Walcott Street, St Lucia Q. 4067
Ph: +61 (0)7 3842 4000
Email: graceadmin@grace.uq.edu.au
Website: www.grace.uq.edu.au
ABN 97 624 824 875

Student Resident Contract 2021

Standard Conditions—As at 13 October 2020

1. Contract Parties

1.1 The Parties to the Contract

1.1.1 The parties to the contract are the College, the Resident, a Guarantor (if required), and a Parent/Guardian (if the Resident is under 18 years of age). The Guarantor and Parent/Guardian may be the same person.

1.1.2 Relevant details of all parties are shown in the Schedule at 9.

1.2 The College

1.2.1 The College is Grace College: a women's residential college located on the St Lucia Campus of The University of Queensland (UQ). The College provides fully catered accommodation with community development services for women tertiary students. Grace College is a not-for-profit entity incorporated under the Qld *Religious, Educational & Charitable Institutions Act* and registered with the Australian Charities and Not-for-Profits Commission (ACNC).

1.2.2 The College operates as a community therefore admission of a Resident to the College constitutes acceptance into the College student resident community.

1.3 The Resident

1.3.1 The Resident must be a female person with whom the College contracts to provide fully catered accommodation (full board) with community development services during a designated Academic Year or part thereof.

1.3.2 Subject only to clause 4.2.2, the Resident must be a fulltime student of a tertiary institution located in Brisbane within reasonable transport distance from the College.

1.3.3 Returning Residents must provide evidence to the College that they will be a fulltime student of a tertiary institution located in Brisbane within reasonable transport distance from the College and that they had a GPA of 4.0 or greater in the last semester of their residence at the College.

1.3.4 The Resident is the primary contracting party with the College.

1.4 The Guarantor

1.4.1 If the Resident is under 18 years of age and/or not financially independent, then a financially independent adult must sign this contract as guarantor of the funds being committed by the Resident.

1.4.2 The College will not provide behavioural and/or wellbeing reports to the Guarantor unless that person is also a Parent/Guardian and the resident is under 18 years of age.

1.4.3 The Guarantor is not the primary contracting party with the College.

1.5 The Parent/Guardian

1.5.1 If the Resident is under 18 years of age, then a Parent/Guardian of the Resident must sign this contract:

- acknowledging that they have read and understood the terms and conditions of the contract;
- confirming that the Resident understands the terms and conditions of the contract;
- giving permission for the Resident to enter into the contract; and
- authorising the participation of the Resident in all activities organised or endorsed by the College for which she may be eligible during the relevant contract period(s).

1.5.2 While a Resident is under 18 years of age, the College may provide behavioural and/or wellbeing reports on the Resident to the Parent/Guardian as requested from time to time. Any such report will be made with the knowledge of the Resident.

1.5.3 Once a Resident is over 18 years of age, the College will only provide behavioural and/or wellbeing reports on the Resident to the Parent/Guardian with the specific consent of the Resident.

1.5.4 The Parent/Guardian is not the primary contracting party with the College.

2. Contract Period(s)

2.1 The chosen period(s) to be covered by this contract are indicated in the Schedule at 9.

2.2 The “Normal Contract Period” means Semesters 1 and 2 of the Academic Year as defined by The University of Queensland (UQ). Preference is given to Residents who intend to stay for the full Academic Year (i.e. both semesters).

2.3 First Year Residents and the designated Extended Student Leadership Team may also contract to reside at the College for Orientation Week in Semester 1.

2.4 First Year Residents who are international students may also contract to reside at the College in the week prior to Orientation Week in Semester 1.

2.5 All Residents may choose to include some or all of the mid-year break between semesters 1 and 2 as an extension to their contracts. When the College is unable to provide meals during this period, resident fees are adjusted accordingly. The College will notify residents as to how to apply for this extension. The extension is offered on a weekly fee basis only.

2.6 All Residents may choose to include some weeks after the end of the Semester 2 in their contract. When the College is unable to provide meals during this period, resident fees are adjusted accordingly. The College will notify residents as to how to apply for this extension. The extension is offered on a weekly fee basis only.

2.7 Any accommodation outside the provisions of this contract may only be available at the relevant Short Stay Rate. Short Stay Rates are substantially more than resident fees. The availability of Short Stay accommodation and the relevant rates may be obtained from College Administration on request.

2.8 Residents are not permitted access to the College outside the agreed contract period(s) unless additional accommodation bookings have been made according to the correct procedures.

3. Service Provision

3.1 Accommodation

3.1.1 The College will provide fully catered accommodation during the Normal Contract Period. Such accommodation will include a fully furnished study bedroom and access to shared or ensuited bathroom facilities as indicated in the Schedule at 9.

3.1.2 The College allocates rooms according to availability and in accordance with its community development strategies. While individual preferences may be taken into account, the College cannot guarantee that room allocations will meet all Residents' preferences.

3.1.3 Outside the Normal Contract Period, the College will advise what accommodation and food services are available, the applicable resident fees for such stays and the appropriate process for making a booking upon request.

3.1.4 Outside the Normal Contract Period, the College reserves the right to move the room allocation for the Resident at no additional cost in order to allow the College to undertake site maintenance or for security reasons.

3.1.5 The College reserves the right to move the room allocation for the Resident at any time in order to effect emergency repairs.

3.1.6 The Resident must give immediate notice to the College of any damages incurred or repairs required. Such notice must be made through the appropriate maintenance or emergency procedures.

3.1.7 Provided that resident fees are up-to-date, keys/fobs are issued at the beginning of each discrete period covered by this contract (e.g. semester) and must be returned at the end of each discrete period. If the Resident is returning for a further period, the keys/fobs will be re-issued provided that resident fees are up-to-date and the student qualifies to return.

3.1.8 This contract applies to accommodation for the Resident only.

3.1.9 Accommodation for female guests of Residents may be purchased on a limited basis, if room is available. Details of female guest accommodation options are available in the *Student Resident Handbook*.

3.1.10 Male guests are not permitted in the College between 11.55 pm and 8.30 am during the Normal Contract Period.

3.1.11 The College provides bedsheets and the opportunity for weekly laundry of those sheets subject to the Resident making the sheets available for that service through the appropriate procedure.

3.2 Food

3.2.1 Catering during the Normal Contract Period will consist of the provision of 3 meals per day 7 days per week in accordance with times and procedures as outlined in the *Student Resident Handbook*, the College website and email newsletter, Resident social media groups and/or the Principal's Noticeboard in the Dining Room.

3.2.2 Student Resident Contracts only cover food for the Resident themselves. Additional meal vouchers may be purchased for any guest(s) of the Resident.

3.2.3 The College cannot accept responsibility for the quality of any food once it has been removed from the Dining Room.

3.2.4 Dining Room crockery and cutlery is not to be removed from the main Dining Area at any time.

3.3 Community Development Services

3.3.1 The College will provide community development services during the Normal Contract Period. Such services may include but are not limited to:

- residential support;
- pastoral care;
- academic support;
- personal and leadership development opportunities;
- sporting, cultural, social, community service and faith-based activities (intra-college and inter-college).

3.3.2 The details of community development services provided are outlined in the *Student Resident Handbook*, the College website and email newsletter, resident social media groups and/or noticeboards throughout the College. The College reserves the right to amend or adjust scheduled services in accordance with various contingencies such as adverse weather and availability of appropriate resources.

3.4 Resident Entitlements

3.4.1 The Resident entitlements are outlined in the *Student Resident Handbook*.

3.4.2 All Residents must respect the entitlements of other residents.

3.4.3 If the Resident believes that their entitlements are being infringed whether by another student or the College, any grievances will be addressed according to the appropriate College policy or policies as approved and amended by the College Council from time to time.

4. Resident Responsibilities

4.1 Code of Conduct

4.1.1 At all times when associated with the College, all Residents are expected to:

- uphold the vocation and values of the College;
- take all necessary steps to ensure their mental, physical and emotional health including seeking appropriate help and support when required;
- observe all laws and regulations of Brisbane, Queensland and Australia;
- observe all policies and procedures of the College;

- contribute positively to the wellbeing and development of the College and particularly of the student resident community;
- endeavour to establish and maintain good relationships with all members of the College community including staff and voluntary workers;
- ensure that their conduct will enhance the reputation and protect the integrity of the College both internally and externally;
- participate in the community development programs of the College to a reasonable extent having regard to their ongoing study commitments;
- eat with the College student resident community in the Dining Area when dining at College during the Normal Contract Period;
- never engage in any inappropriate conduct such as discrimination, bullying, harassment, vilification, victimisation, excessive alcohol intoxication, use of prohibited drugs and/or misuse of prescribed medications, vandalism or abuse of any kind;
- meet financial commitments to the College according to the chosen payment plan schedule as outlined in the Schedule at 9;
- care for the College environment and facilities by acting responsibly and sustainably in relation to buildings, furniture, equipment, grounds and energy and water services;
- take responsibility for cleaning their own room and cleaning up after using common areas; and
- leave their rooms in a clean and tidy condition at the end of the contract period with all College property and equipment present and in good condition.

4.1.2 The provision and/or possession of alcohol and cigarettes to or by persons under 18 years of age except when permitted by law, is prohibited. The possession and/or use of drugs or medications, except when prescribed by a medical practitioner or otherwise permitted by law, is prohibited.

4.1.3 No alcohol is permitted in the accommodation buildings at any time. Use of alcohol on the College site is governed by the College's *Alcohol, Tobacco & Drugs Policy* as approved and amended by the College Council from time to time. The full policy is available on the College website, and in print on request from College Administration.

4.1.4 Policies and procedures are summarised in the *Student Resident Handbook* and available in full on the College website. Printed copies are available in the *Grace College Operations Manual* held in the Administration, Kitchen and Facilities offices, the Senior Resident Assistant's room, Floor Common Areas and by the Student Club President. Residents may request printed copies from College Administration. If there are any inconsistencies between the *Student Resident Handbook* and this contract, the terms of this contract prevail.

4.1.5 Residents will be charged for additional room cleaning required and/or the loss or damage of College property aside from normal wear and tear. In order to determine any applicable charges, resident entry and exit reports must be completed by both the Resident and the College.

4.1.6 Residents may be fined or residency terminated or suspended for illegal or inappropriate conduct or for breach of the terms of this contract.

4.2 Completion of Contract

4.2.1 Residents are expected to complete the contract for the full term as indicated in the Schedule at 9.

4.2.2 If the Resident withdraws from university or reduces their study load to part-time, they are no longer eligible to reside at the College as a student resident. They may apply to be a Short Stay Guest. In circumstances, where the Resident is part-time for one semester only on the basis of limited availability of study options or medical reasons, the Principal may permit continued occupancy as a student resident for that one semester only.

4.2.3 Resident fees will not be refunded for withdrawal from residency unless the vacancy can be filled.

4.2.4 The College may suspend a Resident from or terminate their residency on the basis of that Resident's illegal or inappropriate conduct at any time or for breach of this contract. No refund of resident fees is applicable in such circumstances and the administration fee will be retained by the College and used towards administrative costs in relation to such termination.

4.2.5 A break fee of $750 is applicable where a Resident withdraws from this contract and the administration fee will be retained by the College and used towards administrative costs in relation to such withdrawal.

4.3 Academic Results

4.3.1 The Resident agrees that College Administration may access their university enrolment details and results for the purposes of assessing residency and support services, and determining College and Floor Grade Point Averages (GPAs). The University of Queensland (UQ) provides direct access for the College to the relevant database for this purpose. Students of the Queensland University of Technology (QUT) must provide permission for the College to be provided with their results on the prescribed QUT form. The College Administration will arrange for this form to be completed and submitted.

4.3.2 Residents studying at tertiary institutions other than The University of Queensland (UQ) or Queensland University of Technology (QUT) must provide a copy of their interim transcripts to the College Principal within one week of receiving their final results each semester or trimester. This provision applies for each semester/trimester that the Resident is at the College irrespective of whether the contract period is complete. The administration fee will not be returned to the Resident until the results from their final semester of residency have been received.

4.3.3 The College may terminate this contract if the resident's GPA is below 4.0 in any semester covered by this contract, or in the semester prior to the period covered by this contract. No refund of resident fees is applicable in this circumstance and the administration fee will be retained by the College and used towards administrative costs in relation to such termination.

4.4 Photography

4.4.1 The Resident agrees to allow photographs or videos of her to be displayed and/or published by the College on websites, in social media, on noticeboards, and in other promotional and information materials.

4.4.2 Residents may opt out of this provision by written notice to the College at the time of entering into this contract.

4.5 Confidential Health & Medical Information

4.5.1 The Resident agrees to provide accurate and up-to-date confidential health and medical information to College Administration. Such provision will be made in writing on the form provided for this purpose. The provision of this information assists with ensuring the safety and wellbeing of that Resident and the whole College community.

4.6 Privacy

4.6.1 All information provided in accordance with clauses 4.3 to 4.5 will be dealt with as described in the College's *Privacy Policy.* This policy is available on the College website, and in print on request from College Administration.

5. Student Resident Fees

5.1 Student Resident Fee Schedule

5.1.1 The 2021 student resident fee schedule is as follows:

Type		Amount	Details
Administration Fee		$750	Once per contract; refundable only on successful completion of contract including the provision of academic results
Standard Room	17+ Weeks	$520	Full board with community development package; non-refundable
	<17 Weeks	$590	
Ensuite Room	17+ Weeks	$605	
	<17 Weeks	$685	
Twin Ensuite Room (per person)	17+ Weeks	$520	
	<17 Weeks	$590	
Orientation Week Activities		$295	New residents –O-Week participants only; once-off; non-refundable
O-Week Merchandise Only (included in O-Week Activities)		$75	New residents – post-O-Week arrivals only; once-off; non-refundable
Student Club Membership		$295	Per year; non-refundable; no discounts
		or $150	Per semester; non-refundable; no discounts
Fortnightly Payment Plan Fee		$10	Per week
Late Payment		$50	Per week
Break of Contract		$750	Only incurred if contract is broken
End of Semester Room Cleaning		$250	Subject to state in which room is left

Type	Amount	Details
Replacement Key	$35	Per lost key
Replacement Security Fob	$75	Per lost security fob
Replacement Wardrobe Key	$25	Per lost wardrobe key

5.1.2 The administration fee secures a place in the community of Grace College provided the Resident becomes or remains eligible to take up that place. It is not refundable if the Resident does not take up a place or becomes ineligible to do so. Subject to any other provision in this contact, it is refundable at the end of the contract period on the successful completion of the contract including the provision of academic results as outlined in 4.3.

5.1.3 Room Only rates are only available outside the Normal Contract Period and when the kitchen is not fully operational.

5.1.4 The applicable fees for a particular student resident contract are indicated in the Schedule at 9.

5.2 Additional Benefit Schedules

5.2.1 The additional benefit schedule for 34 and 35 week student resident contracts in 2021 is as follows:

First Year Residents

Orientation Week Activities Fee is waived.

Second Year Residents

4th term room fees reduced to $495 per week for a Standard Room or per person per week for the Twin Ensuite Room, and $577 per week for an Ensuite Room

1 free Meal Voucher per week of contract

Free tokens for 1 Washing Machine load per week of contract

Third Year or Above Residents

Room fees reduced to $495 per week for a Standard Room or per person per week for the Twin Ensuite Room, and $577 per week for an Ensuite Room for the full 34 or 35 week contract (with no upfront payment discount applying)

1 free Meal Voucher per week of contract

Free tokens for 1 Washing Machine load per week of contract

5.2.2 The additional benefit schedule for 17 and 18 week student resident contracts in 2021 is as follows:

Second & Third Year Residents

1 free Meal Voucher per week of contract

Free tokens for 1 Washing Machine load per week of contract

Fourth Year or Above Residents

Room fees reduced to $495 per week for a Standard Room or per person per week for the Twin Ensuite Room, and $577 per week for an Ensuite Room for the full 17 or 18 week contract (with no upfront payment discount applying)

1 free Meal Voucher per week of contract

Free tokens for 1 Washing Machine load per week of contract

5.3 Payment Plan Options

5.3.1 International students may choose the following payment plan options:

- annual invoice and payment (i.e. one invoice and payment per year); or
- semester invoices and semester payments (i.e. two invoices and two payments per year).

5.3.2 Domestic students may choose between the following payment plan options:

- annual invoice and payment (i.e. one invoice and payment per year);
- semester invoices and semester payments (i.e. two invoices and two payments per year);
- term invoices and term payments (i.e. four invoices and four payments per year); or
- annual invoice and fortnightly payment plan (i.e. one invoice and 17-18 payments per year depending on contract length; or one invoice and 8-9 payments per semester depending on contract length).

5.3.3 The payment option chosen by the Resident is shown in the Schedule at 9.

5.4 Upfront Payment Discounts

5.4.1 With the exception of 3rd year or above student residents, international students on 34 or 35 week contracts who pay annually will receive a discount of $5 per week on their fees.

5.4.2 The following discounts apply on room fees for upfront payments by domestic student residents in 2021:

Contract Year	Payment Type	Contract Length	
		34 or 35 Weeks	17 or 18 Weeks
First	Annual	$10 per week	N/A
	Semester	$5 per week	$5 per week
Second	Annual	$10 per week	N/A
	Semester	$5 per week	$5 per week
Third	Annual	No further discount applies	N/A
	Semester	No further discount applies	$5 per week
Fourth or Above	Annual	No further discount applies	N/A
	Semester	No further discount applies	No further discount applies

5.4.3 The upfront payment discount (if any) that applies to a particular student resident contract is shown in the Schedule at 9.

5.5 Payment Conditions

5.5.1 All resident fees are payable in advance.

5.5.2 Keys/fobs will not be issued or re-issued if resident fees are in arrears.

5.5.3 An administration fee of $10 per week applies to fortnightly payment plans.

5.5.4 A late fee of $50 per week applies when payment is not received by the due date and alternative arrangements have not been made with the College Business Manager.

5.6 Payment Methods

5.6.1 Payments may be made by cheque, money order, bank transfer or credit/debit card (MasterCard or Visa *only*).

5.6.2 Surcharges apply for use of credit/debit cards as determined by the College's bank from time to time. Surcharges will be passed onto payees.

5.7 Refunds/Credits

Any requests for refunds or credits of Student Resident Fees will be addressed according to the College's *Refund Policy* as approved and amended by the College Council from time to time. This policy is available on the College website, and in print on request through College Administration.

6. Contract Renewal

6.1 Conditions for Residents

Residents may apply for a further contract subject to:

- their compliance with the Code of Conduct at 4.1; and
- their maintaining a GPA of 4.0 in the previous contract period.

6.2 Conditions for College

The College may offer a further contract subject to:

- an assessment of the Resident's compliance with the Code of Conduct at 4.1;
- the Resident's academic record being to the standard required by the College;
- the availability of rooms; and
- the approval of the Principal.

7. Grievance Process

Any grievances will be addressed according to the College's *Grievance Policy* as approved and amended by the College Council from time to time. This policy is available on the College website, and in print on request through College Administration.

8. Insurance & Liability

8.1 Public Liability

The College maintains an appropriate level of public liability insurance.

8.2 College Property

8.2.1 The College maintains an appropriate level of property insurance for buildings, plant, furniture and equipment owned by the College.

8.2.2 Residents may be held liable for damage caused by them that is beyond normal wear and tear.

8.3 Personal Property

8.3.1 Grace College accepts no liability for any loss or damage of Residents' personal belongings including valuables.

8.3.2 All Residents are advised to arrange for insurance for their personal property.

END OF STANDARD CONDITIONS

The full contract includes the Schedule at 9 and the Execution Clause at 10.