



## Agreement for Admission to Knox College for the 2024 Academic Year

**Name:** .....  
*First Name(s)* *Last Name*

**Home Address:** ..... **Post Code:** .....

**Home Telephone:** (.....) ..... **Mobile:** ..... **Student ID:** .....

**Email Address you expect to use during 2024:** .....

Knox College is a residential college operated by Knox College and Salmond College Incorporated (jointly **the College**). I wish to accept the place offered at the College for the 2024 academic year on the conditions as follows.

The academic year referred to in this agreement is *(Please tick the option that is specified in your Letter of Offer)*

- University of Otago, full academic year (17 Feb 2024– 9 Nov 2024)
- Otago Polytechnic/other tertiary education institution in Dunedin, full academic year (17 Feb 2024 – 23 Nov 2024)
- Special Arrangement with Head of College
  - University of Otago Semester (17 Feb 2024 – 29 June 2024, 29 June 24 – 9 Nov 2024)
  - Otago Polytechnic/other Semester (17 Feb 2024 – 6 Jul 2024, 6 Jul 2024 – 23 Nov 2024)

### General conditions of residence

#### 1. Agreement

1.1 Under this accommodation contract, the College agrees to provide:

- a. a collegiate environment in the College which promotes and fosters a supportive and inclusive community which support the wellbeing and safety of residents;
- b. access to the College’s programme of social, academic and community activities

1.2 The Resident agrees to:

- a. comply with the obligations of this contract and all requirements and directions provided for under this contract;
- b. participate and contribute to the supportive and harmonious atmosphere of the College, showing consideration towards other residents and neighbours, and to College property;
- c. pay all required fees in the manner and time established by the Knox College 2024 Fees - Payment Schedule together with any penalty provided for.

1.3 The Resident confirms they have read and understood the Knox College Residents’ Handbook 2024 and any other policies and requirements provided by the College. The Resident agrees to comply with those policies and requirements.

#### 2. Resident to be full-time student

2.1 The Resident understands and agrees that it is a condition of residence at the College that the Resident be enrolled and continues to be enrolled as a full-time student at the University of Otago or Otago Polytechnic, unless an exemption is given in writing by the Head of College.

### **3. Termination or transfer**

3.1 The College acting through the Head of College shall be entitled to terminate this contract at any time:

- a. if any information provided in support of the application for residence or in any other information provided to the College is found to be false or incomplete in any material particular;
- b. if the Resident fails at any time to meet the requirements for admission to the University/Polytechnic (including failing to attain University Entrance in the January of the year of proposed residence) or ceases to be a full-time University of Otago/Otago Polytechnic student;
- c. where the College decides it is justified on disciplinary grounds;
- d. where the College decides it is reasonably necessary to ensure health and safety of the Resident, any other resident, and/or other persons;
- e. for the failure to make timely payment of fees;
- f. where the College is satisfied on reasonable grounds that the Resident's state of mental or physical health (including their compliance with relevant government requirements) or the adverse impact of their continued residence in the College makes termination appropriate having regard to the interests of the Resident or of the College community.

3.2 In the circumstance described in 3.1(c), (d) or (f) or in any other circumstances where the College considers it appropriate to do so the College may vary this agreement by transferring the Resident to another affiliated or University of Otago-owned College and all references in this agreement including fees shall be read as references to that College.

3.3 In the circumstance described in 3.1(c), (d) or (f) the College may suspend the Resident's right to reside in the College for such time the circumstances make reasonably necessary.

3.4 Should part or all of the College become uninhabitable due to events beyond its control such as storm, fire, flood, earthquake, pandemic, Government action, law or regulation or any similar event, or because of the risk of such events, or for the purpose of undertaking works intended to protect against events beyond its control, the College may terminate this agreement with or without notice.

### **4. Liability for fees**

4.1 This contract is in respect of residence for the period shown in the Knox College 2024 Fees - Payment Schedule. Except as set out in the Residents' Handbook or as otherwise agreed, no refund or reduction of those fees is available in respect of any period of the Resident's absence from the College.

4.2 In the event of early termination of this agreement by either party (other than under clause 3.1.f or clause 3.4) the Resident remains liable for all outstanding fees payable should they have remained a Resident for the full academic year, unless:

- a. A suitable replacement for the Resident's vacancy is found to take up residence at the College, in which case the College will at its discretion refund the portion of fees as paid by the replacement resident;
- b. The College considers at its sole discretion that the Resident leaving is the result of exceptional unforeseeable circumstances, in which case the Head of College may agree to waive part or all of the Resident's liability for fees.

If the Head of College determines that clause 4.2.a. or 4.2.b. will be applied, then the Resident is liable for a penalty equivalent to two weeks' accommodation fees payable to the College.

4.3 If following termination under clause 3.4 it has not been possible to transfer the Resident to another College under clause 3.2, the Resident's liability for fees shall cease from the time of termination. In such cases the College shall use reasonable endeavours to offer the Resident suitable alternative accommodation or to secure such an offer for them.

4.4 The Resident is liable for any costs the College incurs in the collection of outstanding fees. The College reserves the right to request the University of Otago/Otago Polytechnic to withhold the Resident's results and registration until all outstanding fees have been paid.

## **5. Information relating to student**

5.1 The Resident consents to the disclosure of any of their personal information (including any information regarding disciplinary matters or potential criminal activity) to the Resident's parents or guardian or other nominated contact, guarantor, or relevant authority.

5.2 The Resident consents to the University of Otago/Otago Polytechnic releasing to the staff of the College the Resident's enrolment details and academic results, provided that such information be maintained confidential to those staff and used solely for the purposes in connection with the welfare of the Resident, for the purposes of the Resident and/or the College complying with or enforcing the terms of this agreement, or for statistical purposes which do not allow the Resident to be identified.

5.3 The Resident authorises any health professionals whom they may consult during the period of their residence at the College to release to the staff of the College such health information as reasonably necessary in the interests of the welfare of the Resident or other members of the College community.

5.4 The Resident agrees that they will advise the Head of College of any significant changes to their physical or mental health.

5.5 The Resident agrees that the College shall have the ongoing right to make use for its purposes of the Resident's image and written and verbal statements in connection with the College.

## **6. Rights in respect of rooms**

6.1 The allocation of rooms is made by the College and may be changed by the College at any time. The Resident may not change rooms except with the College's written agreement.

6.2 This contract is personal to the Resident and allowing the use of the room by any other person is not permitted.

6.3 The College is required to operate appropriate welfare safeguards and for that reason staff of the College shall have the right to access the Resident's room at any time for the purpose of a Welfare Check (as defined in the Education (Pastoral Care of Tertiary and International Learners) Code of Practice in relation to the Resident or of any other member of the College community.

6.4 The staff of the College shall have the right to access the Resident's room for routine checks provided they have given the resident 24 hours' notice.

## **7. Disciplinary process**

7.1 The Resident consents to the disciplinary processes and sanctions established by the College, and specifically acknowledges the right of the College to impose sanctions on the Resident for the breach of any provision of, or requirement established in accordance with, this contract. Such sanctions may include (but are not limited to):

- a. formal and informal warnings;
- b. requirements to undertake work and/or attend programmes or counselling;
- c. fines and reparation (including those made on groups of which the Resident is part in respect of damage the cause of which cannot be specifically attributed) and directions to make reparation to third parties;
- d. restrictions on activities, including alcohol bans and non-association or non-attendance requirements;
- e. suspension of the right of residence, or termination of this contract neither of which shall affect a Resident's ongoing liability for accommodation fees except as otherwise provided for in this agreement.

7.2 The College has adopted a zero tolerance stance in respect of the possession, use or distribution of illegal drugs by members of the College while on College property or while attending a College event. Where disciplinary process establishes that the Resident has committed a breach of this nature, this contract may be terminated by the Head of College, but this sanction may be reviewed through the appeals process.

7.3 The process to be followed is outlined in the Residents' Handbook. In any process the Resident shall be entitled to be fairly informed of the matter of concern, and shall have the opportunity to provide a response or explanation before any sanction is imposed.

7.4 Where a Resident faces an allegation that the College considers may amount to criminal behaviour, or where the College considers the circumstances otherwise make it inappropriate for the Resident to remain in the College while the matter is considered, the Head of College may suspend the Resident from the College until the process is complete. In such circumstances the Resident may be offered accommodation at another College but shall not be entitled to such an arrangement being made.

## 8. Appeals

8.1 Where any decision where a disciplinary sanction is imposed by a person other than the Head of College, the Resident shall be entitled to have that decision reviewed by the Head of College.

8.2 Where (a) a disciplinary sanction has been imposed by the Head of the College, or (b) the Resident is not satisfied with the outcome of a review performed by that person, or (c) action is taken by the College under clause 3.1(f) the Resident may, within seven calendar days of being notified of the relevant decision, submit an appeal against the relevant decision to the Board of Knox College and Salmond College.

8.3 The grounds on which an appeal may be brought to the Board under this clause are (a) that the decision was reached without giving the Resident a fair hearing, or by a process that was otherwise unfair; or (b) the consequences of the decision are manifestly excessive having regard to the circumstances. An appeal shall be in writing and set out the grounds the Resident relies on for the appeal.

8.4 The Board shall regulate its own procedure and its decision on any matter shall be final.

## 9. Complaints

9.1 The Resident can make a complaint in writing to the Head of College. If the matter is about or involves the Head of College, the complaint can be made in writing to the Board of Knox College and Salmond College.

9.2 Where a complaint has been made by the Resident the process outlined in the Residents' Handbook will be followed.

9.3 Nothing in this agreement limits any right the Resident has to pursue a matter under a Dispute Resolution Scheme established under section 536 of the Education and Training Act 2020.

Signed by the Resident ..... Date .....

The College (**We**) require the following additional agreements and information:

**If you are under 18** at the time of signing please also have this section signed by a parent or guardian:

I have read and understood the content of this agreement and agree to my son/daughter entering into this agreement with the College;

Signed..... Date .....

**Father/Mother/Guardian**

**Guarantor:** In signing this agreement the Guarantor acknowledges having read and understood the conditions of this contract and has had the opportunity to take independent advice. The Guarantor agrees to meet all of the Resident's financial obligations to the College which arise under this agreement, including all reasonable costs incurred in the collection of any overdue accounts.

Signed by the Guarantor ..... Date .....

Name of Guarantor .....  
*First names* *Last name*

Address: .....  
..... Postcode: .....

Telephone: (.....) ..... Mobile: .....

Email: .....

Relationship of Guarantor to Resident:.....