

Conditions of Residency

1. **Term:** This is a Fixed Term Residency Agreement ["Agreement"]. Unless UCOL agrees otherwise in writing, You must pay UCOL an amount equal to the Accommodation Fee for each week of the Term, regardless of whether You continue to live in the Accommodation. The Accommodation Fee must be paid in advance either (i) annually, (ii) per semester, or (iii) weekly by automatic payment.

2. **Your Entitlements:** UCOL agrees to provide You with a room in the Accommodation ["Room"], and to supply those facilities and [depending on the accommodation option You choose] some or all of those services set out in Clause 3. UCOL reserves the right to relocate You to an alternative Room or alternative accommodation at its sole discretion.

3. **Accommodation Options:** UCOL operates two charges of Accommodation Fees.

(a) Single Room: NZ\$110 per week [GST inclusive]

(b) Double Room: NZ\$120 per week [GST inclusive]

Bedroom: Every single room comes fully furnished with a single bed [double rooms with a double bed], wardrobe, study desk, chair and a bedside cabinet.

Shared Facilities: bathroom and shower facilities, a kitchen including microwave and refrigerator, a lounge with TV and DVD Player, and a laundry room equipped with a washing machine and an extra shower.

Services: Weekly cleaning of the shared facilities is included, but each resident is responsible for providing their own bed linen, pillows, blankets or duvet, tea towels and bath towels, and for keeping their private rooms clean. Power is supplied as a standard service in every apartment.

4. **Your Behaviour:** You must: (i) Keep the Accommodation clean and tidy; (ii) Promptly report any damage or repairs to UCOL; (iii) Comply with all rules pertaining to the Accommodation published by UCOL.

You must not: (i) Endanger any person's health or safety; (ii) Allow any Accommodation to be used for any illegal purpose; (iii) Copy or lend any key(s) UCOL provides to You [if you lose any key(s) a replacement fee of \$50.00 per key will apply]; (iv) Keep any pet(s) in the Accommodation; (v) Use the Accommodation for any commercial purpose; (vi) Do, or arrange, any alterations to the Accommodation without UCOL's prior written consent; (vii) Harass or disturb others.

If you lock yourself out of your room, the first call out will be free of charge, the second and subsequent call outs to let you back into your room will incur a call out charge (rate to be advised).

5. **Use/Occupancy:** UCOL will allocate You a Room in the Accommodation. Only You may reside in Your Room. You must not let others use Your Room or assign this Agreement. You must not have any dependent children live with You in the Accommodation. For the avoidance of doubt, only one person can reside in either a single or double room.

6. **Deposit and Bond:** You must pay the Deposit to UCOL prior to moving into the Accommodation. UCOL may deduct any money from the Bond that You owe it for any reason. The Bond is not the limit of Your liability to UCOL. If at the expiry of the Term UCOL is satisfied You do not owe it any money, it will refund the Bond to You [or such part of the Bond as is owing to you].

7. **Insurance:** You are responsible for insuring your personal effects. UCOL accepts no liability whatsoever for any loss or damage You may suffer while residing in the Accommodation.

8. **Liability for Costs:** You are jointly [together with the other residents in the Accommodation] and severally liable to UCOL for all costs, losses or expenses whatsoever UCOL suffers, due to any act or omission by You or any other resident in the Accommodation [or any guests or invitees], which UCOL is not required to pay under this Agreement. e.g. telephone rental, calling costs, modem charges, pay TV, etc.

9. **Termination:** UCOL may terminate this Agreement immediately if, acting reasonably, it considers (i) You have breached any term of this Agreement; and/or (ii) You fail, or refuse to pay UCOL any money You owe to it for any reason whatsoever, for more than 28 days; and/or (iii) You are convicted or charged with any criminal offence punishable by imprisonment, or if UCOL receives what it considers to be an unsatisfactory Police check concerning You.

10. **Unpaid Accounts**

Without limiting UCOL's remedies at law, if you fail to pay any money which in UCOL's opinion is owed to UCOL by you howsoever arising by the due date then UCOL may:

1. Withhold your academic results and/or transcript; and/or

2. Not credit you for your papers/courses; and/or

3. Not grant your award; and/or

4. If You are not a student at UCOL, UCOL can charge you interest on all unpaid sums at a rate of 2% per month compounding.

11. **Guarantor:** The Guarantor acknowledges UCOL entered into this Agreement with You, at the Guarantor's request, and the Guarantor (i) personally guarantees all obligations of You in this Agreement; (ii) indemnifies UCOL for any loss arising from any act or omission by You; (iii) acknowledges that the guarantee is a principal obligation and that UCOL may pursue any right of action arising in any way out of this Agreement, against the Guarantor, without first proceeding against You.

12. **Governing Law**

This Agreement is governed by the law of New Zealand. The only Court(s) or judicial bodies competent to hear any disputes arising from this Agreement are situated in New Zealand.

13. UCOL may assign its interest in this Agreement at any time. If UCOL assigns this Agreement then UCOL's assignee is entitled to exercise all the rights and remedies of UCOL, except for Clause 9 (iii) and Clause 10, which shall remain UCOL's rights.

Please Note

You must complete and sign this form before the keys to your accommodation are issued to you. Please make every effort to return the signed form to UCOL prior to your arriving at the accommodation so we can prepare your accommodation for you.

Whanganui UCOL Accommodation Application/Residency Agreement

BETWEEN

Universal College of Learning [UCOL]

And

Student (as detailed below)

Applicant's Details

Name of Applicant:	_____			["You" and "Your"]
Course/Qualification (if applicable):	_____			
Home Address:	_____			
Home Telephone: _____	Your Cell Phone Number: _____	Date of Birth: _____		
Male <input type="checkbox"/>	Female <input type="checkbox"/>	NZ Resident: Yes <input type="checkbox"/>	No <input type="checkbox"/>	If no, Nationality: _____
Name of Parent/Guardian: [Emergency Contact Person]	_____			
Home Address:	_____			
Home Telephone: _____	_____ / _____ / _____	Relationship: _____		
	Country	Area Code	Number	

Residency Details

Residency Option Required:	Single Room: <input type="checkbox"/>	or	Double Room: <input type="checkbox"/>	
(refer to page 7 of information booklet for options and fee amounts)	Flat Preference:	Mixed Gender: <input type="checkbox"/>	Single Gender <input type="checkbox"/>	Return to previous room: <input type="checkbox"/>
Rent per week:	\$ _____	To be paid in advance annually (10% discount)/by semester (5% discount)/weekly by auto payment [<i>Delete the options that DO NOT apply to you</i>] ["Accommodation Fee"]		
Bond amount:	\$ _____	Equivalent of two weeks rental ["Bond"]		
Administration Fee	\$ 50.00	["Administration Fee"]		
Deposit required:	\$ _____	Amount equivalent to two weeks bond, one weeks rent in advance, and a \$50 non-refundable Administrative Fee. ["Deposit"]		

Medical Information

Do you live with the effects of significant injury, illness, any disability, or any other medical condition?

Yes No Please explain: _____

Personal Profile

Personal Profile (new applicants only to complete)

List your cultural interests/involvements [if any]: _____

List your sporting interests/involvements [if any]: _____

List your community service activities/involvements [if any]: _____

Describe, in your own words, what type of person you are: _____

Describe your family background - do you have brothers and/or sisters? Do you do things together?

I like to study with the stereo/TV on: Yes No

I usually go to bed: Before midnight After midnight

Music I like is: Pop/Rock Reggae Country Heavy Metal Classical

If I gain a place in an apartment, I would prefer my co-residents to be Vegetarians Yes No

Referee's Details

Name: _____

Address: _____

Telephone: _____/_____/_____ How long have you known the applicant? _____
Country Area Code Number

In what capacity do you know the applicant? _____

Signature: _____

Guarantor

I acknowledge that UCOL has agreed to accommodate the above named student at my request.

I agree to act as guarantor for _____ ["the Resident"] in respect of the Residency Agreement with UCOL. I undertake to make full payment for any accommodation fee, and any other reasonable costs incurred by UCOL, directly or indirectly, as a consequence of the Resident breaching the Residency Agreement.

I acknowledge that UCOL does not need to first pursue the Resident before asking me to pay any money due.

Name: _____

Address: _____

Telephone: _____ / _____ / _____
Country Area Code Number

Signature: _____ Date: _____

Any other information

If your application is accepted, UCOL and the resident agree that:

(Refer to The Application /Residency Agreement details on page 4 of the Information Booklet)

The residency shall commence on: _____ ["Commencement Date"]

and will terminate on: _____ ["Termination Date"]

["Term"] [unless terminated earlier in accordance with this Agreement].

Signatures

By signing this Agreement, UCOL, You and the Guarantor acknowledge that you have each read, understood, and agreed to be bound by, all the terms and conditions of this Residency Agreement including all those set out under "Conditions of Residency" [on the reverse of this form], and those House Rules contained in the Whanganui UCOL Accommodation Information Handbook.

Signed by: _____
Applicant/Resident

Signed by: _____
UCOL

Dated: _____

Dated: _____

Guarantor: _____
[Print Name in full]

Guarantor's
Signature: _____

Payment Received:

Dated: _____