



a. comply with the obligations of this agreement and all requirements and directions provided for under this agreement;

- 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 2027 Fees - Payment Schedule together with any penalty provided for.

1.3 The Resident confirms they have read and understood the Knox College Residents' Handbook 2027 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 agreement 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, misleading or incomplete in any material particular;
- b. if the Resident fails at any time to meet the requirements for admission to the University of Otago/Otago 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 because of the Resident's conduct;
- d. where the College decides it is reasonably necessary to ensure health and safety of the Resident, any other resident, and/or any other person;
- e. for the failure to make timely payment of fees;
- f. where the College decides that the Resident's state of mental or physical health (including their compliance with relevant government requirements) or the adverse impact of the Resident's continued residence in the College makes termination appropriate based on reasonable grounds and having regard to the interests of the Resident or of the College community; and/or
- g. where the Resident has otherwise breached this agreement.

3.2 In circumstances similar to those 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:

- a. vary this agreement by transferring the Resident to another affiliated or University of Otago-owned residential college and all references to the College in this agreement including to fees payable shall be read as references to that residential college; or
- b. suspend the Resident's right to reside in the College for such time the circumstances make reasonably necessary.

3.3 Should part or all of the College become uninhabitable due to events beyond the College's reasonable control including but not limited to 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 reasonable control, the College may terminate this agreement with or without notice or vary this agreement by transferring the Resident to another affiliated or University of Otago-owned residential college. If the agreement is terminated under this clause, the Resident's liability for fees shall cease from the date of termination.

4. Liability for fees

4.1 This agreement is for accommodation at Knox College for the period shown in the Knox College 2027 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 Subject to clauses 4.3 and 4.4 in the event of early termination of this agreement by either party (excluding terminations under clause 3.1.f. or clause 3.3) the Resident will be liable to the College for:

- a. a \$500.00 early withdrawal fee; and
- b. accommodation fees for six weeks from the date on which the agreement is terminated and the Resident has completed the College's withdrawal process, or for the period up to the date the Resident's vacancy is deemed by the College to be filled, whichever occurs first.

4.3 The College may, at its sole discretion, determine that the Resident leaving is the result of exceptional and unforeseeable circumstances, in which case the Head of College may agree to waive part or all the Resident's liability for fees including under clause 4.2.

4.4 If the Resident wishes to terminate this agreement at the end of Semester One, the College may at its sole discretion apply a reduced liability for accommodation fees, taking into account the timing of the Resident giving notice of the Resident's desire to terminate this agreement and the College's ability to fill the resulting vacancy.

4.5 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 academic results and enrolment until all outstanding fees have been paid.

5. Information relating to Resident

5.1 The Resident expressly authorises the disclosure of any of their personal information (including any information regarding disciplinary matters and/or alleged 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 remains 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 to advise the Head of College, in a timely manner, of any significant changes to their physical or mental health that may affect the Resident's wellbeing, safety, or ability to reside safely within the College community.

5.5 The Resident confirms they have provided the College with accurate information about any food allergies or dietary requirements prior to arrival and will advise any changes to that information during the period of residency. While the College kitchen team will take reasonable care to prepare meals safely and minimise the risk of allergen exposure, shared dining environments can carry a level of risk. The Resident agrees to take an active role in managing their dietary needs by working closely with College and catering staff, including speaking directly with dining staff before meals if required. This shared responsibility helps ensure the Resident's safety and supports a positive dining experience.

5.6 The Resident agrees that the College shall have the ongoing right to use the Resident's image and written and verbal statements created in connection with the College for the College's purposes including day-to-day operations, College activities, and marketing. The Resident may withdraw their consent to the use of their image in writing to the Head of 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 at its sole discretion. The Resident may not change rooms except with the College's written agreement.

6.2 This agreement is personal to the Resident and allowing the use of the Resident's allocated room by any other person is prohibited.

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 2021) in relation to the Resident or of any other member of the College community.

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

7. Disciplinary process

7.1 The Resident consents to the disciplinary processes and sanctions established by the College including those set out in the Residents' Handbook, 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 agreement. Such sanctions may include (but are not limited to):

- a. formal and informal warnings;
- b. directions to undertake work, other activities, and/or attend programmes or counselling;
- c. fines and reparation (including those directed to be paid by groups of residents which the Resident was part of, in respect of damage the cause of which cannot be specifically attributed to an individual) 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 agreement neither of which shall affect the Resident's ongoing liability under this agreement including for accommodation fees except as otherwise provided for in this agreement.

7.2 The College has a zero-tolerance stance in respect of the possession, use or distribution of illicit drugs by Residents while on College property or while attending a College event. Where a disciplinary process establishes that the Resident has committed a breach of this nature, this agreement may be terminated by the Head of College, but subject to the appeals process set out in clause 8.

7.3 The disciplinary process to be followed is outlined in the Residents' Handbook. In any disciplinary process the Resident shall be entitled to be informed of the matter of concern and shall have a reasonable 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 imposing a disciplinary sanction is made by any 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 under clause 8.1, 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 clause 8.2 are (a) that the decision was reached without giving the Resident a reasonable opportunity to respond, or by a process that was otherwise unfair to the Resident; or (b) the consequences of the decision are manifestly excessive having regard to the circumstances; or (c) the Resident wishes to put forward newly available information which could not have been provided when the decision was made. Any 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 and binding.

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

If you are under 18 years of age at the time of completing this agreement, your Guarantor must be your parent/guardian.

Guarantor: In signing this agreement, the Guarantor acknowledges having read and understood the conditions of this agreement and has had the opportunity to take independent advice. The Guarantor agrees with the College to guarantee to the College all the Resident's financial obligations to the College which arise under this agreement, including all costs incurred in the collection of any outstanding fees and any debt owed by the Resident to the College.

Signed by the Guarantor Date

Name of Guarantor

First names

Last name

Address:

..... Postcode:

Telephone: (.....) Mobile:

Email:

Relationship of Guarantor to Resident.....