



UNIVERSITY OF WAIKATO RESIDENTIAL AGREEMENT

Parts of this Agreement

The documents forming this Residential Agreement are:

1. [Accommodation Application](#)
2. This **Agreement** setting out terms and conditions of residential accommodation at the University
3. [Rules and Regulations Hamilton](#) or [Rules and Regulations Tauranga](#)
4. [Payment Options Hamilton](#) or [Payment Options Tauranga](#) : of the relevant Residence and term of Contract
5. [Contingency Deposit and Administration Fee](#)
6. All University **Policies** relating to occupation of the Residence collectively referred to as “**Residential Agreement**”

The Resident agrees to be bound by the terms and conditions of the Residential Agreement and the Resident fully understands these terms and conditions.

TERMS AND CONDITIONS

1 DEFINITIONS

Accommodation Application means the University’s website portal used to apply for accommodation at the relevant Residence.

Accommodation Manager means the Manager of the University’s relevant Residence as appointed by the University and includes Residential Life Manager, Accommodation Office Manager and Associate Director Student Accommodation.

Acceptance means the acceptance completed online within the Accommodation Application, forming part of this Agreement

Administration Fee means a fee of \$150 (incl GST) payable on Acceptance and as documented in the Contingency Deposit and Administration Fee. The Application Fee is non-refundable in consideration of the administration costs of the University.

Commencement Date means the start date referred to in the Accommodation Application

Contingency Deposit means a deposit of \$400 payable by the Resident on Acceptance and as documented in the Payment Option.

Accommodation Fee means the weekly rate referred to in the Payment Option for the room in the relevant Residence together with any other fees that may apply to the Residence. All Accommodation Fees must be paid to the University in accordance with payment scheme set out in the Payment Option.

Expiry Date means the date referred to in the Accommodation Application

Policies means all University policies and/or or procedures as amended by the University from time to time and published on the University’s website. Particular attention is drawn to the following:

- [Student Code of Conduct](#)



Term means the period from and including the Commencement Date up to and including the Expiry Date as stipulated in the Accommodation Application unless the agreement is terminated or extended in accordance with the terms and conditions of the Residential Agreement.

Residential Agreement means all collective documents referred to in the front of this agreement

Resident means the person stated in the Accommodation Application and a student who has enrolled at the University

Residence means the University's student residence specified in the Accommodation Application, or any other University managed student residence that the Resident occupies a room as approved by the University.

Rules and Regulations means the rules and expectations referred to in the Residential Agreement and Rules and Regulations, relating to conduct of residents and other operational matters, as amended by the University from time to time and published on the University's website (see link above)

University means the University of Waikato and all staff (including Accommodation Manager) of the University

- 1.1 In this Agreement terms highlighted in bold within brackets will, unless the context otherwise admits or requires, have (with or without the definite article) the meaning given to them by the immediately preceding words.
- 1.2 **Interpretation:** In this Agreement the following rules of interpretation apply unless the context requires otherwise:
- (a) headings are inserted for convenience of reference only and shall not be taken, read, or construed as essential parts of this Agreement;
 - (b) words denoting the singular number only shall include the plural and vice versa;
 - (c) all references to a statutory provision includes any statutory provision which amends or replaces it, and any subordinate legislation made under it;
 - (d) a reference to a clause is a reference to a clause of this Agreement; and
 - (e) any obligation not to do anything will be deemed to include an obligation not to suffer, permit or cause that thing to be done.
- 1.3 **Conflict:** Where there is any conflict between any of the provisions in this Agreement and the collective documents referred to as the Residential Agreement, the provisions of this Agreement shall prevail.
- 2. RESIDENCE**
- 2.1 The University agrees to provide the Resident with student accommodation at the Residence on the terms and conditions set out in the Residential Agreement for the Term and at the rates set out in the Payment Option or as specified from time to time by the University or as published on the University's website.



- 2.2 The Resident may only occupy the Residence for the Term specified.
- 2.3 The Resident acknowledges and agrees that:
- 2.3.1 Except for the provision in clause 2.3.2, it is an essential condition of the Residential Agreement for the Resident to be enrolled as a student at the University;
 - 2.3.2 In regard to the University's Tauranga Campus, the Accommodation Manager has full discretion to allow other tertiary students (not necessarily enrolled with the University) to reside in the University's Tauranga Residence. For the avoidance of doubt, any tertiary student residing in the Tauranga Residence will abide and adhere to the terms and conditions of the Residential Agreement.
 - 2.3.3 The University has discretion to undertake regular audits to verify the enrolment status of the Resident;
 - 2.3.4 If the Resident is not enrolled with the University (except as provided for in clause 2.3.2) or does not maintain their enrolment, then the Residential Agreement may be terminated by the University in accordance with clause 9.3.1.
- 2.4 The Residential Tenancies Act 1986 (**Act**) does not apply to this Residential Agreement in reliance of the exemption stated in section 5B of the Act.
- 2.5 All facilities and furnishings in the Residence are consistent with the Healthy Homes standards as details on the Act. This includes smoke and fire detection systems, appropriate heating systems, functional drainage mechanism and security door locks and key systems.
- 2.6 Where the Resident is under 18 years of age at the Commencement Date:
- 2.6.1 The Resident's parent or legal guardian must consent and sign the Residential Agreement on behalf of the Resident and complete and sign all documentation (including the provision of any proof of identity) as directed by the University;
 - 2.6.2 The Residential Agreement will only become valid and binding on the University if the Resident's parent or legal guardian has completed, signed, and submitted all documentation to the University;
 - 2.6.3 When the Resident attains 18 years of age, the University may request that the Resident to enter into a new Residential Agreement (**New Agreement**) on similar terms to this Agreement, and if such New Agreement is accepted and signed, this agreement will terminate on the commencement date of the New Agreement. For the avoidance of doubt, should the University not elect to enter into a New Agreement, then the provisions of the Residential Agreement shall remain in full force and effect and legally binding upon the Resident attaining 18 years of age.
- 3. FEES**
- 3.1 The Resident must pay:
- 3.1.1 Prior to the Commencement Date, the Administration Fee and Contingency Deposit and all other relevant fees and charges payable under this Residential Agreement (including any amounts identified in the Accommodation Application);



- 3.1.2 The Accommodation Fees for the full duration of the Term in accordance with the Payment Option;
- 3.1.3 Any other fees, as applicable, in accordance with the Payment Option.
- 3.2 The Application Fee is non-refundable after Acceptance of this Residential Agreement.
- 3.3 The University may enter into a specific payment plan with the Resident for any Accommodation Fee or other costs associated with this Residential Agreement. All payment plans must be signed by the University and the Resident prior to the payment plan commencing. The terms of this Residential Agreement will be modified to the extent required to give effect to such an agreed payment plan. Any agreed payment plans must stipulate that all outstanding fees under the Residential Agreement will be paid in full on the Expiry Date.
- 3.4 The Resident acknowledges that, to the extent permissible by law, there will be no reduction in any Accommodation Fee payable in the event of any utilities or other services provided by the Residence are temporarily interrupted or replaced with alternative utilities or services.
- 3.5 The Resident acknowledges and agrees that:
 - 3.5.1 As the Residential Agreement is made between the University and the Resident, the Resident remains solely responsible for the payment of all Accommodation Fees and other costs as specified in this Agreement;
 - 3.5.2 In the event that the Resident's parent, legal guardian or any other third party wishes to manage payment of the Resident's fees and/or costs under the Residential Agreement on their behalf, the Resident may forward a copy of any invoice or statement to such parent, legal guardian or third party. For the avoidance of doubt, it is the Resident's sole responsibility to advise such parent, legal guardian or third party of the payment terms and ensure payments are made to the University as and when they fall due;
 - 3.5.3 Due to privacy laws, the University is unable to disclose any information to any third party without the Resident's consent.
- 4. ROOM ALLOCATION IN RESIDENCE**
- 4.1 The University reserves the right to offer accommodation in its Residence to a larger number of students than the number of placements available in the Residence on the expectation that some students will withdraw their Accommodation Application. The Resident acknowledges that:
 - 4.1.1 The University will use its best endeavours to assign the Resident to the preferred Residence as detailed in the Accommodation Application;
 - 4.1.2 If the Resident has received confirmation of Acceptance, the Resident may be required to reside in an alternative Residence until such time as a room in the preferred Residence (as detailed in the Resident's Accommodation Application) becomes available. The University agrees to provide prior notice to the Resident should such change be required.
 - 4.1.3 The University reserves the right to allocate the Resident to an alternative room within the preferred Residence during the Term.



- 4.2 The University reserves the right to relocate or temporarily relocate the Resident to another room in the Residence in the event of:
- 4.2.1 Undertaking repair and maintenance to the Residence;
 - 4.2.2 Addressing difficulties between any of the residents of the Residence;
 - 4.2.3 Catering for specific needs of a resident with disability or health needs (including mental health);
 - 4.2.4 Reasons of student safety or student welfare;
 - 4.2.5 An emergency;
 - 4.2.6 Giving effect to an urgent limitation, termination or suspension of right to access imposed under and of the University's Policies or Rules and Regulation.

4.3 The University will use its best endeavours to provide the Resident with adequate notice prior to the implementation of clause 4.2.

5. RESIDENT OBLIGATIONS

5.1 The Resident acknowledges and agrees that:

- 5.1.1 The Resident must keep their allocated room (together with any shared facilities) in the Residence clean and tidy and in accordance with the Rules and Regulations;
- 5.1.2 The Resident must immediately notify the Accommodation Manager of any loss, damage or defect to their room or the Residence.
- 5.1.3 The Resident must not intentionally or negligently cause or permit any damage to the Residence or to any property, furniture, fixture or equipment in the Residence.
- 5.1.4 The Resident can make a complaint or appeal in writing to the University in accordance with the complaints process set out in clauses 10 and 11 and also available on the University's website [Complaints Process](#)
- 5.1.5 The Resident consents to the disciplinary process and sanctions established by the University in accordance with the Rules and Regulations. The Resident specifically acknowledges the right of the University to impose sanctions on the Resident for a breach of any provision or requirement established in accordance with the Residential Agreement.

6. RESIDENT WELLBEING AND SAFETY

- 6.1 The wellbeing and safety of the Resident is a priority for the University. In addition, the University is required to regularly check on the wellness of all residents in the Residence under the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 (**Code**).
- 6.2 The Resident must demonstrate an ability to live independently and without unreasonable affect upon other residents in the Residence.



- 6.3 A combination of electronic and staff checking protocols are utilised to undertake Code requirements. The electronic checking protocols include building access-card usage and/or frequency of the University's internet usage, social media usage and/or dining room meal-card usage together with any other digital/electronic checks, as necessary. This information is collected primarily for the purposes of carrying out wellbeing checks and maintaining the University's obligations under the Code.
- 6.4 To enable the University to facilitate its obligations under the Code, the Resident will assist in notifying the Accommodation Manager of any health requirements (including mental health needs) and/or other wellbeing, safety or behaviour of other residents in the Residence. The information provided by the Resident may be shared with other University staff where necessary.
- 6.5 The University has implemented systems designed to monitor and promote resident wellbeing and safety. To minimise health and safety risks, the Resident agrees to comply with the University's health and safety requirements and/or restrictions as set out in clause 7 of this Agreement and the University's health and safety Policies.
- 6.6 The Resident acknowledges that the University may collect or receive information about you that could assist and identify concerns about your wellbeing, safety or behaviour. Collection of this information by the University are set out in the University's Policies and clause 8 of this Agreement.

7. HEALTH AND SAFETY

- 7.1 The Resident must adhere to the University's health and safety Policies and not engage in any reckless conduct within the Residence that is likely to cause hazard and/or risk causing serious injury or illness to the Resident or others.
- 7.2 In order to maintain community health, the Resident must follow all University Policies and protocols in place to prevent the spread of any infectious or notifiable disease as defined under section 2 of The Health Act 1956 (**Health Act**); and follow all instructions issued by the *Medical Officer Health* under Section 70 of the Health Act along with any instructions of any authorised person appointed by the Director General of Health under Section 18 of the COVID-19 Public Health Response Act 2020.

8. PRIVACY

- 8.1 The Resident acknowledges that personal information collected by the University for provision of the Residential Agreement or any other use (including the Resident's enrolment with the University) will be in accordance with the Privacy Act 2020 (**Privacy Act**).
- 8.2 The Resident further acknowledges:
- 8.2.1 Access to the Resident's personal information by the University includes (but not limited to) building access card usage, frequency of the University's internet usage, evidence of social media usage, dining room meal card usage, assessment and examination results, enrolment status, student loan, student allowance or scholarship payments.
- 8.2.2 The Accommodation Manager may obtain the Resident's official academic results or confirm the Resident's enrolment status from the University for the purpose of ensuring compliance with the requirements of the Resident's Accommodation Application and Residential Agreement;



- 8.2.3 During the Resident's occupation in the Residence, if the University becomes concerned about the behaviour of the Resident affecting the health and/or safety of any person at the Residence (including the Resident), the University may:
- (i) Need contact and seek assistance from any third party who can reasonably assist in ensuring the health and safety of those persons; contact the nominated emergency contact provided by the Resident in the Accommodation Application;
 - (ii) Exchange personal and/or health information of the Resident with that third party
 - (iii) If the Resident is under 18 years of age, the University reserves the right to contact the parent, caregiver or guardian if it is deemed necessary

9. TERMINATION

- 9.1 If the Resident wishes to terminate the Residential Agreement, or the Resident is no longer enrolled as a student at the University, the Resident must:
- 9.1.1 Give 28 days written notice to the Accommodation Manager of the Resident's intention to terminate the Residential Agreement;
 - 9.1.2 Complete necessary documentation as provided by the Accommodation Manager to make application to terminate the Residential Agreement;
 - 9.1.3 Pay all Accommodation Fees, levies and any other outstanding fees and charges owing as at the date of acceptance of termination by the Accommodation Manager. The Resident acknowledges that the Contingency Fee will be non-refundable at the time of giving notice to terminate the Residential Agreement.

For the avoidance of doubt, the Resident acknowledges valid termination under this clause 9.1 will only take effect on acceptance by the Accommodation Manager.

- 9.2 The Resident further acknowledges the Accommodation Manager will have sole and absolute discretion, including (but not limited to) compassionate grounds or extenuating circumstances, when determining the Resident's application to terminate the Residential Agreement. Both the University and the Resident acknowledge and agree that the decision by the Accommodation Manager in determining the Resident's application to terminate the Residential Agreement shall be final and remain confidential to the parties.
- 9.3 If the Resident has provided the necessary notice under clause 9.1.1 and fully vacates the Residence before the end of the notice period, and finds a replacement resident (**Replacement Resident**) to occupy the Resident's room in the Residence, the University may, at its sole discretion, take into consideration the following:
- 9.3.1 The Replacement Resident's enrolment status as a student at the University in accordance with the provisions of clause 2.3.1;
 - 9.3.2 The Replacement Resident must not already be a resident in any Residence of the University;
 - 9.3.3 The replacement resident must complete the Accommodation Application and pay all associated fees and charges (including Application Fee and Contingency Deposit).



- 9.4 To assist the University with making an informed decision as to the Replacement Resident under clause 9.3, the Resident will arrange an appointment with the Accommodation Manager and the Replacement Resident. If, in the sole discretion of the Accommodation Manager, the Replacement Resident is not accepted, then the Resident may seek another Replacement Resident.
- 9.5 Should a Replacement Resident be accepted by the University, and the Replacement Resident signs a Residential Agreement to occupy the Resident's room in the Residence then:
- 9.5.1 The Resident and Replacement Resident will liaise with the Accommodation Manager to make necessary arrangements as to vacate (by the Resident) and re-occupy (by the Replacement Resident) the Residence;
- 9.5.2 The Replacement Resident must acknowledge and agree to the Residential Agreement and pay the Accommodation Fee, Application Fee, Contingency Deposit and all other costs, levies and/or charges prior to occupation of the Residence.
- 9.5.3 From the day prior to the Replacement Resident taking occupation of the Residence, and on confirmation of payment of all fees and charges owing by the Resident in accordance with clause 9.1.3, the Residential Agreement with the Resident will terminate.
- 9.6 Without limiting any other provisions of this Agreement, the University may terminate or suspend the Residential Agreement:
- 9.6.1 By giving the Resident no less than 28 days written notice if the Resident ceases to be enrolled as a student at the University.
- 9.6.2 By giving the Resident 7 days written notice if any Accommodation Fee or any other fees owing to the University under the Residential Agreement are outstanding and remain unpaid for 30 days or more after becoming due and payable and the Resident has failed to pay the outstanding fees within 28 days of the University giving written notice to the Resident to pay the outstanding fees.
- 9.6.3 By giving the Resident immediate notice if the Resident:
- (i) Commits a serious breach of the Rules and Regulations;
 - (ii) Has permanently vacated the Residence by the Expiry Date without providing the University with notice under clause 9.1.1;
 - (iii) Is deemed to be a serious risk to themselves;
 - (iv) Is found with illegal or dangerous substances in the Residence;
 - (v) Commits an illegal offence;
 - (vi) Has an infectious disease and (in the opinion of a medical professional) is at risk to others;



- 9.6.4 Without limiting any other ground of termination in this clause 9.6, by notice to the Resident effective on the date specified in that notice (including immediate notice), if the University considers that the Resident's continued occupation of the Residence poses a serious threat to the health and safety or welfare of the Resident or any other person within the Residence, including the Accommodation Manager or any University staff.
- 9.7 The Resident acknowledges that any breach of the terms of this Agreement and/or termination of the Residential Agreement by the University in accordance with clause 9.6 may be taken into account in the assessment of any future application to occupy the Residence and may result in such application being refused.
- 9.8 The Resident acknowledges that the University has discretion to issue a trespass notice on termination of the Residential Agreement.
- 9.9 On termination of the Residential Agreement, the Resident must return all keys, parking permit (if applicable) to the Accommodation Manager. The Resident acknowledges all incurring costs in failing to return any keys and/or parking permit prior to vacating the Residence will be payable by the Resident.
- 10. COMPLAINTS AND APPEAL PROCESS**
- 10.1 Where minor matters are raised, the Resident is encouraged to take a common-sense approach and raise such matters directly with the relevant resident or staff member, with an aim of resolving the matter at the lowest possible level and without undue formality.
- 10.2 Where informal discussions have been unable to yield a satisfactory resolution, or where the matter is more serious, the Resident may make a complaint to the Accommodation Manager. The Accommodation Manager will advise the Resident of the University's complaints process. If appropriate, the Accommodation Manager may manage the complaint internally within the Residence.
- 10.3 The resident must follow the University's complaint process via the University's online complaint portal.
- 10.4 A full copy of the Student Complaints Procedures is set out on the University's website:
<https://calendar.waikato.ac.nz/procedures/studentcomplaints>.
- 10.5 The Student Complaint Procedures should be read in conjunction with the University's Policies and Code.
- 10.6 If the Resident remains unsatisfied with the result of the complaint process, then the Resident may lodge an appeal via the Code complaints procedure (**Code Complaint Process**). Information on this Code Complaint Process is available through the Ministry of Education website.
<https://www.nzqa.govt.nz/about-us/make-a-complaint/make-a-complaint-about-a-provider>
- 11. APPEAL**
- 11.1 If the Resident wishes to appeal a decision made under clause 10, the Resident must first submit an appeal to the Accommodation Manager detailing the nature of the appeal (**Appeal**).
- 11.2 If, after discussing the Appeal, the resident remains unsatisfied, then the resident may make lodge an appeal through the Code Complaints Process. Information on this Code Complaint Process is available through the Ministry of Education website. <https://www.nzqa.govt.nz/about-us/make-a-complaint/make-a-complaint-about-a-provider/>



12. GENERAL

- 12.1 As this Residential Agreement is a legally binding agreement, the Resident acknowledges the right to seek independent legal advice as to the effects and implications of the Residential Agreement and has entered into this Residential Agreement freely and voluntarily.
- 12.2 Any notice to the Resident by the University must be in writing and given to the Resident either personally or leaving the notice at the Residence (or room) or by delivery by electronic mail or message.
- 12.3 The non-enforcement by the University of any term and condition of the Residential Agreement shall not constitute a waiver of any subsequent breach of agreement or any other term or condition of this Agreement.
- 12.4 This agreement is personal to the Resident and does not create or confer on the Resident any rights as tenant of any part of the Residence under the Act or create the relationship of landlord and tenant between the tenants.
- 12.5 The Resident agrees that the terms of this agreement cannot be varied or amended without the prior written consent of the University.

13. ACKNOWLEDGEMENT

- 13.1 The Resident acknowledges and agrees that by selecting Acceptance after having read and understood the Residential Agreement collective documents, the Resident confirms that he/she is authorised to enter into and agrees to the terms and conditions of the Residential Agreement.