



## CONDITIONS OF RESIDENCY

Monash South Africa, agrees to let, the Resident agrees to hire the premises upon the terms, and conditions set out below, the Conditions of Residency for Student Residences and the General Regulations of the Student Residences:

### 1. The following Accommodation regulation should be adhered to by students residing on campus:

Residents must:

- 1.1 apply to the Manager Student Residences, Monash South Africa, if the resident wishes to move from his or her allocated room to another. The Manager Student Residences will do his or her best to assist but there can be no assumption that a transfer will be possible.
- 1.2 in accordance with the principles of Community Living at Monash be responsible for the behaviour of their visitors, who are normally expected to leave by 11pm on the days Sunday to Thursday and by midnight on Friday and Saturday.
- 1.3 in the case of illness, permit the Manager Student Residences the right to obtain medical assistance or to send the resident either to his or her home or to a hospital at the resident's own expense.
- 1.4 participate to the best of their ability in the communal life of the Student Residences and in their conduct always to show consideration for other residents and for the furniture, property and buildings of the Student Residences. It is especially important that residents do not initiate, contribute to allow to continue, any action which makes any noise which disturbs other residents. Noise, originating from but heard outside the confines of a resident's own bedroom, may be deemed to be excessive.
- 1.5 keep their own room and communal areas in good conditions and will be charged for damage that exceeds reasonable wear and tear. Immediate notice to vacate a room will be given if, at no fault of the management of the Student Residences, a resident's room becomes unfit for living in.
- 1.6 not assign or sub-let or otherwise part with possession of their room without the written consent of Monash University South Africa Ltd.
- 1.7 use their room only for residential purposes and shall not permit or allow any other person to take up residence in the room.
- 1.8 pay legal costs and legal fees incurred by Monash University South Africa Ltd for any legal proceedings that may be required to be taken arising out of any breach on the part of the resident of either the Tenancy Agreement or the General Regulations of the Student Residences or these conditions.
- 1.9 observe all written rules and regulations made in respect of the Student Residences.

- 1.10 must arrange their own private accommodation in the beginning of each year when writing supplementary exams. No students will be allowed to stay for a vacation period at the end of their lease and not be allowed into the residences before stipulated dates on their offer letters.
2. The Manager Student Residences is responsible for all aspects of administration within the Student Residences. The Manager Student Residences is required to propose regulations concerning behaviour and to exercise authority over all students and visitors of the Student Residences.
  3. The management of the Student Residences reserves the right of entry to resident rooms by approved staff in special situations (e.g. health and safety, smoke detector tests, maintenance or in the case of emergency (actual or suspected)).
  4. For reasons of health and safety the following items are absolutely forbidden at the Student Residences:
    - (a) double adaptors (NOTE: power boards with a 10amp circuit breaker are permitted);
    - (b) personal heaters of any kind, e.g. bar radiators, fan heaters, oil heaters, etc;
    - (c) candles, incense or anything which generates a naked flame;
    - (d) missiles, fireworks, firearms and other weapons;
    - (e) pets or animals;
    - (f) refrigerators of any size are forbidden in bedrooms;
    - (g) residents are absolutely forbidden to cook food in their bedrooms;
    - (h) alcohol is not allowed in residence.
  5. Residents are permitted to cook food for personal consumption in approved kitchen areas PROVIDED all personal cooking appliances (including jugs, kettles and other heating or cooking appliances) are fitted with an automatic cut-off switch. Residents cooking food in an area that is not an approved kitchen will be in breach of these conditions and the Tenancy Agreement and will be required to vacate the premises immediately on receipt of a written notice to do so and to remove all his/her possessions in accordance with the terms of the eviction notice..
  6. The management of the Student Residences:
    - (a) reserves the right to remove / dispose of unregistered or unlicensed motor vehicles (such vehicles being not permitted on public roads) and their contents from the car park of the Student Residences;
    - (b) accepts no liability for the removal / disposal of unregistered or unlicensed motor vehicles and their contents from the car parks; and
    - (c) requires that any resident's motor vehicle brought to the car parking areas has a valid parking permit (as applies to all students and staff at Monash).
  7. The management of the Student Residences is not responsible in any way for the loss of student property (students should have all their equipment or clothes insured) or safekeeping of residents' belongings.

- (a) Lost property handed to Student Services may be available from the Manager Student Residences; and
  - (b) Belongings left by departing residents will, if their owners cannot be contacted and if no prior arrangements have been made, be disposed of after a period of one week.
8. Owing to the sensitive nature of a large communal living environment, residents who do not accept and comply with the rules and regulations of the Student Residences, including these conditions, will be required to vacate the premises immediately on receipt of a written notice to do so and to remove all his/her possessions in accordance with the terms of the eviction notice.
9. Students with a poor disciplinary or financial record in terms of their residency tenancy will not be re admitted to residence in the following academic year
10. Accommodation is offered to residents on the proviso that ALL residents are required to vacate their rooms by the end of the month in which the final examinations are written.
- (a) Residents who wish to remain in their accommodation in the mid year break between semesters may do so without additional charge, but need to submit the requisite application form to the Manager Student Residences Two weeks before the end of semester. Monash may however request that any resident vacate their room during the mid year break. The resident may keep his/her possessions in the room during this period in the locked cupboard provided for this purpose.
  - (b) Residents are not permitted to stay in Student Residences over the “summer vacation” period (December, January, and early February).
11. To protect the interest of all residents and the Student Residences, residents and/or their guests may be given immediate notice to vacate their room and/or leave the premises for any occurrence of the following points and Monash reserves all its rights, including, without being limited to, the right to terminate the Tenancy Agreement and to claim damages:
- (a) physical assault and/or physical harassment,
  - (b) sexual assault and/or sexual harassment,
  - (c) verbal abuse against another resident, guest or staff member,
  - (d) threatening behaviour,
  - (e) racial discrimination,
  - (f) intentional damage to property in the student residences,
  - (g) drunkenness,
  - (h) excessive noise,
  - (i) cooking in bedrooms,
  - (j) smoking in no smoking areas including all rooms,
  - (k) unauthorised use of and/or interfering with fire fighting equipment,
  - (l) unauthorised entry on to roofs,
  - (m) unauthorised entry into plant rooms,
  - (n) unauthorised entry into any other room,
  - (o) bringing pets into bedrooms or apartments,
  - (p) bringing firearms or other weapons on to Student Residences property,
  - (q) throwing objects from bedroom windows or from roofs,
  - (r) subletting bedrooms or apartments,
  - (s) theft,
  - (t) preventing management and/or maintenance staff from completing authorised duties,

- (u) contravening any Health and Safety Regulation,
  - (v) failure to pay rental under the Tenancy Agreement.
12. Accommodation applications (if successful) are only valid for the term of agreement only.(no more than one academic year)Residents wishing to continue their residency for a subsequent year are required to make a new application. There is NO GUARANTEE that residents seeking re – admission onto on campus accommodation will be successful in their application.
13. Residents are reminded that accommodation is available to enrolled students only. If your enrolment is terminated or invalidated, you will be unable to remain in residence and the Tenancy Agreement shall be terminated forthwith.
- (a) In any instance where a student is no longer eligible to be a resident of the student residences they forfeit the balance of the rent paid in advance for that semester. This rule applies to evictions as well as loss of eligibility for all other reasons.
  - (b) In any instance where a student voluntarily elects to vacate the student residences, they forfeit the balance of the rent paid in advance for that semester unless, in the discretion of Monash, there are exceptional circumstances.
  - (c) The circumstances where a student is not permitted to continue his or her enrolment are set out in the University Calendar Regulation – *Courses and Degrees (General) Regulations* and are reproduced below:
14. RESTRICTIONS ON ENROLMENT AND GRADUATION
- 13.1. No person shall be entitled to enrol or re-enrol for any course or study, subject or unit at the University or to be admitted to any degree or awarded any diploma of the University:
- 13.2 While that person is excluded from the University; or
- 13.3 While any prescribed fees are presently due for payment by that person to the University; or
- 13.4 While any monies other than fees referred to in subsection 13.3 are presently due for payment by that person to the University remain unpaid, unless the Registrar in that Officer's absolute discretion gives the person permission to do so.
16. MSA reserves the right to change the Conditions of Residency and Accommodation Fee Regulations at any time.

## STUDENT DECLARATION

I confirm that I have received, read, understood and accepted all aspects of the Conditions of Residency for Student Residences. I also acknowledge, understand and accept that the Conditions of Residency for Student Residences may need to be modified to affect a better community for students during the course of this Agreement and that once I have been notified of the changes and provided with a copy in writing of the revised conditions, I am bound by them. No relaxation or indulgence which Monash South Africa may show to the Resident shall in any way prejudice or be deemed to be a waiver of its rights in terms of this Agreement nor shall such relaxation or indulgence preclude Monash South Africa from Exercising its rights in terms of this tenancy Agreement in respect of any further breach by the Resident.

Should I be a current student, I agree that my application will be assessed on an individual basis and my disciplinary and financial record will be considered. Monash South Africa reserves the right to reject my application for on-campus accommodation based on the results of these assessments.

Name (*Please use block letters*)

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Address.....

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Telephone .....

Signature\*.....Date.....

**\*Applicants who are under 18 years of age at the date of signing this letter, must obtain the signature of a parent or legal guardian.**