precinct laundry facilities.

Residents must provide their own washing supplies and must ensure that they leave the area in a clean and tidy state after use. Laundry left in washers or dryers must be placed in the laundry baskets located under the folding bench. Any laundry left in the Precinct laundry facilities which is not claimed within 7 days will be deemed abandoned and will be donated to a local charity (at the discretion of Precinct management). Any items left unsupervised in the Precinct laundry facilities are left at the resident's risk. The Precinct is not responsible for any damage or loss caused to clothes or other items resulting from the use by residents of the Precinct laundry facilities. Residents must use the equipment supplied in the Precinct laundry facilities for its intended use only. The cost of repairing or replacing damaged laundry equipment and an administration fee will be charged to the person responsible for the damage. Faulty appliances will be repaired at no charge.

### **44. Lighting**

Any light fixture provided by a resident in addition to existing lighting must not exceed 100 watts per fixture. Residents are not permitted to repair or replace permanent light fixtures in their Room/Apartments under any circumstances. As a matter of safety, we ask residents not to change light globes themselves, but to report blown globes via email to [uc.campuswest@unilodge.com.au](mailto:uc.campuswest@unilodge.com.au).

### **45. Mail and Communications**

The primary means of communication within the Precinct is by email, so it is important that you inform Precinct management immediately of any changes to your email address and your mobile number specified in your Residential Agreement. General notices will also be posted on the Website and around the Precinct. Unless advised otherwise by Precinct management, Residents wishing to receive standard mail should use the mailing address listed in the Resident Handbook and consult with Precinct management in regard to receipt of mail procedures at the Precinct. Where Precinct management accepts parcels delivered by Australia Post for residents, parcels will be kept at the Precinct administration office and the resident will be notified by email, indicating that you have a parcel for collection. Residents are required to acknowledge collection of parcels.

Precinct management will not sign for any courier or non-Australia Post deliveries on a resident's behalf, except in exceptional circumstances where a resident has requested and authorised Precinct management to do so and we have accepted that responsibility. Under no circumstances will the Precinct be responsible for any item delivered by courier or non-Australia Post deliveries. It is a resident's responsibility to regularly check their mail box and ensure that the name used for deliveries matches their name on their Residential Agreement. Any mail not collected within two weeks of its delivery may be returned to the sender by Precinct management, at the cost of the resident. Facilities for purchasing stamps and posting letters and parcels are available on the University campus.

### **46. Maintenance and Emergencies**

If there is an emergency situation (such as a flood, a shower that will not turn off, a Room door that will not lock etc.), please call the on-call Resident Assistant and ask for assistance on the number listed in the Resident Handbook which is staffed 24 hours a day (see also Rule 24 (Emergencies)). All other requests for maintenance/repair must be submitted by email to [uc.campuswest@unilodge.com.au](mailto:uc.campuswest@unilodge.com.au). If you submit a "fix-it request", you are deemed to have given Precinct management permission to enter your Room/Apartment to assess and carry out the requested maintenance/repair. Any questions or concerns about after-hours emergency response should be

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directed to the Precinct administration office.

### 47. Management Access to Rooms

By signing a Residential Agreement and without limiting any provision of the Residential Agreement, Residents agree to give access to Rooms/Apartments as set out in the Minimum Notice Table below (for the avoidance of doubt, Precinct management is not required to give notice to access and/or inspect Apartment Common Areas in multi-bedroom Apartments).

Notwithstanding the Minimum Notice Table below:

- Precinct management may enter the Room/Apartment with the consent of the Resident given prior to or at, or immediately before, the time of entry or where the Resident agrees to the entry; and
- where Precinct management access and inspect a Room/Apartment under this Rule, Precinct management reserves the right to enforce a breach of the Residential Agreement and/or Rules (or any part thereof), notwithstanding the purpose for which access was gained.

#### Minimum Notice Table

Purpose of Entry	Minimum Notice (given to you)
<b>(a) In an emergency or to carry out urgent repairs (determined by Precinct management, at its discretion)</b>	<b>Without notice</b>
<b>(b) Where Precinct 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 (eg – noise complaint)</b>	<b>Without notice</b>
<b>(c) Where Precinct 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 Precinct management believes is in the Room/ Apartment</b>	<b>Without notice</b>
<b>(d) Where Precinct management forms a reasonable belief that a Room and/or Apartment has been abandoned</b>	<b>Without notice</b>
<b>(e) Where Precinct management forms a reasonable belief that a you have failed to comply with your duties under the Residential Agreement</b>	<b>Without notice</b>
<b>(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)</b>	<b>where your request gives consent for access and otherwise, 24 hours</b>
<b>(g) To carry out, inspect or assess the need for work for the purpose of compliance with the Owner's statutory obligations relating to the health or safety of Room, Apartment or Precinct (as applicable)</b>	<b>2 days</b>
<b>(h) To conduct an inspection (other than final departure inspections, where not less than 24 hours' notice is to be given)</b>  <i>Notice may be given by way of an</i>	<b>2 days</b>

<b>Inspection Schedule.</b>	
<b>(i) To show prospective occupants the Room/ Apartment at reasonable hours</b>	<b>Reasonable prior notice (but not less than 24 hours unless agreed otherwise by you).</b>

Where notice is required to be given pursuant to the Minimum Notice Table, Precinct management will use reasonable endeavours to specify a reasonable time period (e.g. prior to midday or after 12pm) in which the entry may take place which does not unduly inconvenience the resident.

For the avoidance of doubt, where Precinct management gives residents a schedule in advance of Room/Apartment inspections for a period (such as, fortnightly, monthly, half yearly, yearly or any other period, as applicable from Precinct to Precinct) (**Inspection Schedule**), for the purposes of this Rule 47, the Owner is deemed to have given notice to residents from the day of issue of the Inspection Schedule.

### 48. Modifications to Buildings and Rooms

Residents must not make any internal or external modifications to Rooms, Apartments or any other part of the Precinct, such as installing shelves, hooks or hammocks, adding new light fittings, changing light fittings, painting or repainting, or altering permanent fixtures, without the prior written approval of Precinct management. Modifications undertaken without prior written approval will be removed, reinstated and/or repaired (as the case may be), at the resident's expense, and the resident will be subject to disciplinary action at Precinct management's discretion, having regard to the nature and extent of the modifications and costs for removal, repair and/or reinstatement.

### 49. Moving Out Procedures

Two calendar months prior to the end of the Term of your Residential Agreement you will be requested to confirm the date you will be vacating your Room/Apartment ("the **vacation date**"), which must be no later than the Termination Date.

Residents must comply with the following procedures and requirements whilst moving out of their Room and Apartment in addition to any other reasonable requirements of Precinct management:

- All residents must vacate their Room/Apartment on the Termination Date, unless the resident has given Precinct management prior written notification otherwise and obtained agreement from Precinct management to this effect;
- Prior to vacating a Room/Apartment, the Resident must pay in full and without set off, all fees and charges payable and due by the Resident under the Residential Agreement, or make arrangements for payment satisfactory to Precinct management;
- Precinct management may, at its election subject to resourcing and capacity constraints, undertake pre-inspections if so requested by residents. If requested by a Resident, Precinct management shall use reasonable endeavours to arrange for the pre-inspection within the period not earlier than 48 hours prior to the Termination Date, with a final inspection to take place within 24 hours after the vacation date;
- Precinct management will endeavour to undertake departure inspections of Rooms/Apartments within 24 hours (or as soon as practicable having regard to the number of departures) after the Termination Date (or any earlier departure date notified in writing by the resident and agreed by Precinct management);
- Upon vacating a Room/Apartment, residents must leave the Room/ Apartment in a condition suitable for immediate occupation by another occupant (in Precinct management's discretion), having

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regard to the condition and repair on the first day of occupation by the resident, and excepting for fair wear and tear and taking into account any notice the resident submitted to Precinct management in accordance with Rule 5 (Apartment/Room Condition Form);

- (f) All furniture and fittings within the Room/Apartment must be left in the appropriate rooms and if any are damaged or missing they will be charged to the resident responsible in accordance with these Rules; and
- (g) Residents must ensure all personal belongings and all rubbish in the Room/Apartment are removed from the Room/Apartment by no later than 10:00am on the vacation date.

### 50. Noise

Every resident is responsible for the maintenance of good order and reasonable quietness in their Room and Apartment. Residents must, at all times, show proper regard for others. Radios, televisions, stereos, musical instruments and other audio equipment should be adjusted so as not to disturb other residents of an Apartment or the Precinct. Unless permitted by Precinct Management, the use of these instruments must be kept indoor to avoid disturbing neighbours.

Residents must comply with all directions from Precinct management in relation to noise minimisation, particularly in response to noise complaints from other residents of the Precinct and/or neighbours of the Precinct. A breach of this Rule 50 is deemed as misconduct by Precinct management (refer to Rule 19 (Discipline and Misconduct) for consequences of breach, where repeated breaches may be deemed as serious misconduct).

### 51. Inappropriate Behaviour

Precinct management is committed to ensuring that anyone who is part of the Precinct community treats, and is treated, at all times fairly and equitably, in an environment which is free of harassment, intimidation, bullying and discrimination (whether by online means, such as email or via social networking sites, or otherwise). All people have the right to be treated with dignity and respect, regardless of their sex, marital status, pregnancy, race, religion, disability, age, political beliefs, family responsibilities, parental status, sexual orientation, industrial activity, gender identity or physical features.

Residents must not engage in any form of discrimination, bullying, intimidation and/ or harassment of any kind (by online means, such as email or via social media, or otherwise) towards fellow residents, Precinct management or any other person on or about the Precinct. Precinct management will enforce a zero-tolerance policy in respect of inappropriate behaviour. Examples of such unacceptable behaviour includes (but is not limited to) verbal abuse, indecent assault, use of physical force or aggression against another, use of obscene or offensive language, intimidating and threatening behaviour, obscene, offensive or harassing acts (including by any online means such as email or via social networking such as Twitter, Snapchat, Instagram or Facebook), taking and/or publishing unauthorised images or recordings (including by any online means, such as Snapchat, Instagram, Facebook, Twitter and You-Tube).

All residents must comply with any direction or request from Precinct management to cease and desist with such unacceptable behaviour, including deleting, removing and/or retracting any such offending material or behaviour issuing a formal apology (written or verbal), failure to do so will be construed as misconduct (refer to Rule 19).

Precinct management will not tolerate nor accept any form of such behaviour at the Precinct and a breach of this Rule 51 may be deemed as serious misconduct and may result in disciplinary action (at the Precinct's absolute discretion), including without limitation, referral to the appropriate authorities (including the police and the University), and termination of the resident's

Residential Agreement. See Rule 19 (Discipline and Misconduct) for consequences of serious misconduct.

The Precinct recognises and residents acknowledge the University's code of conduct and/or any such related policies (such as bullying, sexual harassment, discrimination policies), copies of which can be found on the University's website, forms part of these Rules, a breach of which is considered serious misconduct and may result in disciplinary action (at the Precinct's absolute discretion) under Precinct Rule 19 (Discipline and Misconduct).

Any resident experiencing or witnessing such behaviour should report it immediately to Precinct management, who in turn will investigate and action the complaint accordingly. Outside general office hours report such calls to the duty Resident Assistant, to University security, as the case may be. Any resident who is found to be in breach of this Rule 51 will be subject to disciplinary action at the discretion of Precinct management, which may include immediate termination of their Residential Agreement and revocation of their right to remain in the Precinct. Precinct management also reserves the right to refer the matter to the appropriate authorities, including to the University. Any residents affected by any form of such behaviour are also advised to contact the University's welfare & counselling service for support.

### 52. Overnight Guests & Unauthorised Occupancy

While Precinct management does not encourage overnight guests, it is understood that on occasion this will occur. Residents are permitted to have guests for short periods of time with the approval of the other residents of the Apartment. Extended visits are not permitted, and residents must not, in any circumstances, allow any other person to reside in their Room or the Apartment Common Areas.

To ensure compliance with fire and safety regulations, and in consideration of the rights of other residents of an Apartment, the following procedures must be followed where any guest stays between the hours of 12 midnight and 0830am:

- (a) All residents of an Apartment must be aware of a guest staying overnight and have their given approval to this;
- (b) A guest must be registered at the Precinct administration office;
- (c) A guest must always be accompanied by a resident and must never be given a Swipe Card/Room key; and
- (d) A guest cannot stay more than two consecutive nights in any given consecutive seven-day period.

For the purposes of this Rule 52:

- (a) a resident staying in a Room/Apartment other than their allocated Room/Apartment is a considered as a guest; and
- (b) no guests are permitted, at any time, in a dual occupancy room.

Any person found to occupy a Room, where the above procedure has not been followed, will be deemed as unauthorised, and the resident of the Room will be charged (and paid as a debt due on demand) an administration fee for each night the unauthorised person has stayed and will be in breach of their Residential Agreement. A guest must leave the Precinct immediately if requested to do so by Precinct management whether or not the above procedure has been followed.

Residents must ensure that any guest or other person who is in the Precinct at the invitation of the resident or in the resident's company complies with the Rules and any reasonable directions given by Precinct management and does not do anything which a resident is prohibited from doing under the Rules and the Residential Agreement.

### 53. Parties and Special Events

If a building or an Apartment has a party or other event, residents must clean

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up immediately following the event including spills, stains, removal of rubbish, restoring furniture to its proper configuration, vacuuming and cleaning surfaces. Liquids left on any surface overnight may cause extensive damage. External banners, lights, tarpaulins or external “party” decorations are strictly not permitted (except with the prior written approval of Precinct management).

Residents must immediately comply with any direction by Precinct management in relation to complaints received about a party, such as reducing the noise levels or ceasing any activity or behaviour which is causing a disturbance to other residents of the Precinct and/or nearby neighbours of the Precinct. Precinct management reserves the right to charge resident(s) a security call-out fee incurred by the Precinct if security is required / called out to attend to deal with complaints relating to a breach of this or any of the Rules. A breach of this Rule 53 is deemed as misconduct by Precinct management (refer to Rule 19 for consequences of breach, where repeated breaches may be deemed as serious misconduct).

### 54. Pest Control

Any infestations that are found to have been introduced or caused by a resident(s) will result in charges being levied for the costs of the eradication of the pests incurred by the Precinct. Good housekeeping is very important. Residents must ensure that food is not left out or uncovered. It is unhealthy and attracts ants and other pests.

The Precinct employs a pest control company to carry out routine treatments. This company will only use chemicals that are permitted by law and which comply with Australian/NZ Standards as applicable. Prior to any residential area of the Precinct being treated, 48 hours’ notice will be given to residents.

### 55. Pets

Residents are not permitted to keep pets, including (without limitation) fish, rodents, insects and reptiles in the Room, Apartment and/or the Precinct. Additionally, residents are not permitted to bring animals into any building of the Precinct. This Rule does not apply to the extent that it restricts the keeping of a guide or hearing dog.

### 56. Political and Religious Views / Solicitation

Residents are encouraged to discuss their political and religious views, however, no resident has the right to force their opinion and views on another in a way that is (or may be construed as) abusive, discriminatory or which causes (or may cause) physical or emotional harm or distress, and no person may be discriminated against or oppressed because of their beliefs.

Solicitation is an uninvited or unwanted attempt to make contact (in any form, whether by online means, such as email, social media or otherwise) with another person for the purpose of promoting religious beliefs, engaging political views, or encouraging the purchase of items or tickets to an activity or event, or membership to a club or organisation. Solicitation is prohibited in the Precinct.

### 57. Privacy and Quiet Enjoyment

Except as otherwise outlined in the Residential Agreement (including these Rules), all residents are entitled to privacy and quiet enjoyment in their Rooms and Apartments, both from Precinct staff and other residents. Residents must be respectful of noise levels and allow other residents the degree of privacy they desire. When entering another resident’s Room or Apartment, residents must knock on the door and do not enter uninvited.

Duty Managers and/or on call Resident Assistants hold a set of keys when on duty to deal with lockouts and emergencies. Duty Managers and/or on call Resident Assistants are not permitted to open Room doors without the permission of the resident, except in emergencies, as otherwise contemplated

in the Rules or as required by law. Any person requesting entry into another person’s Room will be denied access unless the resident gives permission.

### 58. Project Work

Residents must not use cutting knives or equipment on furniture, counters, tables and other surfaces as this can cause permanent damage to the Precinct and/or Precinct property. If a resident has a project that requires use of a sharp implement, then they must acquire a piece of appropriate material to cut on.

Residents must ensure that they thoroughly protect surfaces if painting posters or other projects to avoid staining walls, floor coverings, carpet and other surfaces. Precinct management reserves the right to charge the resident(s) for any damage or costs incurred by the Owner as a result of a breach of this Rule 58.

### 59. Recreational Facilities

(a) **General recreational facilities** - If the Precinct has recreational facilities, they are for the use and enjoyment of all residents of the Precinct. Non-residents, if they are registered with the Precinct administration office, are also allowed to use the recreational facilities but only if accompanied by a resident. Precinct management does not encourage the use of the Precinct's recreational facilities by non-residents on a regular basis and reserves the right to restrict non-resident use and/or access to the recreational facilities.

(b) **Pools** - If the Precinct has a pool(s), the following rules apply to its use:

- (i) access to and use of the pool is strictly limited to the opening hours displayed by signage at (or close to) the pool or otherwise as notified by Precinct management from time to time. Any resident found to be accessing and/or using (or attempting to access or use) the pool outside the opening hours will be in breach of this Rule, which is deemed as misconduct by Precinct management (refer to Rule 19 for consequences of breach);
- (ii) no glassware is permitted in, on or around the pool area;
- (iii) in the event that the pool is deemed unclean, unsafe or unhygienic by Precinct management (in its absolute discretion), the pool may be closed for an indefinite period of time at Precinct management’s discretion;
- (iv) no diving is permitted;
- (v) no unsafe or dangerous behaviour, as determined by Precinct management at its discretion, is permitted.

(c) **BBQs** - If the Precinct has barbeque(s) (BBQ) available for common use by residents, residents must only use the BBQ for its intended purpose. Resident(s) who use the BBQ must keep it tidy and clean it after each use. Due to the inherent fire hazards, residents are not permitted, under any circumstances, to bring in or use a BBQ in the Precinct (including the Room and/or the Apartment), other than those supplied by the Precinct.

### 60. Resident Assistants

As part of the Residential Program at the Precinct, a number of senior students are appointed by Precinct management to the position of Resident Assistant (RA). The role of an RA is to give support and advice to residents. Full details on the role of an RA can be obtained from the Precinct administration office. RAs must respect the privacy of residents and residents must in return respect the privacy of RAs.

### 61. Resource Centre/E-Library

If the Precinct has a resource centre/E-library, full details on the facilities in the Resource Centre/E-Library and how to use them are available from the Precinct administration office or the Website. The Resource Centre/E-Library is for the



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exclusive use of residents of the Precinct.

The Resource Centre/E-Library is not manned but is available for use 24 hours a day. Residents must not allow access to the Resource Centre/E-Library to non-residents or persons who are not personally known to them. Under no circumstances is the Resource Centre/E-Library to be left unlocked and no food or drink is ever to be consumed inside.

The Precinct is not responsible for any damaged or loss incurred by residents as a result of their use of the Resource Centre/E-Library. The cost of repairing or replacing damaged equipment in the Resource Centre/E-Library and an administration fee will be charged to the person responsible for the damage or to all residents of the Precinct if the person responsible cannot be identified. Faulty equipment will be repaired at no charge.

### 62. Roofs

The roofs of buildings in the Precinct are not constructed for pedestrian traffic. Residents must not go onto the roof of any buildings in the Precinct for both their own safety and to avoid damage. Resident(s) are responsible for and will be charged for any damage they cause to the roofs as a result of a breach of this Rule.

### 63. Running a Business from the Precinct

Residents must not conduct a business (or part thereof) of any description (including, without limitation any form of an online business) from their Room, Apartment or any other part of the Precinct without the prior written consent of Precinct management, which may be withheld or subject to conditions, at the absolute discretion of Precinct management.

### 64. Security Issues

The Precinct strives to provide its residents with a safe and secure atmosphere that is conducive to the academic life of each resident. Complacency can result in burglary, and we often think that "it will never happen to me" but when it does we are shocked and look to blame someone other than ourselves. There are several ways in which residents can further increase their level of security by:

- (a) ensuring that your Room/Apartment door closes and locks behind you when you enter or leave your Room/Apartment;
- (b) ensuring that building external doors are always kept locked;
- (c) not propping open doors (noting that this may result in an administration fee being levied on the resident(s) responsible by Precinct management);
- (d) disallowing people that you do not know from following you into a building;
- (e) getting to know your neighbours;
- (f) never lending your keys and/or swipe card to another person;
- (g) not leaving your Apartment key and/or swipe card under a pot plant, door mat or on the frame of the door jamb;
- (h) not leaving windows open when you are not in your Room/Apartment;
- (i) not leaving money or valuables in full view when you are not in your Room/Apartment;
- (j) securing your bike to a bike rack using a quality lock such as a U-bolt; and
- (k) by notifying Precinct management or University security if you notice any suspicious people or behaviour in or around the Precinct.

### 65. Shopping Trolleys

Shopping trolley(s) brought onto the property should then be kept in the

shopping trolley bay, near Community Central. The dumping of trolleys on and around the Precinct is strictly prohibited.

### 66. Smoking

Subject to any applicable University policy (and only to the extent the policy is applicable to the Precinct) which will prevail to the extent of any inconsistency with this Rule, smoking of any substance is prohibited in the Room and/or Apartment and all Precinct buildings, including all undercover outdoor common areas within the Precinct.

If, Precinct management has grounds to suspect a Resident(s) is in breach of this Rule, Precinct management may request the Resident remove from the Room and/or Apartment any substance or apparatus which Precinct management reasonably believes is in the possession of the Resident for use in the aid of smoking (such as, but not limited to, cigarettes, a hookah or shisha pipes or any associated paraphernalia). If the Resident fails to remove such items as and when requested by Precinct management, Precinct management may confiscate and hold such item(s) and release the item when the resident leaves the Precinct.

Violation of this Rule may, at the discretion of Precinct management, result in disciplinary action and an administration fee being charged in respect of, without limitation, cleaning required to remove smoking stains, cigarette butts and smells and any costs for storage of any confiscated apparatus under this Rule. Refer to Rule 19 (Discipline and Misconduct).

UC is a smoke free campus. Residents who wish to stop smoking may contact the University's welfare & counselling service for assistance.

### 67. Student Records and Privacy Policy

In signing the Residential Agreement, each resident consent to and authorises Precinct management, on behalf of the Owner, the Manager or the Operator (as the case may be), to liaise with the University to verify a resident's student status of the University and to otherwise collect, use, store and/or disclose their personal information. This may include, without limitation, disclosure of personal information about you to the University, your specified next of kin (or nominated emergency contact) and/or any other agency or authority in circumstances of an emergency or where Precinct management has serious concern for the safety, security or welfare of a resident or the Precinct community.

Upon checking-in to the Precinct and prior to receiving keys to the Room/Apartment, all residents are required to present to Precinct management photo identification (such as a passport, driver's licence or student ID) along with a copy of such photo ID for Precinct management's records. Residents must provide Precinct management with any updates to their personal details following any change to the information previously submitted, by contacting the Precinct administration office.

### 68. Summer Letting and Storage

Where applicable, residents who vacate their Rooms in the Summer Period must remove all personal belongings from their Room/Apartment. There is no guarantee that on returning from the summer break a returning resident will get the same Room or Apartment as they had in the previous year which emphasises the need to remove everything from a Room/Apartment, including all common areas. Precinct management will remove any personal belongings from a vacated room or apartment or elsewhere in the Precinct. Items will be considered as being abandoned and will be disposed of at a cost to the resident.

*Where I want to be***69. Trespassing**

Unauthorised persons (including non-residents, uninvited visitors or any other person(s) deemed to be unauthorised by Precinct management, at its absolute discretion) will be asked to and must leave the Precinct. Any person whose behaviour is unacceptable, or who is behaving in a suspicious manner will be asked by Precinct management to leave the Precinct and if they do not leave the Precinct will be trespassing. Unauthorised persons and residents who have been asked to leave after having their Residential Agreement terminated but have not left the Precinct will be trespassing. Precinct management reserves the right to report all trespassers to the police.

**70. Utilities**

Precinct management monitors utility usage throughout the Precinct on a continual basis and maintains practices in an attempt to keep utility charges to an absolute minimum. In order to ensure that utility charges remain low, Precinct management requests that residents keep their utility use to a minimum. Room and Apartment lights and other electrical equipment should be turned off when not needed. Showers and other water usage should be of a reasonable duration. Precinct management reserves the right to increase the utility charges throughout the year, if we find that utility rates or consumption increases considerably.

**71. Vacuuming**

Vacuum cleaners are available for loan from Precinct management. If a resident has borrowed a vacuum cleaner from the Precinct management and does not return it within the applicable loan period, Precinct management reserves the right to charge the resident a late return fee.

Vacuum cleaners must be checked regularly by residents and emptied after each use. If a resident notices that a vacuum cleaner is in need of repair, they must notify Precinct management by submitting a "maintenance request" via email to [uc.campuswest@unilodge.com.au](mailto:uc.campuswest@unilodge.com.au) Any resident found to be abusing or deliberately misusing a vacuum cleaner will be charged, and must pay as debt due on demand, for the repair or replacement cost.

**72. Precinct Greens/Courtyards**

The Precinct greens/courtyards are for the use and enjoyment of all residents of the Precinct. Ball games or activities such as (without limitation) rugby, soccer and cricket can be disturbing to other residents. Residents must:

- (a) consider the rights and need of other residents in the Precinct;
- (b) play far enough away from the buildings to minimise risk of window breakage and other damage to the Precinct; and
- (c) if a resident is directed to cease playing these type of games by Precinct management, the resident must do so immediately.

The Precinct reserves the right to charge the responsible resident(s) for the cost of repairing, reinstating or replacing any damaged item of or on the Precinct caused as a result of a breach of this Rule 72.

**73. Visitors**

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 12 midnight and 0830am) with a resident in accordance with the Rules. All visitors are required to leave the Precinct by 12 midnight (unless otherwise notified to residents by Precinct management from time to time). Any visitor present in the Precinct after the specified time will be considered an "unauthorised person" to which Rule 52 (Overnight Guests & Unauthorised Occupancy) and Rule 69 (Trespassing) applies. See also Rule 13 (Conduct of guests & visitors).

**74. Weapons/Firearms**

The possession of weapons (sword/knives/crossbows etc.) or fire arms (guns etc.) by a resident and/or their guests within the Precinct is strictly forbidden. If a resident is found to be in possession of a weapon and/or firearm, Precinct management will take disciplinary action which may include immediate termination of a resident's Residential Agreement and/or confiscation of the weapon/firearm. Precinct management also reserves the right to report the incident to the police, including handing over any such confiscated weapon or firearm to the police.

A breach of this Rule 74, in any way whatsoever, is deemed serious misconduct by Precinct management. See Rule 19 (Discipline and Misconduct) for consequences of serious misconduct.