These rules are based on many years of experience in managing student residences. They are designed to ensure that the community life in the residence is maintained and that an environment exists that is conducive for everyone to study, to sleep and to have positive social experiences. The underlying principle is consideration for others, particularly with regard to noise levels.

The Residential Rules form a part of your Residential Agreement. These rules apply to 55 Symonds, Carlaw Park Student Village, Goldie Homestead, Grafton Student Flats (70 House & 6R Carlton), Te Tirohanga o te Tāngaroa, UniLodge Anzac/Beach, UniLodge Whitaker and Waikohanga House. By signing the residential agreement, you agree to abide by these rules.

1. DISCIPLINARY AUTHORITY, FINES AND LEVIES
2. BEHAVIOURAL RULES
3. ALCOHOL, DRUGS AND SMOKING
4. PROPERTY AND BUILDING
5. SAFETY AND SECURITY
6. CANCELLING OR CHANGING YOUR RESIDENTIAL CONTRACT
7. VISITORS
8. SPECIFIC FLAT OR APARTMENT RULE

1. DISCIPLINARY AUTHORITY, FINES AND LEVIES

The rules are formulated with a view to the safety and welfare of residents, consideration for the needs of others, and the protection of property.

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

If you fail to comply with these rules and any updated or variation of them which is notified by management at your residence, it will constitute a failure by you to comply with the provisions of your Residential Agreement and may lead to disciplinary action against you, including termination of your right to reside in the residence.

You must at all times comply with these residential rules, the Policies of the University of Auckland and all New Zealand law. This includes additional rules and regulations implemented by the Area Manager and the members of the accommodation management team and/or any duly authorised agent of the University.

The Area Manager or their designated authority has the power to take disciplinary action as outlined in the University Statutes (refer: University Statutes / Statute for Student Discipline, clause 3(g)).

DISCIPLINARY FINES

- The Area Manager can impose fines of up to $1000 on you if you breach the rules. You are expected to pay on receiving the notification of the fine, unless you make some other arrangement with the Area Manager.

You can appeal to the Associate Director Campus Life (Accommodation) if you believe that you have been unfairly treated or the process has not been followed.

Address all appeals to the Associate Director Campus Life (Accommodation)

Email: mw.rengers@auckland.ac.nz

LEVIES

- You are responsible for your own actions, and you have a collective responsibility to the residential community.

- Levies can be imposed on each resident for costs incurred to repair damages/losses that cannot be attributed to a resident or group of residents, with the cost of repair or replacements attributed equally to those residents on a floor or the residence as a whole. Such levies cover the replacement of stolen or lost property and repairs to items such as broken windows and damaged furniture.

It is, therefore, in your own interest to discourage and to report any actions that might lead to cost recovery levies being imposed.

RIGHT OF ENTRY

The Area Manager, delegated staff or other duly authorised persons (including contractors) may enter your room at any time for any of the following reasons:

- If there is an emergency or there is reason to believe somebody is in clear or imminent danger.
If there has been a breach of the rules by you or a guest.
If there is external requirement for maintenance on the facilities.
To perform maintenance in response to a request from you.
For the purposes of routine inspection at all reasonable hours of the day.
Where possible, you will be given at least 24 hours notice of any inspection. There may be instances where it is not possible to give notice.

2. BEHAVIOURAL RULES

GENERAL BEHAVIOURAL RULES

You are expected to respect the rights of others in the hall community and to act in a supportive, responsible manner.
In line with this expectation, you must not act in an insulting or threatening manner towards any resident or staff member.
You may not enter another resident’s room without their expressed permission.
If you are party to any offence under these rules committed by another resident or guest, you are liable to be charged with the same offence and be subject to the same disciplinary proceedings. [Note: In this clause ‘party’ includes any resident who in any way aids, assists, counsels, procures or encourages another to commit an offence under these rules.]
As a Residential Agreement signatory you are responsible not only for your behaviour but that of your partner, children and guests. This includes any actions which may threaten the safety and wellbeing of residents, their guests, staff members, and/or the property, which may result in the termination of your residency.
Any criminal act will be reported to the Police.

BULLYING, HARASSMENT AND DISCRIMINATION

Bullying is any repeated unreasonable behaviour that is directed towards a person, or group of people, that can lead to physical or psychological harm. This includes cyberbullying. Harassment is unreasonable or unwelcome conduct that is offensive, humiliating or intimidating to any other person and is either repeated, or of such significant nature that it has a detrimental effect on the person, their performance or their work and study environment. It includes gender-based, racial, and sexual harassment. Discrimination can occur when a person is treated less favourably than another person, in the same or similar circumstances, because of a prohibited ground such as their sex, colour, religious belief, race, marital status, ethnic or national origins, family status, ethical belief, sexual orientation, political opinion, age, employment status or disability.

Bullying, harassment and discrimination have no place within the University or a residential community.
You may not behave towards other residents or staff in any way that may constitute harassment, bullying or discrimination.
Any serious incidents of harassment, bullying or discrimination may lead to the immediate termination of your residency.

Harassing behaviour may take the following forms (but is not limited to):
Offensive jokes
Expressing stereotypes (assumptions about an individual’s behaviour/values, identity or perceived identity or culture based on a group they belong to) in an offensive or insensitive manner
Derogatory or offensive material sent through the mail, email, by mobile phone text or published on a social media website
Unwanted physical contact
Intimidation
Abuse
Assault

If you believe that you are being bullied, harassed or discriminated against, seek support immediately from one of the accommodation management team.

Harassing behaviour may take the following forms (but is not limited to):

OFFENSIVE JOKES
Expressing stereotypes (assumptions about an individual’s behaviour/values, identity or perceived identity or culture based on a group they belong to) in an offensive or insensitive manner

DEROGATORY OR OFFENSIVE MATERIAL
Sent through the mail, email, by mobile phone text or published on a social media website

UNWANTED PHYSICAL CONTACT

INTIMIDATION
Abuse
Assault

If you believe that you are being bullied, harassed or discriminated against, seek support immediately from one of the accommodation management team.

The accommodation management team is available 24 hours a day for all student emergencies.

You also have access to the following support services:

University Health and Counselling Service:
Phone: 09 373 7599 ext. 87681/87682

University Proctor:
Phone: 09 923 7005
Email: proctor@auckland.ac.nz


SOCIAL MEDIA GUIDELINES

The University rules for acceptable IT use and social media apply to all residents.

Refer to: https://www.auckland.ac.nz/en/about/the-university/how-university-works/policy-and-administration/computing/use/it-acceptable-use-policy.html

NOISE

Out of consideration to your fellow residents, you may not make excessive or disruptive noise at any time.
You must exercise extra restraint between 10.00pm and 7.00am when most other residents are likely to be sleeping. This includes weekends and public holidays.
You are expected to take some responsibility for the
noise around you, by asking others to be quiet
when they are being unreasonably noisy or
unintentionally disruptive.

You must lower your noise level when asked to by
other residents.

If you experience problems with the volume of
noise that you cannot solve, contact a member of
the accommodation management team.

You are expected to be considerate of residents in
the immediate neighbourhood of your residence.
This means not causing any unnecessary
disturbance or annoyance.

Upon completing end of semester exams, you must
show consideration to other residents who are still
studying for exams.

Any breach of noise curfews during examination
periods will be viewed seriously and you will face
disciplinary action, which may result in a fine and
termination of your residency.

**PARTIES**

You must obtain the prior permission of the Area
Manager or his/her delegated authority to hold a
party in your studio, flat or any other area of the
residence. [Note: A party in this context is defined
as an event that has ten or more invited guests in a
shared apartment or 5 or more in a studio and that
includes alcohol and/or the potential of high volume
noise.]

Any member of the accommodation management
team can close down an unauthorised party.

Parties will not be approved during exam and study
time

**OBSTRUCTION**

You and/or your guests are not permitted to
obstruct any accommodation management staff or
authorised trades people in the performance of
their duties.

You must comply with any reasonable direction
given by a person holding such authority on the
residence premises.

### 3. ALCOHOL, DRUGS AND SMOKING

**ALCOHOL**

The University of Auckland’s Accommodation respects
the rights of individuals to consume alcohol in a legal
and responsible manner. The University’s rules and
guidelines concerning alcohol use are intended to
promote personal responsibility in regards to an
individual's decisions concerning alcohol use or
abstinence. It is expected that these decisions will be
based on personal values and social responsibility,
conform to the laws of New Zealand and support the
health and welfare of oneself and others.

Anyone who chooses to consume alcohol will be held
fully responsible for his/her behaviour while under the
influence of alcohol. If you are in breach of the alcohol
rules/guidelines or if the accommodation management
team have concerns about your use of alcohol, they will
intervene and set behaviour expectations for you.

Failure to comply with the specifics and spirit of the
alcohol guidelines can result in terminating your
Residential Agreement.

**Responsible Use of Alcohol includes:**

- Compliance with statutes regarding alcohol use, Possession, and distribution;
- Making informed decisions about whether and/or when to use alcohol;
- Knowing your alcohol tolerance limits and not exceeding them;
- Behaving in a way that is not disruptive or otherwise harmful to you or others when you are consuming alcohol;
- Assuming accountability for your actions while under the influence of alcohol;
- Avoiding binge drinking. The alcohol Advisory Council of New Zealand has defined binge drinking as:
  - For women, drinking four or more standard* alcohol drinks per drinking occasion, for men, drinking six or more standard* alcohol drinks per drinking occasion.
  - * The definition of one standard drink is 10 grams of alcohol. If you drink a 330 ml can of beer or a 100 ml glass of table wine or a 30 ml glass of straight spirits, you are drinking approximately 10 grams of alcohol, depending on the alcohol percentage.

- Not coercing or forcing anyone of any age to consume alcohol;
- Refraining from engaging or participating in drinking games.

The Health Promotion Agency ([http://www.alcohol.org.nz/](http://www.alcohol.org.nz/)) offers information and
guidelines for responsible drinking. They also have a
number of online self-assessment tools relating to
alcohol consumption.

**Specific rules for flats and apartments consistent
with responsible use of alcohol:**

- You and your guests are expected to use alcohol in
  a responsible manner at all times when on
  University property
- You and or/your guests may keep and consume a
  moderate amount of alcohol in the privacy of your
  own studio, flat or apartment bedroom and lounge,
  as long as you or any guests are over 18.
- In Grafton Student Flats (70 House & 6R Carlton)
  and Te Tirohanga o te Tūāngaroa, where there is a
  shared common kitchen and dining area, you are
  permitted to responsibly consume alcohol in the
  communal kitchen/dining room as part of your
  dinner meal while preparing or eating dinner. You
  may not consume alcohol in any other common
  area – including balconies, lifts, corridors, and all
  other communal living areas, or within the grounds
  of the property – unless there is a special event
  organised with the written permission of the Area
  Manager or his/her delegated authority.
Boxes, kegs, any home-brewing apparatus and drinking paraphernalia are not consistent with the requirement of a moderate amount of alcohol and are not permitted.

You may not consume alcohol or have open containers of alcohol on the grounds (outside your studio, flat or apartment) unless there is a special event organised with the written permission of the Area Resident Manager.

If you are in breach of the rules relating to alcohol, or the accommodation management team have concerns about your use of alcohol, they will intervene and set behaviour expectations for you.

If you breach these rules your residency is subject to review, with the possibility of terminating your Residential Agreement.

Alcohol-free periods could be in force in the residence leading up to and during examinations at the end of each semester. During this time, you may not be in possession of, or consume, alcohol in any part of the residence. This will be at the discretion of the Area Manager.

**DRUGS**

Non-prescribed or illegal drugs are strictly forbidden in the residence. This includes marijuana, which is an illegal substance in New Zealand.

You may not possess, cultivate, manufacture, use and/or distribute any non-prescribed or illegal drugs. You may not distribute prescribed drugs.

If you are discovered possessing, using or selling such substances you face eviction within 24 hours and possible criminal prosecution.

In such cases, you will still remain liable for all fees for the term of the Residential Agreement.

**SMOKING**

The University of Auckland is a smoke free campus

You may not smoke anywhere within the residence or grounds of the residence, this includes e-cigarettes. Smoking is not permitted in any building or grounds controlled by The University of Auckland. The residences are required to comply with the smoking policy of the University.

This rule applies to visitors as well as all residents.

If your bedroom or the flat has been contaminated or soiled by smoking, you will be charged in addition to other possible penalties, for the commercial cleaning of all furnishings such as the bed, bedding, linen, curtains, carpet, and any furniture fabric.

**PESTS**

The University has a pest management scheme in plan for Accommodation. Please do not attempt to fumigate your room yourself.

If the cleanliness and/or hygiene of your living space has caused a pest issue, the University reserves the right to on-charge the resulting pest control costs to you.

**PETS**

You may not keep a pet in your room or anywhere else on the residential premises including outside.

**FURNISHINGS**

You may not bring your own additional furniture or appliances into the residence or substitute any of the furnishings without the express permission of the Area Manager or his/her delegated authority.

Accommodation will not remove or store any provided furnishing that you may not want to use during your residency.

**MEAL PLANS (UHA and GSF only)**

If you sign up for one of the optional meal plans you are required to be on that plan for at least the semester.

**Dining Rooms:**

Meal times are an important time for socialising, and your behaviour in the dining room is expected to be of a high standard.
You are required to wear footwear in the dining room at all times.

You may not remove any food, accommodation owned crockery, or cutlery from the dining room except for specially provided takeaway lunches or late meals. If you are sick, you can arrange for a friend or your Resident Adviser to collect your meal, by obtaining authority from the accommodation management team.

You are only permitted to have guests to dine in the dining room when you have made the necessary prepayments or arrangements with reception accepting responsibility for payment for the guest meal.

You are not allowed in any University commercial kitchen without permission.

You are not allowed to tamper with, or use any of the food service equipment. This includes Bain Marie’s.

**RUBBISH AND RECYCLING:**

The University is committed to maximising recycling. Please recycle to the fullest degree.

- You are responsible for the correct disposal of recycling and rubbish from your room and shared common area.
- You must dispose of rubbish hygienically and tidily in the designated area.
- You must not leave rubbish or recycling material in the common area.

**CAR PARKS**

- There are limited car parks at some of the properties and explicit prior permission to use these must be obtained.
- There is a charge for car parks.
- Unauthorized cars may be towed away at any time and there shall be no right of redress against the University, body corporate or the property owner if this occurs.

**STORAGE**

- All of your possessions must be removed from the residence at the completion of the term of your residency.

**EXCESSIVE ENERGY USE**

Utilities including energy for living, heating and lighting are provided as part of your accommodation fee. The quantity allocated assumes your reasonable use through the year. You may be charged for any excessive use energy over and above the reasonable allocation provided for your room. Excessive use will be determined by the accommodation management based on actual usage.

**5. SAFETY AND SECURITY**

**SAFETY RULES**

- You must behave in an appropriate manner and ensure your actions do not put yourself or others at risk.
- You may not have or store firearms or other weapons within the property. They are strictly forbidden at all times.
- You cannot burn anything in your room or flat. In particular, you are not allowed to burn/light incense, oil or candles.
- You may not under any circumstances move your bed or any piece of furniture or other item against a heater, as this could cause a fire.
- You cannot interfere with fire door stays or keep fire doors open in any way.
- You may not have or use fireworks in and around the residence. Fireworks are strictly forbidden at all times.
- You may under no circumstances whatsoever go onto the roof of any residence. Failure to comply may result in immediate eviction for University accommodation.
- Most windows have a security stay fitted. You may not alter or remove these. Doing so will incur heavy penalties.
- If you cause the fire alarms to be activated (either accidentally or maliciously) then you will bear the charge from the Fire Department for a false callout. If the person responsible cannot be identified, the charge will be borne by all residents as part of a levy. Tampering, disabling or covering a smoke detector is not permitted and can cause the fire alarm to be activated, for which you will be responsible. At the time of writing, this charge was $1,125 +GST per callout.
- Please take particular care with toasting bread. You should note that burning toast can (and has) set off the smoke alarms and will be considered an accidental callout.
- You may not, under any circumstances, throw anything out of, or hang anything from, any external window, balcony or stairway or place anything or any obstruction in the corridors.
- You may not wear or use in-line skates, roller blades and skateboards inside the residences.
- You may not throw or kick balls inside the residences.

**UniLodge Anzac/Beach and 6R Carlton Gore Road pool rules:**

All posted rules and regulations must be adhered to at all times.

**KEYS AND SECURITY TAGS**

- You will be given a room key and/or a security access device (in some cases your access device will be your Campus Card) on arrival.
- Do not lend your keys, access device or Campus Card to anyone.
o Please keep your keys, access device and/or Campus Card with you at all times when you leave your room and look after them.

o Your personal security access device/key will allow you to enter the building through the main entry on a 24 hour basis.

o If you lose or damage your keys or access device or if they are stolen please report this to the accommodation management team immediately. This is for both you and your fellow residents’ safety. You can report a lost or damaged Campus Card on the following link: www.campuscard.auckland.ac.nz

o You will be charged by Accommodation the cost of replacing each lost key and/or access device, and the Campus Card office for your new Campus Card.

o Your access device and/or Campus Card can be damaged by putting it next to other swipe cards, mobile phones or other such devices, or by water. If your access device or Campus Card is damaged you will be charged for the replacement.

o Should you lock yourself out of your room, call the duty Resident Adviser for assistance. You may be charged for repeated lockouts. The fee for this in 2020 is $25.00

o If you are given an access device for a vehicle gate and you lose this, you will need to pay for the replacement. You may not lend this access device to anyone else.

o If you find a key or access device, please return it to the accommodation management.

EMERGENCY EVACUATION

o Emergency evacuation procedures are detailed in the Residence Guide and on the back of every bedroom door.

o The evacuation alarm is the continuous sounding of sirens.

o If the fire alarm sounds, the buildings must be evacuated immediately and you must proceed to the assembly area.

o Throughout the year, a number of alarm tests and trial evacuations will take place. You must always treat the sounding of an emergency alarm as a real emergency and follow prescribed evacuation procedures.

o You may be disciplined if you ignore emergency alarms, or use routes not designated as emergency exits.

o There are designated fire and evacuation wardens responsible for certain areas. In the event of an emergency, you must follow their instructions immediately and without question.

o If you are disabled (even on a temporary basis) please make sure that your RA has your name and details on the Emergency Evacuation Register so that the Fire Department has this information if an evacuation is necessary.

o Accommodation expressly disclaim any liability for loss or damage to your property, or the property of any of your guests, even if it is occasioned by the negligence of any of the residence or Accommodation employees or duly authorised agents.

o It is highly recommended that you take out an appropriate insurance cover on your personal effects on your arrival in Auckland.

OVERNIGHT/ WEEKEND ABSENCE

o In order to establish your whereabouts in the event of an emergency, we ask you to notify your RA whenever you are going to be away from the residence overnight, or longer.

o You are not entitled to a refund or reduction of accommodation fees if you are absent.

o However, if the accommodation management excludes you from the residence because of illness, you will be given the option of terminating your residence (in which case your liability accrues only up to the day of departure).

VACATING YOUR ROOM AT THE END OF YOUR RESIDENTIAL AGREEMENT

o Before leaving the residence at the end of your Residential Agreement, you must clean your bedroom thoroughly and ensure that all communal areas of the flat are also clean.

o Your room and flat will be inspected by a member of the accommodation management team once you have removed all your personal belongings and rubbish. You should be present for the inspection.

o If you finish your residency you must advise the Area Manager of your intended leaving date to arrange a mutually convenient time for a final inspection.

o If, at the time of the final check-out inspection you have not cleaned your bedroom to a satisfactory standard, you will be charged an additional cleaning fee. The cleaning fee starts at a minimum of $40.00.

o You must request an inspection and have the details confirmed at least one week in advance of the date requested. If a mutually convenient time for the final check-out inspection cannot be arranged, or should you vacate your bedroom without requesting a final check-out inspection, the findings of the accommodation management team will be final and binding.

o Before you leave the residence, you must return all keys and security access tags provided for your use, as well as all chattels provided to you, in good condition. Should you not do so, charges will be imposed to replace these items. Should you not return all keys, all corresponding locks will be changed and a new set of keys cut at your cost.

o Departure time is at 10.00am. You may be charged a late departure fee if you depart after this time.

INSURANCE
6. CANCELLING OR CHANGING YOUR RESIDENTIAL CONTRACT

CANCELLATIONS
If you need to cancel your residential contract before it ends you must see the Area/Resident Manager. Contract cancellation is approved on an individual basis and may incur substantial cancellation fees particularly for students who cancel the residential agreement and remain a student at the University.

CHANGES TO A RESIDENTIAL PERIOD

- **52 week to 42 week**: If you wish to change from a 52 week contract to 42 weeks during the residential period, you will be charged the weekly difference for all weeks completed under the agreement, in addition to $600 change fee as penalty. The 42 week rate takes over from thereafter.

- **42 week to 52 week**: If you wish to change from a 42 week period to 52 weeks, the 52 week rate is applied from the date of the newly issued contract. There is no fee adjustment for the weeks completed under the 42 week contract.

7. VISITORS

GUESTS

A guest is any person who is not a current resident or staff member. This includes all former residents. The following rules are necessary so that the staff know how many people are in the building for fire and earthquake safety purposes.

- Your guests are most welcome to enter the residence provided they are sober, quiet and well-mannered; they behave responsibly while on the premises and they are quiet when they depart.

- Guests and visitors must be met at the front entrance by you, their host. They must remain in your company while on the premises, and must leave the property before 1am. You must accompany them to the front entrance when it is time to leave.

- Your visitors are not permitted to enter the residence if you are absent, unless another resident undertakes full responsibility for the visit and the guest remains in their company until departure.

- You are held fully accountable for your guest’s behaviour and actions from the time your guest arrives until the time he/she leaves.

OVERNIGHT GUESTS

- If a family member or a friend wants to stay for a night or two, he/she is generally welcome to stay provided you have made arrangements in advance.

- You should discuss this with the Area/Resident Manager who will advise of the terms/conditions for guest accommodation and will usually approve the arrangement.

- Twin-share rooms pose particular difficulties in accommodating overnight guests and thus where a room is twin-share it may not be possible to allow overnight guests

- Overnight guests should be signed into the guest register

- The accommodation management team may not give permission for visits of more than two nights.

- You may not have any overnight visitor during study weeks and exam periods.

8. SPECIFIC FLAT OR APARTMENT RULES

6R Carlton Gore Road - Body Corporate Rules:
This residence is part of a private community that shares some common spaces, for which there are some operational rules for all owners or occupiers.

- Generally you are required to comply with Owner/Occupiers obligations stated in the Unit Titles Act and the rules of Body Corporate 198570 from time to time.

In particular you must not:

- Damage or deface the common property.

- Leave rubbish or recycling material on the common property.

- Create noise likely to interfere with the use or enjoyment of the unit title development by other owners or occupiers.

- Park on the common property unless the body corporate has designated it for car parking, or the body corporate consents.

- Interfere with the reasonable use or enjoyment of the common property by other owners or occupiers.

In particular you are required to be:

- Sensitive and considerate in your use of the swimming pool and neighbouring spaces.

- The pool is therefore not to be used after 10.00pm to keep noise levels acceptable

- Your guests may only use the pool in your presence.

Goldies Homestead

The Homestead is on the property of Goldie Estates, an operating vineyard. Goldie Estates hosts commercial events and operates a tasting room.

- Residents are prohibited from interfering with the commercial operation of the vineyard.

- Residents must be mindful of visitors and events hosted at the vineyard.

9. CHANGES TO RULES

- The University reserves the right to amended or add to these rules during the term of residency.

- All current residents will be notified of any amendment or addition to rules before they come into force.