

## Otago Polytechnic Student Village Rules

### Introduction

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

The Rules apply to the conduct of residents by virtue of the Residential Agreement which all residents sign when they take up residence in the Village, and are binding on residents in the same way the Residential Agreement is binding. They must be read in conjunction with the terms of the Residential Agreement although in the event of any conflict between the Residential Agreement and the Rules, the Residential Agreement will prevail. The Village is entitled to amend the Rules and will notify any changes.

The Rules provide information and guidance about the standards and procedures which residents of the Village are expected to meet and comply with during their residence in the Village. Throughout the year updates of the Rules and information about residency in the Village will be distributed to residents by emails and flyers.

Any failure by residents to comply with these Rules and any update or variation of them which is notified by Village 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 Village.

The Rules are intended to benefit residents. However, the Rules should not be seen as an exhaustive list of the expectations of residents. In becoming a resident of the Village, you become a member of the Village community and accept the responsibilities and obligations associated with being a good neighbour and citizen, whether or not they are detailed in the Rules.

All residents (including new, returning and carry-over residents) must complete the Village 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 Village (or at the earliest available session during the term of their Residential Agreement). The orientation sessions are designed to foster a vibrant Village community, the paramount concern being to ensure the safety, security and well-being of all residents and staff at the Village.

### The Village

#### 1. Aesthetic Appearance

The Village is part of both the Polytechnic and the local community. You are required to maintain your room in a neat and clean state of condition/appearance. If applicable, you must in conjunction with other residents ensure that rooms, or flats, and Common Areas are maintained to the same standard.

Do not place foil, cardboard or other unsightly material or objects in or on any windows in the Village or alter any window coverings in the Village.

Keep balconies, decks and patios neat and orderly at all times and clear of personal belongings. Furniture designed for indoor use is not permitted outside (including on any balcony, deck or patio). If in the opinion of Village Management any item adversely affects the appearance of the Village, the resident concerned will be asked to remove it. If you are asked by Village Management to remove any item, you must do so within the timeframe set by Village Management.

#### 2. BBQs at the Village

Due to Health and Safety reasons and fire regulations, the use of resident BBQs are prohibited at the Village. This restriction includes the use of fire pits or any other fire apparatus, gas bottles, charcoal fires or the use by residents of any other ignition material.

#### 3. Bicycles

Bicycles must be secured only to the bicycle racks located throughout the Village or in bike sheds provided. Enquire at the office for a key. Bicycles must not be secured to other objects such as benches, light posts, trees, handrails or disabled access ramps. They are not to be placed in hallways or allowed to impede a means of access. Bicycles that are left in hallways, or pathways or access routes, and secured to anything other than sheds or racks, impede access or in any way present a safety hazard will be confiscated by Village Management and a fee will be charged for their return. Bicycles are not permitted inside rooms or apartments except with

written permission of the Village Management. The Village is not responsible for the security of or any damage sustained to any bicycle which is left in the bicycle racks or anywhere else in the Village. It is strongly recommended that D-bolt locking devices are used for securing bicycles throughout the Village.

#### 4. Car Parking and Motorcycles

The Village has limited parking spaces available and may not be able to provide parking facilities to all residents of the Village. A resident must have a valid Village parking permit, current Warrant of Fitness and a current vehicle registration to be able to park within the Village. You can purchase a parking permit from the Village Administration Office. Any vehicles that do not display a current Village parking sticker or current WOF or registration may be fined, clamped or towed away. Several visitor parking spaces are available within the Village and are clearly displayed as such. Visitor parking spaces are strictly for visitors only. Visitors who park in non-visitor areas will be clamped, fined and/or towed away. Several disabled parking spaces are also available and these spaces are strictly for residents and / or visitors with disabilities, who display a Mobility Parking Permit. Vehicles parked in a disabled parking space not displaying such permit may be fined, clamped or towed away. The Village 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 Village.

#### 5. Chalking

"Chalking", a popular means of promoting events in the Polytechnic, is prohibited in the Village. Any chalking on Village roads, footpaths, parking areas or buildings will be removed immediately by Village Management and the persons responsible for such actions will be charged for the cleaning.

#### 6. Damage or Loss

Proper care must be taken of all Village property. Removal of any Village property from its designated location or damage to any Village property will be reported to the police. The person responsible will be charged replacement and/or repair costs and an administration fee of 20% of the replacement and/or repair cost for each item taken. When responsibility cannot be attributed to a specific person, Village Management reserves the right to divide the replacement or repair cost and an administration fee between all residents of the Village. Residents are responsible for all damage to or loss of Village 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 billed. If the damaged or lost item was located within an apartment, then all residents who reside in the apartment will be held responsible and billed an equal share unless responsibility can be attributed to a specific person. In addition, persons whom Village Management determine to be responsible for the damaged or lost item may be subject to disciplinary action. Residents are also responsible for the conduct of their guests and any misconduct, injury to any person or property damage, which their guests cause.

#### 7. Flyers

Flyers and posters may be posted only after they have been approved by Village Management and then only at approved locations or on bulletin boards throughout the Village. Any materials posted anywhere else will be removed and cleaning charges will be billed to the responsible individuals.

#### 8. Grounds and Gardens

An extensive landscaping plan has been implemented for the Village and the grounds are maintained by Village Management. If you notice areas in need of attention, please let the Village Administration Office know. Please help in keeping the Village free of litter. Residents must not remove, damage, cut or break any foliage off plants or trees.

#### 9. Hazardous Material

Hazardous materials including automotive or industrial batteries, chemicals, charcoal fluid, propane, fuelled camping lanterns, kerosene, and corrosive materials like acid and explosives, must not be used or stored in or around the Village because of the safety risk to you and other occupants of the Village. If a material is deemed hazardous, Village Management will arrange for its removal with the cost of arranging such removal to be charged to the owner of the material. Do not pour motor oil or any other hazardous material on the ground or down any drain. Motor oil is a hazardous waste material and cannot legally be recycled or discarded at the Village.

#### 10. Lock outs

There will be a charge associated with all lock-outs at the Village. If you are locked out of your room or flat and require assistance to re-enter, there will be a \$5 lock-out charge during office hours, and a \$30 lock-out charge outside of office hours. All lock-out charges are donated to charity. Your safety and security at the Village is our priority.

#### 11. Pest Control

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

The Village engages a pest control company to carry out routine treatments. This company will only use chemicals that are permitted by law and which comply with New Zealand Standards as applicable.

Prior to any residential area of the Village being treated, 48 hours' notice will be given to residents.

#### 12. Pets

No pets may be kept in the Village. No animals may be brought into any building of the Village other than guide, hearing or other registered assistance dogs.

#### 13. Roofs

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

#### 14. Rubbish Disposal & Recycling

Residents are responsible for the frequent removal of all rubbish from their rooms, common areas and apartments. Multiple rubbish bins are available for you to throw away your rubbish. Residents are responsible for ensuring rubbish is placed in the appropriate rubbish and recycling bins. In the interest of hygiene and aesthetics please do not place rubbish adjacent to or on top of rubbish bins. There are ample bins within the Village to cope with the rubbish from all residents. Residents should not leave rubbish outside their rooms or apartments.

#### 15. Running a Business from the Village

Residents are not permitted to conduct a business of any description from their room, apartment or any other part of the Village except with the prior written permission of Village Management.

#### 16. Village Greens/Courtyards

The Village greens/courtyards are for the use and enjoyment of all residents of the Village. Ball games such as rugby, soccer and cricket can be disturbing to other residents. Residents taking part in these types of games must consider the rights and need of other residents. If a resident is directed to cease playing these types of games by an RA or Village Management they are to do so immediately.

#### 17. Wheelchair Access

Wheelchair ramps, curb cuts, and building entry ways must remain clear at all times to allow residents and others who use wheelchairs, free access to their rooms/apartments and other areas of the Village. Items blocking wheelchair access will be impounded and a fee charged to retrieve them.

#### Your Apartment / Room

#### 18. Apartment/Room Condition Form

When moving into a room/apartment, a resident is expected to carefully inspect the room/apartment. Within 48 hours of moving in any damaged or missing items must be reported to Village Management by returning the Room Condition Form the resident is given on arrival. This form includes a full list of all items that should be in the room/apartment. Village Management will follow up on all reported problems and take corrective action as appropriate.

If a resident fails to advise Village Management of any problem(s) within 48 hours of moving in, 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 Commencement Date. Upon vacating a room/apartment, a resident will be billed for any missing or damaged items and for damage to the room/apartment.

#### 19. Carpet Damage

Damage to carpet in a room will be billed to the resident. Damage to carpet in any Common Area will be charged equally between apartment and hall residents respectively (unless the person(s) responsible is identified). Village Management will attempt to have soiled carpet cleaned at the expense of the resident(s). In the event that a stain cannot be removed, the carpet will be replaced at the expense of the resident(s). Upon vacating a room/apartment all carpets must be in the same condition as it was in on occupation, taking into consideration general wear and tear. The cost of returning the carpet in a room/apartment/common area to this condition, including the cost of having the carpet steam cleaned, will be charged to the resident(s).

#### 20. Cleaning

Village Management will arrange:

- Sweeping, vacuuming and mopping of the external and internal common areas of the Village (e.g. laundry, administration & resource centre, communal bathrooms, etc.);
- Maintenance of the Village grounds and gardens;
- For flyers posted in non-designated areas to be taken down;
- For external garbage bins to be regularly emptied; and
- For cleaning external surface of buildings in the Village to be cleaned.

All residents are expected to:

- Clean and vacuum their room on a regular basis;
- Maintain their room in a hygienic manner;
- Clean internal windows and walls in their room;
- Remove rubbish from the room regularly; and share the responsibility of cleaning all internal common rooms, keeping them in a clean and tidy state and remove all rubbish daily.

In addition, residents who live in apartments are also expected to:

- Participate equally with other residents in keeping the apartment common areas clean;
- Clean all appliances and surfaces within an apartment;
- Clean the internal areas of the cook top, range hood, oven and refrigerator equipment; and
- Remove rubbish from the apartment regularly.
- Dispose of any food not fit for consumption, is mouldy or well past the use by date.

Residents must supply their own cleaning materials and equipment in the Village. Residents can arrange for their room/apartment to be cleaned professionally on a weekly or monthly basis for a fee. Details of fees associated with these services are available from the Village Administration Office. Where it is brought to the attention of Village Management that a room/apartment is not being cleaned 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, Village Management may arrange for the room/apartment to be cleaned at the expense of the room/apartment resident(s).

#### 21. Cooking

Cooking is only permitted in kitchens in apartments and halls. Cooking equipment such as microwaves, hot plates, rice cookers, electric woks and fry pans are not permitted in rooms. Barbeque grills and charcoal fluid may be a fire hazard and are not permitted inside buildings in the Village or outside on balconies, patios or decks. Otago Polytechnic Student Village hosts regular BBQs where all residents will be invited. Residents are not permitted to use their own BBQs.

#### 22. Damages Charges

Recipients of a bill for damage have 7 calendar days after the date of issue of the invoice by Village Management in which to pay or request a review of the invoiced claim. Any invoiced claim not challenged within 7 calendar days of issue is no longer subject to review.

Standard charges for replacement of damaged furniture and fittings in a room/apartment are available from the Village Administration Office. It is impossible to price all items or maintenance services in the Village, as they are generally dependent 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 Village plus a discretionary administration fee equivalent to 20% of that cost.

### 23. Decorating Rooms and Apartments

Posters may be used to decorate rooms and apartments, as long as they are only affixed to walls using non-marking re-usable adhesive. Do not fix sticky stars or other adhesive decorations to the ceiling or elsewhere in your room/apartment and do not use tape of any nature. The use of nails or screws will damage the walls and the paint and is prohibited. If any holes are left in the walls and require patching you will be charged not only for fixing the holes but also for painting the entire wall.

Murals or artwork are not permitted to be painted on any surface in the Village.

### 24. Disabled Access

A number of the rooms, apartments and buildings within the Village have been fitted with facilities to assist persons with disabilities. Interfering with or blocking these facilities in any way is considered misconduct and will result in disciplinary action which may include termination of a resident's Residential Agreement and their right to reside in the Village.

### 25. Dishware

Residents are required to provide their own dishware in most villages. If your room/flat is supplied with pots, pans, crockery and cutlery, it is the responsibility of each resident 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 Village Administration Office for consideration. If the Village is a catered facility, dishes and other items must not be removed from the Village catering outlets. This equipment belongs to the operator of these facilities and removal of their equipment, dishware and other items constitutes theft and will be prosecuted accordingly.

### 26. Early Release of Contract

Any application by a resident to break his/her Residential Agreement (the contract with Otago Polytechnic Student Village) is at the sole discretion of the Village Manager and may attract a break fee which can be up to and including the full remaining amount(s) payable under the Residential Agreement and any charges and fines imposed under these Rules, which must be paid before departure.

The following conditions will apply to all applications by residents to break his/her Residential Agreement:

- All known outstanding charges up to the date of release must be paid in full at the time of application for Early Release of Contract;
- The resident will forfeit his/her Contingency Fee;
- The resident will forfeit any discounts that have been offered and applied against the resident's account

Failure to fully pay on departure will result in the debt being passed on immediately to a Debt Collection Agency.

A resident may appeal a decision relating to his / her application for Early Release of Contract in writing to the Director of Operations of CLVNZ, whose decision is final and binding.

### 27. Electrical Equipment in Rooms

To prevent overloading electrical circuits and to conserve energy, please limit electrical equipment in rooms to such items as computers, study lamps, clocks, electric blankets, small stereos, hair straighteners, personal vanity items and other small appliances. These items must be maintained in good and clean operating condition. Appliances with open heating elements such as hot plates and electric heaters are prohibited in rooms and apartments unless provided by Village Management, or approved by Village Management.

### 28. Electrical Safety Reminders

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

- Never modify a plug by bending or removing prongs;
- If plug prongs break off and remain in the receptacle slots after insertion or withdrawal, do not attempt to remove them, contact the Village Administration Office for assistance;
- 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. If you discover any faulty electrical equipment, please report this to the Village Administration Office;
- Do not "daisy chain" extension cords and/or power strips;
- Large appliances such as fridges/freezers are not permitted in rooms without the pre-approval of Village Management;
- Promptly replace frayed or damaged cords.

### 29. Fix-it Requests & Repairs

The Village has a substantial asset management and maintenance schedule, which is continually being implemented, to ensure that the Village is maintained in an excellent condition.

All maintenance in the Village is carried out by suitably qualified personnel. All requests for repairs or replacements in your room/apartment can be submitted via a "fix-it request" via the Website. Requests are processed Monday to Friday by the Village Administration Office. Residents should report any problem which they believe constitutes a safety or security risk to the Village Administration Office. Depending on the nature of the problem, Village Management 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 Village nor are they permitted to contract with any third party for such repairs. The cost of any repair or replacement in the Village which is necessitated because of a deliberate act or the negligence of a resident(s) will be charged to that resident(s).

### 30. Furniture

Furniture in a room/apartment or Common Area is to remain in that room/apartment or Common Area. It is not to be moved to another room/apartment or Common Area, even on a temporary basis. Furniture is to remain inside rooms/apartments or Common Area unless Village Management has nominated it for outdoor use.

### 31. Heating

In the interests of safety, heaters with an exposed element, small fan heaters and bar heaters are prohibited within the Village. 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 Village 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.

### 32. Payment Terms

Failure to pay on the due date specified in your contract or invoice will result in a \$50 late payment fee being added to your account and 6% interest on any accommodation fees that remain unpaid after 30 days for the relevant payment date.

Sometimes unexpected things will come up and you may not have sufficient funds available on your due dates, if this occurs please advise the Village Administration Office prior to the payment due date to make alternative arrangements.

### 33. 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.

**34. Inspections and Building Condition Issues**

Subject to complying with any relevant notice provisions, Village Management reserves the right to enter any room /apartment:

- in the case of an emergency;
- at any time between semesters;
- for the purpose of inspection, maintenance or repair;
- if requested to do so by a resident; or
- in any other circumstances prescribed by these Rules.

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 to identify maintenance needs, ensure that health, safety and cleanliness standards are being maintained and enable planning for renovation or refurbishment projects. Repeated failure to pass the cleaning inspections will result in charges to residents for professional cleaners to return the room and/or apartment to Village standards.

Prior to vacating a room/apartment, residents may request a pre-inspection of a room/apartment by contacting the Village Administration Office.

**35. Keys/Swipe Cards**

Residents will be issued with keys and/or Swipe Cards, which enable access to their room/apartment and to Village common areas. Swipe Cards that are lost must be reported to the Village Administration Office immediately and with appropriate identification, a resident will be issued with a new Swipe Card at a cost of \$50. If your Swipe Card is faulty please return it to the Village Administration Office and it will be replaced at no charge. If your Swipe Card is damaged, please return it to the Village Administration Office and you will be issued with a new Swipe Card at a cost of \$50.

Residents are responsible for the keys issued to them. If a key is lost, report it immediately to the Village Administration Office. A cost of \$150 will be charged to change the lock and replace the key.

Keys must not be duplicated and only Village Management or a duly appointed locksmith can alter or repair a lock.

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 will need to verify your identity at the Village Administration Office prior to the issue of a new key and/or Swipe Card or access being granted to your room/apartment.

If you are locked out of your room/apartment after hours contact the duty staff. The Duty Manager will have a master key with which to open your apartment/room door. Lock-out fines will apply if you are locked out of your room/apartment and require assistance to re-enter.

Village Management strongly recommends that Residents keep their room door locked when they are not in their room/apartment.

**36. Kitchens**

Residents must clean the kitchen in the Village after each use.

If a Resident becomes aware that a kitchen appliance requires maintenance, they should advise Village Management via the "fix it request" on the Website.

The cost of repairing or replacing damaged appliances will be charged to the person responsible for the damage or to all residents of an apartment/building if the person responsible cannot be identified. Faulty appliances will be repaired at no charge.

**37. 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 a "fix-it request" on the Website.

**38. Maintenance Emergencies**

If there is an emergency situation after office hours, such as a flood, a shower that won't turn off or a room door that won't lock etc., please call the Duty Manager and ask for assistance on the number listed in the Village handbook. All other requests for maintenance/repair must be submitted by a "fix-it request" on the Website.

If you submit a "fix-it request", you are deemed to have given Village Management permission to immediately enter your room/apartment to carry out the requested maintenance/repair. Any questions or concerns about after hour's emergency response should be directed to the Village Administration Office.

**39. Management Access to Rooms**

Village Management is entitled to access rooms/apartments on the following basis:

<b>Purpose of Entry:</b>	<b>Notice to be given:</b>
In an emergency or for urgent repairs	Without notice
To carry out repairs and maintenance which you have requested	Without notice
To carry out general repairs and maintenance	48 hours
To inspect the room/apartment	48 hours
To show the room/apartment to prospective resident	48 hours, but the room/apartment can during the last 14 days of your occupancy be shown a reasonable number of times after such notice has been given.
If Village Management has reason to believe that you have abandoned the room	Without notice
If Village Management suspects that a person other than you is residing in the room or the apartment common areas	Without notice
If Village Management has reason to believe that there has been a serious breach of a rule	Without notice

In addition, staff will check rooms for hygiene and maintenance purposes and every attempt will be made to give notice prior to these inspections. It is preferable that you are present but management reserves the right to check in your absence. We also reserve the right to enter your room to turn down loud music or for maintenance and safety concerns.

**40. Modifications to Buildings and Rooms**

Modifications to rooms, apartments or any other part of the Village such as installing shelves or hooks, adding new light fittings, changing light fittings, painting or repainting, or altering permanent fixtures are not permitted without the prior written approval of Village Management.

Modifications undertaken without prior written approval will be removed and/or repaired at the resident's expense and the resident will be subject to disciplinary action at Village Management's discretion.

**41. Moving Out Procedures**

Two calendar months prior to the end of the academic year, all residents will be requested to confirm the date they will be vacating their room/apartment ("the vacation date") which must be prior to or on the Termination Date.

Residents must comply with the following procedures and requirements whilst moving out of their room/apartment in addition to any other reasonable requirements posted by Village Management:

1. All residents will be assumed to be vacating their room/apartment on the Termination Date unless the resident advises Village Management otherwise;

2. Prior to vacating a room/apartment all fees and charges payable by the resident under the Residential Agreement must be paid in full, or arrangements satisfactory to Village Management made for their payment;
3. If a pre-inspection of a room/apartment is required they must be arranged with Village Management 14 days prior to the vacation date;
4. Subject to prior arrangement, Village staff will inspect rooms/apartments within 14 days of the vacation date and before the rooms/apartments are reoccupied;
5. Upon vacating a room/apartment it must be left in the same state of cleanliness and repair as it was in on the first day of occupation by the resident considering fair wear and tear and taking into account any notice the resident submitted to Village Management.
6. 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 for in accordance with these Rules; and

All personal belongings must be removed from rooms/apartments by 12:00am on the vacation date and keys must be returned to the Village Administration Office by this time. A penalty equalling the cost of a key plus change of lock (plus a 20% administration fee) will be incurred for keys not returned.

#### **42. Utilities**

Village Management monitors utility usage throughout the Village 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 Village Management requests that residents keep their utility use to a minimum. Subject to the Residential Agreement, Village Management reserves the right to on charge residents for excessive utility usage, where usage remains unreasonably high after a resident has been notified of excessive usage by Village Management.

#### **43. Vacuuming**

Vacuum cleaners are either provided in all of accommodation used by residents or are available for loan from the Village Administration Office. If a resident has borrowed a vacuum cleaner from the Village and does not return it within the applicable loan period, then a late return fee will apply. 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 advise the Village Administration Office by submitting a "fix-it request". Any resident found to be abusing or deliberately misusing a vacuum cleaner will be charged for its repair or replacement. Vacuum cleaners are not designed to absorb liquid of any sort.

#### **Village Facilities**

##### **44. Information Communication Technology (ICT) and TV Facilities**

The ICT infrastructure installed throughout the Village (including WiFi access points) is an essential part of the Village and residents must not tamper with or remove any part of it. Damage to the ICT infrastructure caused by resident(s) will be charged to the resident(s) responsible together with an administration fee equal to 20% of the repair/replacement cost.

The WiFi Network is an extension of the Polytechnic's network and infrastructure. You will be allocated an account on payment of your Polytechnic Fees. All rules and regulations specified by the Polytechnic in relation to the WiFi network and infrastructure apply within the Village.

- The network is not to be used for any criminal activity, including port surfing or computer hacking; and
- The network may be monitored by the Polytechnic's network security services. Each apartment and each common room at Village has a free-to-air television service connection which resident(s) must not tamper with or remove. SKY television is also available at the Village.

##### **45. Laundry**

For a fee, Residents can make use of the Village laundry facilities. Residents can access the Village laundry by using their Swipe Cards. Residents are expected to provide their own washing supplies and must ensure that they leave the area in a tidy state. Any laundry left in the Village laundry facilities which is not claimed within 7 days will be deemed abandoned and will be donated to a local charity.

The Village is not responsible for any damage caused to clothes or other items resulting from the use by residents of the Village laundry facilities.

The cost of repairing or replacing damaged laundry appliances and an administration fee of 20% of that cost will be charged to the person responsible for the damage or to all residents of the Village if the person responsible cannot be identified. Faulty appliances will be repaired at no charge.

#### **46. Mail and Communications**

The primary means of communication within the Village is by email, so it is important that you inform Village Management immediately of any changes to your email address. General notices will also be posted on the Website and around the Village.

Residents wishing to receive standard mail should use the mailing address listed in the Village handbook. When parcels are delivered by couriers or NZ Post, they will be kept at the Village Administration Office and you can check Facebook to find out if you have a parcel for collection. Residents are required to provide ID on collection of parcels.

While we accept mail from courier companies we do not accept any liability if the mail goes astray. Any arrangement to have mail delivered by courier is based on this understanding.

It is a resident's responsibility to regularly check their mail box. Any mail not collected within one month of its delivery may be returned to sender by Village Management. Facilities for purchasing stamps and posting letters and parcels are available from the post office located on the Polytechnic campus.

#### **47. Recreational Facilities**

If the Village contains recreational facilities, they are for the use and enjoyment of all residents of the Village. Non-residents, if they are registered with the Village office, are also allowed to use the recreational facilities but only if accompanied by a resident. Village Management does not encourage the use of the Village's recreational facilities by non-residents on a regular basis and reserves the right to restrict non-resident use.

#### **48. Summer Letting and Storage**

Village Management will remove any personal belongings from a vacated room or apartment. Items will be considered as being abandoned and will be disposed of at a cost to the resident. Any belongings left in a room after the departure date stated on the forms will be disposed of. Limited storage may be available during summer at a small fee. Ask your office for details.

#### **Your Wellbeing**

##### **49. Absence from Room**

If you expect to be absent from your room for more than 48 hours, please inform the office, and leave an emergency contact number. You do not have to tell the office where you are going, we just want to know how to contact you urgently if we need to, and so we will not worry. If you are detained away from the Village for any reason, please contact any office and leave a message if it is unattended. Should another resident or a Resident Assistant report to Village Management that you have not been seen for 48 hours and you have not advised us of your intended absence or there is a reason for concern, Village Management 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 for more than 72 hours, and we have no records of your whereabouts, Village Management will report you as a missing person to the police. If you are under 18 years of age, we will also contact the person nominated as Guarantor and/or parents and/or legal guardians in your Residential Agreement.

##### **50. 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. Studies on alcohol abuse within tertiary institutions show that there are significant secondary effects 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 friend or if the behaviour of another resident affects the living habits of others, the resident should endeavour to seek help for that other person. Residents should ask their appointed Resident Assistants or Community Manager for contact details to the Polytechnic's Health and Counselling Services.

Otago Polytechnic Student Village promotes a sensible and responsible attitude towards alcohol. Specific rules can be found in a resident's room on arrival. Reasonable and responsible use of alcohol is important for the well-being of the community. Residents emphasise in surveys that they support particular vigilance about excessive noise and anti-social behaviour. Otago Polytechnic Student Village occasionally refers residents to the Polytechnic proctor (the person responsible for investigating breaches of discipline at Otago Polytechnic) or the police. The reference is usually because of inappropriate behaviour associated with alcohol. Alcohol may be confiscated if alcohol rules have been breached. Any alcohol confiscated is given to outside groups such as the emergency services and community organisations who provide valuable support to our community. We aim to create a climate that enables individuals 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 are not permitted at the Village. Drinking games encourage excessive drinking and drunkenness, and inhibit other social interaction and pressure players to drink over their limits. Such activities can quickly make a participant very intoxicated and are dangerous. Residents may be held responsible for any negative consequences of excessive drinking. Residents are required to comply with any policy, rule or guideline published by the Polytechnic 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.

#### **51. Candles/Incense**

Due to risk to life and property, candles, torches, incense, shisha pipes and other open flame devices are strictly prohibited anywhere inside or around buildings in the Village including in rooms and apartments. Burning of the above devices is likely to set off the smoke detectors in your room/apartment. Residents will be required to pay the cost of any charge imposed by Village Management if a false alarm occurs because of a resident's failure to comply with this Rule.

#### **52. Conduct Issues**

Residents and their guests in the Village are to show respect for order, morality, personal honour and rights as members of the Village 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 Village Management to the guest). In cases of serious misconduct by a guest whilst at the Village, Village Management may take action against the resident, including issues of a breach notice and/or termination of the Residential Agreement.

#### **53. 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. Depending on the nature of a resident's misconduct, Village Management is entitled to take the disciplinary action detailed in a resident's Residential Agreement and/or these Rules and reserves the right to refer any occurrence of misconduct to the Polytechnic and/or the police if in their absolute discretion they determined that course of action is appropriate. Disciplinary action includes but is not limited to a reprimand, community work, a behaviour contract, and/or termination of a resident's Residential Agreement and the requirement for the resident to leave the Village. Except in circumstances where Village Management do not consider it feasible (at its absolute discretion) for a resident to retain the right to reside in the Village, a warning by email or in writing will describe the unacceptable behaviour, the right of Village Management to require the resident to leave the Village and the steps which the resident must take to retain the right to continue to reside in the Village. Should a resident fail to 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 Village community, the resident may then have their Residential Agreement terminated and be required to leave their room/apartment and the Village. In circumstances of serious misconduct, as determined by Village Management at its discretion, Village Management is not required to give any prior warning or notice of its intention to terminate a resident's Residential Agreement except if to do so would breach a specific term of the Residential Agreement or any legislative requirements.

A resident required to leave the Village for disciplinary reasons will not ordinarily have the opportunity to return to their room/apartment except via prior arrangement with Village Management and then only to collect the resident's possessions and under the supervision of Village staff. In the event that a resident is asked to vacate a room for disciplinary reasons, no fees will be refunded and the Deposit paid by the resident in accordance with the terms of the Residential Agreement will be forfeited. If a resident has had their Residential Agreement terminated and been asked to leave the Village, Village Management reserves the right to refuse to accept an application for residency in the Village from that resident in the future for such time as it sees fit.

#### **54. Drugs**

The possession, cultivation, usage, or selling of any non-prescribed or illegal drugs and/or the possession of any equipment to aid the use of illegal drugs or substances is prohibited.

Any breach of this Rule, in any form, by a resident is considered serious misconduct and as a consequence Village Management reserves the right to terminate a resident's Residential Agreement and also report the incident to the police.

#### **55. Emergencies**

For any life-threatening emergency call '111' to summon fire, police and ambulance services. You will find these instructions on the back of your door. False alarms waste the time of emergency services and will result in disciplinary action and the imposition of fines and charges. 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 Village. Fire safety information is posted in all rooms/apartments.

#### **56. Evacuation**

Evacuation maps are posted in various parts of the Village indicating your location in relation to the nearest exit and steps to take to vacate the premises. Please familiarise yourself with the location of all exits from your room/apartment and the building in which your room/apartment is situated. Evacuation maps are part of the fire equipment of the Village and must not be tampered with.

In the event of an evacuation, please report to your building's assigned emergency assembly point for further instruction from your assigned Evacuation Warden or RA. The Village is regularly inspected for safety and fire code compliance. Residents are

required to keep common areas clear of any items which may affect safe egress from buildings. Whenever Village Management encounter these obstructions or are informed of their presence, they will proceed to remove the obstructions to ensure fire code compliance. If Village Management is required to remove items left in common areas, residents will be charged, with repeated violations incurring escalating charges.

#### **57. Exit Signs**

Exit signs have been located throughout the Village for the personal safety of residents and visitors. Exit signs are not to be tampered with, disconnected or removed. Playing of ball games in rooms, apartments and common areas of buildings could potentially damage exit signs and is therefore prohibited. Residents will be charged for any damage caused to signs and where the person responsible for the damage cannot be identified all residents of the apartment or building will be charged an equal share of the cost of repairing the damage.

#### **58. Fire Alarms**

Never assume that a building alarm goes directly to the fire brigade. Always call '111' in an emergency situation, or the evening support number for your Village if you are unsure what to do when you hear an alarm. The fire brigade is obligated to respond to any alarm regardless of the cause. Any resident found to have set off a false fire alarm, whether purposefully or because of carelessness, is responsible for any charges levied by specialised fire service providers and may also be subject to fines and disciplinary action.

Never shower with your bathroom door open as excessive steam can set off a fire alarm.

### 59. Fire Equipment

Fire blankets/extinguishers are located in all kitchens. These are to be used for small fires only such as stove top fires where oil has ignited. Used fire blankets/extinguishers must be returned to the Village administration office for immediate replacement.

Fire equipment that is not in working order jeopardises the safety of all residents and as such Village 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 substantial fines, possible criminal penalties and disciplinary action which may include termination of a resident's Residential Agreement.

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 fine and related damage will be charged to all residents of the building or Apartment as the case may be in equal shares.

### 60. Hazing/Initiation

Hazing is defined as any mental or physical requirement or obligation placed upon any person or group of persons which could cause discomfort, pain, fright, disgrace, injury or which may be personally degrading or which violates any Polytechnic policy, Village policy or law. Hazing in any form is completely unacceptable in the Village. Any resident who is found to be involved in hazing will be reported to the appropriate authorities and will be subject to disciplinary action at the discretion of Village Management which may include immediate termination of their Residential Agreement and revocation of their right to remain in the Village.

### 61. Insurance

The Village 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.

### 62. 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 Village. Residents must at all times adhere to the Village "Noise Policy", a copy of which is contained in the Village handbook or can be obtained from the Village administration office or Website.

### 63. Inappropriate Behaviour

Village Management is committed to ensuring that anyone who is part of the Village community treats, and is treated, at all times fairly and equitably, in an environment which is free of harassment and discrimination (whether by on-line 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 to any person (by on-line means, such as email or via social media, or otherwise). The Village will enforce a "Zero Tolerance Policy" with respect to discrimination, violence and harassment of any kind to any person, details of which are set out in the Village handbook or can be obtained from the Village administration office or website. Any instances of discrimination or harassment are likely to result in disciplinary action, and in some instances, referral to the appropriate authorities.

The Village recognises the sexual harassment policy of the Polytechnic, a copy of which can be found on the Polytechnic's website. Any obscene or harassing communications (including but not limited to written, signed, graphical, and spoken) or behaviours by a resident will be treated as a serious disciplinary issue by Village Management. Anyone receiving such communication should report it immediately to the Village Administration Office, who in turn will contact the Polytechnic's security. Outside general office hours, report such occurrences to the Duty Manager or to Polytechnic security. Village Management also reserves the right to refer the matter to the

appropriate authorities. Residents who have been victim of any form of harassment are advised to contact the Polytechnic's health & counselling service for support.

### 64. Guests

A resident is only allowed to have one guest. A resident must accompany the guest at all times. Residents are held accountable and responsible for their guest's actions and any damage they might cause. Guests may stay for a maximum of two consecutive nights. 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 or building, the following procedures must be followed:

- all residents of an Apartment must be aware of a guest staying overnight and have given their approval to this;
- a guest must be registered at the Village office where they will be issued with a guest pass which must be carried with them;
- a guest must be accompanied at all times by a resident and must never be given a Swipe Card or Room key; and
- a guest cannot stay more than two nights in any given period of seven days.

Overnight guests are not permitted during the first two weeks of each semester, nor are they permitted during the Study Break, Exam period or the holidays. 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 \$60 for each night the unauthorised person has stayed, and charged the room rate for each night the unauthorised guest has stayed, and will be in breach of their Residential Agreement. The unauthorised guest will be expected to vacate the village immediately.

A guest must leave the Village immediately if requested to do so by Village Management whether or not the above procedure has been followed. Residents must ensure that any guest or other person who is in the Village at the invitation of the resident or in the resident's company complies with the Rules and any reasonable directions given by Village Management and does not do anything which a resident is prohibited from doing under the Rules and their Residential Agreement.

### 65. Parties and Special Events

If a building or an apartment has a party or other event, residents are expected to clean 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.

### 66. Political and Religious Views / Solicitation

Residents are encouraged to discuss and debate their political and religious views, however, no resident has the right to force their opinion and views on another in a way that is abusive or which causes 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 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 Village.

### 67. Privacy and Quiet Enjoyment

All residents are entitled to privacy and quiet enjoyment in their rooms and apartments, both from Village 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 please knock on the door and do not enter uninvited. Resident Assistants hold a set of keys when on duty to deal with lockouts and emergencies. Resident Assistants are not permitted to open room doors for any reason without the permission of the occupier, except in emergencies. Any person requesting entry into another person's Room will be denied access unless the occupier gives permission in writing.

### 68. Resident Assistants (RAs)

As part of the Residential Program at the Village a number of senior students assume the position of Resident Assistant. The role of an RA is to give support and advice to residents. RAs must respect the privacy of residents and residents must in return respect the privacy of RAs.

#### 69. Security Issues

The Village strives to provide its residents with a safe and secure atmosphere that is conducive to the academic life of each resident. Complacency often results 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. With this in mind, there are several ways in which residents can further increase their level of security by:

- Ensuring that your room/apartment door closes and locks behind you when you enter or leave your
- Room/apartment;
- Ensuring that building external doors are kept locked at all times;
- Not propping open doors;
- Disallowing people that you do not know from following you into a building;
- Getting to know your neighbours;
- Never lending your key or Swipe Card to another person;
- Not leaving your Apartment key under a pot plant, door mat or on the frame of the door jamb;
- Not leaving windows wide open when you are not in your room/apartment;
- Not leaving money or valuables in full view when you are not in your room/apartment.
- Securing your bike to a bike rack using a quality lock such as a D-bolt; and
- By notifying the office or Polytechnic's security if you notice any suspicious people or behaviour in or around the Village.

#### 70. Smoking and Vaping

Otago Polytechnic and the Village are a non-smoking areas - smoking of any substance and vaping are prohibited. This includes all internal and external spaces inside the Village boundaries. Residents who wish to stop smoking should contact Otago Polytechnic's Health Services for assistance.

#### 71. Student Records

Village Management are bound by the Village "Privacy Policy", a copy of which can be obtained from the Village Administration Office or Website.

In signing your Residential Agreement, you have authorised Village Management to contact the Polytechnic to verify that you are a current student of the Polytechnic. It is a resident's responsibility to ensure that Village Management has their up to date personal details. Residents can update their personal details held by the Village by contacting the Village Administration Office.

#### 72. Trespassing

The Village has no gates and boundary walls to keep out trespassers and we encourage the Polytechnic community to visit and see the Village facilities. Unauthorised persons (including non-residents, uninvited visitors or any other person(s) deemed to be unauthorised by Village Management at its absolute discretion) will be asked to and must leave the Village. Any person whose behaviour is unacceptable, or who is behaving in a suspicious manner will be asked by Village Management to leave the Village and if they do not leave the Village will be trespassing. Unauthorised persons and residents who have been asked to leave but have not left the Village after having their Residential Agreement terminated will be trespassing.

Village Management reserves the right to report all trespassers to the police.

#### 73. Visitors

A resident is only allowed to have two visitors at any given time during the day. 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 with a resident. All visitors are required to leave the Village before quiet hours, which are 10pm-7am Sunday to Thursday and 11pm-7am Friday and Saturday. Any visitor present in the Village after midnight will be considered an "unauthorised person" and the resident responsible will be charged \$60 and charged the room rate for each night the "unauthorised person" has stayed. Overnight guests are not permitted during the first two weeks of first semester, nor are they permitted during the Study Break, Exam period or the holidays. Residents who allow a visitor to stay over these times will be fined and charged the room rate for each night the unauthorised guest has stayed. The unauthorised guest will be expected to vacate the village immediately. Visitors are expected to adhere to the Village Rules and residents are responsible for their visitors' actions at all times. To ensure compliance with fire and safety regulations, and in consideration of the rights of other residents, the maximum amount of people allowed at any given time in single rooms, studios or deluxe studios are 5 people and 10 people in apartments.

#### 74. Weapons/Firearms

The possession of weapons (sword/knives etc.) or fire arms (guns etc.), including but not limited to air guns, BB guns, air soft, archery equipment, slingshots, crossbows, replica firearms or toy guns that may be mistaken for genuine firearms, by a resident and/or their guests within the Village is forbidden. If a resident is found to be in possession of a weapon or firearm, Village Management will take disciplinary action which may include termination of a resident's Residential Agreement, confiscation of the weapon/firearm and also reserves the right to report the incident to the police.