



Short Stay Guest Contract 2022

Standard Conditions—Version 220720

1. Contract Parties

1.1 The Parties to the Contract

1.1.1 The parties to the contract are the College, the Short Stay Guest(s), a Guarantor (if required), and a Parent/Guardian (if the Short Stay Guest 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 residential college located on the St Lucia Campus of The University of Queensland. The College provides fully catered accommodation with community development services for 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 primarily as a student residential community. Admission of a Short Stay Guest to the College is admission into the student residential community environment without admission into the community itself. Many of the community development services available to student residents are not available to Short Stay Guests.

1.3 The Short Stay Guest

1.3.1 The Short Stay Guest is the person with whom the College contracts to provide accommodation as outlined in the Schedule at 9.

1.3.2 The Short Stay Guest is the primary contracting party with the College.

1.4 The Guarantor

1.4.1 If the Short Stay Guest 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 Short Stay Guest.

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 Short Stay Guest 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 Short Stay Guest is under 18 years of age, then a Parent/Guardian of the Short Stay Guest must sign this contract:

- acknowledging that they have read and understood the terms and conditions of the contract;

Grace College

Short Stay Contract 2022 – Standard Conditions

- confirming that the Short Stay Guest understands the terms and conditions of the contract; and
 - giving permission for the Short Stay Guest to enter into the contract.
- 1.5.2 While a Short Stay Guest is under 18 years of age, the College may provide behavioural and/or wellbeing reports on the Short Stay Guest to the Parent/Guardian as requested from time to time. Any such report will be made with the knowledge of the Short Stay Guest.
- 1.5.3 Once a Short Stay Guest is over 18 years of age, the College will not provide behavioural and/or wellbeing reports on the Short Stay Guest.
- 1.5.3 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 Operations Period” means Semesters 1 and 2 of the Academic Year as defined by The University of Queensland.
- 2.7 Short Stay Guests are not permitted access to the College outside the agreed contract period(s) unless additional accommodation bookings have been made according to the correct procedure; or they are guests of current residents or staff.

3. Service Provision

3.1 Accommodation

- 3.1.1 The College will provide accommodation to the Short Stay Guest during the contract period(s) in a fully furnished study bedroom with access to shared or ensuited bathroom facilities as indicated in the Schedule at 9 and under the following conditions:
- 3.1.1.1 The College allocates rooms according to availability and, while individual preferences may be taken into account, the College cannot guarantee that room allocations will meet all expressed preferences.
 - 3.1.1.2 The College reserves the right to move the room allocation for the Short Stay Guest at any time and at no additional cost in order to allow the College to undertake site maintenance (including emergency repairs) or for security reasons.
- 3.1.2 The Short Stay Guest 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 as per the *Short Stay Guest Handbook*.
- 3.1.3 Provided that Short Stay Guest fees are up-to-date, keys are issued at the beginning of each discrete period covered by this contract and must be returned at the end of each discrete period. If the Short Stay Guest is returning for a further period, keys will be re-issued provided that the Short Stay Guest fees are up-to-date and the Short Stay Guest qualifies to return.
- 3.1.4 This contract applies to accommodation for the Short Stay Guest only. Any guests of Short Stay Guests can only be accommodated under additional Short Stay Guest Contracts.
- 3.1.5 For contract periods longer than a week, the College provides the opportunity for weekly linen laundry subject to the Short Stay Guest making their linen available for that service as per the *Short Stay Guest Handbook*.

3.2 Food

- 3.2.1 During the Normal Operations Period, Short Stay Guests may include meals in their contracts. Outside the Normal Operations Period, the College will advise what food services are available for inclusion in Short Stay Guest Contracts.
- 3.2.2 Short Stay Guest Contracts only cover food for the Short Stay Guest themselves. Additional meal vouchers may be purchased for any guest(s) of the Short Stay Guest.
- 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 Short Stay Guest Entitlements

- 3.3.1 The Short Stay Guest entitlements are outlined in the *Short Stay Guest Handbook*.
- 3.3.2 All Short Stay Guests must respect the entitlements of other residents.
- 3.3.3 If the Short Stay Guest believes that their entitlements are being infringed whether by another resident, the College or the works referred to in 3.3.3 above, 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. Short Stay Guest Responsibilities

4.1 Code of Conduct

- 4.1.1 At all times when associated with the College, the Short Stay Guest is expected to:
- uphold the mission and values of the College;
 - take all necessary steps to ensure the mental, physical and emotional health of all members of the Conference Group as well as any other persons on site, 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;
 - 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 accommodation plan 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 up after using common areas; and

Grace College

Short Stay Contract 2022 – Standard Conditions

- leave their rooms in a clean and tidy condition at the end of each discrete 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 Use of alcohol and tobacco 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 through College Administration.
- 4.1.4 Policies and procedures are summarised in the *Short Stay Guest 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 Workshop offices, the Senior Resident Assistant's room, on each full floor of the accommodation buildings and by the Student Club President. Conference Groups may request printed copies from College Administration. If there are any inconsistencies between the *Short Stay Guest Handbook* and this contract, the terms of this contract prevail.
- 4.1.5 Short Stay Guests will be charged for additional room cleaning required and/or the loss or damage of College property aside from normal wear and tear.
- 4.1.6 The residency of Short Stay Guests may be terminated for illegal or inappropriate conduct or for breach of the terms of this contract.
- 4.1.7 The Short Stay Guest must fully comply with all mandates and directives as set out by the Australian and Queensland Governments including Queensland Health.
- 4.1.8 The Short Stay Guest agrees to quarantine offsite and at the expense of the Short Stay Guest should quarantine or isolation be required under Australian or Queensland Government mandate.

4.2 No Refunds

- 4.2.1 Short Stay Guest fees will not be refunded for withdrawal from residency after the contract has commenced.
- 4.2.2 The College may terminate the residency of a Short Stay Guest on the basis of that Short Stay Guest's illegal or inappropriate conduct at any time or for breach of this contract. No refund of Short Stay Guest fees is applicable in such circumstances.

4.3 Photography

- 4.3.1 The Short Stay Guest agrees to allow photographs or videos of her/him to be displayed and/or published by the College on websites, in social media, on noticeboards, and in other promotional and information materials.
- 4.3.2 Short Stay Guests may opt out of this provision by written notice to the College at the time of entering into this contract.

4.4 Confidential Health & Medical Information

- 4.4.1 The Short Stay Guest 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 Short Stay Guest and the whole College community.

Grace College

Short Stay Contract 2022 – Standard Conditions

4.5 Privacy

4.5.1 All information provided in accordance with clauses 4.3 and 4.4 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. Short Stay Guest Fees

5.1 Short Stay Guest Accommodation Fee Schedules

5.1.1 All fees are shown in Australian dollars (AUD).

5.1.2 The 2022 Short Stay Guest accommodation fee schedule is as follows:

Type of Room	Meals Provided	Cost Per Night < 28 Night Stay	Cost Per Night 28 Night Stay +	Cost Per Night 56 Night Stay +
Standard Room (Shared Bathrooms)	Room Only	\$80.00	\$75.00	\$65.00
	Breakfast Only	\$85.00	\$80.00	\$70.00
	Breakfast & Dinner	\$95.00	\$90.00	\$80.00
	Full Board (3 Meals)	\$100.00	\$95.00	\$85.00
Ensuite Room (Own Bathroom)	Room Only	\$100.00	\$95.00	\$85.00
	Breakfast Only	\$105.00	\$100.00	\$90.00
	Breakfast & Dinner	\$115.00	\$110.00	\$100.00
	Full Board (3 Meals)	\$120.00	\$115.00	\$105.00

5.1.3 The applicable Short Stay Guest accommodation fees for this contract are indicated in the Schedule at 9.

5.1.4 The schedule of additional and/or optional fees is as follows:

Purpose of Fee	Cost	Details
Additional Meal Voucher	\$15	Per meal
Replacement Key	\$35	Per lost key
Replacement Security Fob	\$75	Per lost fob

5.1.5 If a room is left in a particularly dirty condition, a Cleaning Fee of \$250 may be charged.

5.2 Payment Conditions

5.2.1 All Short Stay Guest fees are payable in advance.

5.2.2 Keys will not be issued or re-issued if Short Stay Guest fees are not paid in full.

Grace College

Short Stay Contract 2022 – Standard Conditions

5.3 Payment Methods

- 5.3.1 Payments may be made by cheque, money order, bank transfer or credit/debit card (Mastercard or *Visa only*).
- 5.3.2 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.

6. Contract Renewal

6.1 Conditions for Short Stay Guests

- 6.1.1 Short Stay Guests may apply for a further contract subject to their compliance with the Code of Conduct at 4.1.

6.2 Conditions for College

- 6.2.1 The College may offer a further contract subject to:
- an assessment of the Short Stay Guest's compliance with the Code of Conduct at 4.1; and
 - the availability of rooms.

7. Grievance Process

Any grievances will be addressed according to the College's *Grievance Policy*. 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 Short Stay Guests 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 Short Stay Guests' personal belongings including valuables.
- 8.3.2 All Short Stay Guests 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.