

BETWEEN THE PARTIES

The University of Auckland (the "University") and {*****} ("you" or the "Resident") University ID #{*****}

This Agreement is a legally binding document: You must ensure that you understand the implications of what you are agreeing to, as the conditions will be enforced. If you are unsure about any of the terms, we suggest you contact a community law centre or Youth Law who provide free legal advice to anyone under the age of 25 years old. If you are under the age of 18 years old, this Agreement must be signed on your behalf by your parent or guardian.

Agreement: This Agreement is made up of the following terms and conditions, together with the documents referred to below and which are posted on the University's Accommodation website www.accommodation.auckland.ac.nz:

- The "[Residential Rules](#)" of the relevant Residence;
- The "[Payment Schedule](#)" for the relevant Residence;
- The "[Withdrawing from your Residential Agreement](#)" terms and conditions (the "Withdrawal Policy"); and
- Any other policies relating to your occupation of the Residence, as notified to you by the University from time to time ("Policies").

Acceptance of the accommodation offer: You, the Resident, accept the University's offer to provide you with accommodation at **** (the "Residence") from **** to **** (the "Residency Period"), in a **** room at the weekly rate of ****. You acknowledge that this will be your principal place of residence for the term of the Agreement, subject to and in accordance with the terms and conditions of this Agreement. In this Agreement "Accommodation Management" means the managers of the Residence appointed by the University, and includes the Resident Manager, Resident Coordinator and the Head of Operations. Where relevant, references in this Agreement to the University are deemed to include University staff, including Accommodation Management.

Fixed Term: The period of this Agreement is fixed for the Residency Period, unless otherwise agreed by the University. You will be required to pay the accommodation fees for the Residency Period even if you arrive after the agreed start date or leave prior to the end date for any reason.

Accommodation Fees: The weekly rate stated above excludes the applicable Residential Services Fee that applies for the Residence as set out in the Payment Schedule, any optional catering fee that may apply (where applicable), and any other fees that may apply to your residency, which, if applicable, are payable by you in addition to the weekly rate. All amounts must be paid to the University (or to the University's accommodation provider for your Residence, as instructed by the University) in accordance with the agreed payment scheme as set out in the Payment Schedule.

Room: The University reserves the right to offer Agreements for accommodation to a larger number of students than the number of placements available in the Residence in the expectation that some students will withdraw their application for accommodation. You acknowledge and agree that:

- Even if you have received a confirmed placement in the Residence, you may be required to reside in another similar residence until a room in the Residence of the room type described above becomes available, and you will receive prior notification of such a change.
- The University will endeavour to reassign you into a room at the Residence as vacancies occur.
- The University reserves the right at any time to reallocate you to another room within the Residence during the Residency Period.

Wellbeing and safety: Your wellbeing and safety is a priority for the University. In order to facilitate the provision of effective services to you, we ask that you notify Accommodation Management of any health needs (including mental health needs) and/or other wellbeing difficulties that you are affected by, and any concerns that you have regarding the Residence or the wellbeing and safety or behaviour of other residents. The information you provide may be shared with other University staff where necessary.

The University has systems in place which are designed to promote resident wellbeing and safety. These systems (including our welfare check processes) are described in more detail in the [Residential Rules](#). You acknowledge that in order to minimise risk to health and safety, you must comply with health and safety requirements and/or restrictions set by the University from time to time and notified to you (including requirements and/or restrictions that may be imposed in response to epidemics or pandemics, such as COVID-19).

The University may collect or receive information about you that could help identify concerns about your wellbeing and safety or your behaviour. You can read more about how the University collects and uses personal information (including in relation to use of the University's wi-fi network and data analytics and automated processing activities) in the University's Privacy Statement [[Privacy at the University of Auckland - The University of Auckland](#)].

By accepting this Agreement, you understand and agree:

- You must be enrolled as a full-time student at the University for the Residency Period. Each semester you must achieve passes in papers which confer not less than 30 points for that semester (allowances will be made for double semester papers).
- You acknowledge that Academic Services may release to Accommodation Solutions and Accommodation Management relevant information to confirm your enrolment at the University and your contact details, your University records including your academic results and information relating to papers for which you have enrolled.
- You have read and understood the [Accommodation Fees](#) you are required to pay for your accommodation and have read and understood the [Withdrawal Policy](#).
- You have read and understood the [Residential Rules](#) and any applicable Policies for your accommodation and will abide by the decisions of a duly authorised person acting under the Statute for Student Discipline of the University arising from any breach by you of such rules.
- You will participate in the supportive and harmonious atmosphere in the Residence, showing consideration towards other residents and neighbours, and their property. You acknowledge the importance of responsible social behaviour, and agree to behave in a way that contributes to a positive and respectful community within the Residence. You understand that the University does not tolerate discrimination, racism, bullying, harassment or abuse.
- If, due to delays in receiving a Student Visa, you arrive after the Residency Period has commenced, you will still be required to pay the accommodation fees due for the entire Residency Period.

The University agrees to provide:

- Quiet enjoyment of the accommodation and, where the accommodation is shared, quiet enjoyment of the resident's room within the accommodation, and shared use of the common areas of the Residence, all of which are subject to the Residential Rules.
- A clear accommodation complaints process: [Accommodation Feedback Process](#).
- A clear accommodation disciplinary process: [Resident Conduct](#).
- Support, pastoral care, and an environment that is managed in accordance with the Residential Rules which aims to foster personal

development and encourage a sense of community and association with fellow residents.

- Accommodation for the entire Residency Period as above in a University-managed or affiliated residence.
- Facilities and furnishings in the Residence, as indicated on the website www.accommodation.auckland.ac.nz.

TERMINATION OF THE AGREEMENT

By you:

- If you wish to terminate this Agreement before the expiry of the Residency Period, the provisions of the Withdrawal Policy will apply.
- If you withdraw your acceptance of this accommodation offer because you require, but have not obtained a current Student Visa, you will forfeit your deposit and any other fees you have paid.
- If you are not accepted into your chosen course, or decide to no longer attend the University, you are responsible for notifying Accommodation Solutions immediately. To be entitled to a partial or full refund of your deposit, your withdrawal must meet the conditions of our Withdrawal Policy, unless otherwise agreed by Accommodation Management. If you notify us after the move-in date, you will not receive a refund of your deposit.

By the University:

 The University reserves the right to terminate this Agreement if:

- You have not applied for admission to the University either within a month of receiving your accommodation offer, or before the admission application closing date, whichever date is earlier.
- You have not enrolled into full-time courses at the University by the enrolment deadline.
- You have provided incorrect information or withheld relevant information in relation to your application for accommodation, your application for admission to the University and/or your enrolment at the University.
- You have committed a material breach, or persistent breaches, of the Residential Rules or any other terms of this Agreement, including any failure to pay your accommodation fees or any other amount payable under this agreement by the due date.
- You cease to be eligible for University accommodation (including, without limitation, not being enrolled as a full-time student at the University, failing to meet the required academic standards, and/or not holding a valid Student Visa).
- Through your own acts or omissions, or those of your guests or invitees to the Residence, you or your guests or invitees bring the Residence or the University into disrepute.
- The University, acting responsibly, is of the view that your state of mental or physical health makes you a hazard to yourself or to other residents of the Residence and that termination of your residency is appropriate having regard to the interests of you, other residents, and members of the community.
- The Residence (or part thereof) is rendered uninhabitable by storm, fire flood, earthquake, epidemic, pandemic, or any other circumstances outside of the University's control, or if the University requires the Residence to be vacated as a result of or in connection with the risk associated with such events occurring, or for the purposes of making preventative maintenance, repair, or capital works in anticipation of such events occurring. In such circumstances you shall not be liable for any accommodation fees for the Residence relating to the period in which you are required to vacate the premises, except that if the University offers you alternative accommodation at a similar Residence and you accept that offer, you shall be liable for the fees relating to the period of occupation at the alternative Residence (capped at the amount of fees that you would have paid for the same period at the vacated Residence, other than in respect of additional charges that may apply for additional services, such as optional catering fees which shall be payable in addition to, and shall not be subject to, the cap on fees for that period).

Consequences of termination or expiry:

- Upon termination or expiry of this Agreement, you must vacate the Residence and remove all your personal belongings from the Residence. You acknowledge and agree that you may be liable for additional costs, such as the costs incurred by the University in rectifying damage to the Residence that may be caused by you or by your guests or invitees, the forfeiture of your deposit and/or your Residential Services Fee and the requirement to pay any damages or levies which may be incurred by you.
- The termination or expiry of this Agreement will not affect any of the University's rights that may be accrued prior to any such termination or expiry.

DECLARATION BY YOU

By entering into this Agreement, you (or your parent/guardian):

- Accept the offer of accommodation on the terms contained in this agreement and acknowledge that this accommodation will be your principal place of residence for the duration of the Agreement.
- Acknowledge that you have read and understood and will comply with the terms of this Agreement, the Residential Rules, the Payment Schedule and the Withdrawal Policy that apply as at the date of this Agreement and any Policies provided to you or made available to you by the University.
- Agree to promptly advise Accommodation Solutions and/or Accommodation Management of any change in your contact details or the contact details for your next of kin.
- Agree to promptly advise Accommodation Management of any health or wellbeing concerns or difficulties that you are affected by or which arise at any time during the Residency Period, any concerns you have regarding the Residence, and/or any concerns you have regarding the wellbeing and safety or behaviour of any other residents.
- Acknowledge and agree that you are wholly responsible for the safety of yourself and your personal property at the Residence and that neither the University, the operator of the Residence (if not the University) nor Accommodation Management accept any liability for any loss, damage, or costs suffered by you (including to your personal property) in connection with the provision of the accommodation by the University, or with your occupation of the Residence, other than as a direct result of the negligence or wilful default of the University.
- Acknowledge that the charges specified in the Payment Schedule include a component of Goods and Services Tax ("GST") where applicable. If the GST component of the accommodation fees or any other fees charged under the Payment Schedule changes at any time, the accommodation fees will be modified to reflect such change, and will, if necessary, be recovered by you.

PRIVACY POLICY: The University of Auckland collects, stores, uses and discloses your personal information in accordance with the provisions of the Privacy Act 2020 and its [Privacy Statement](#). The information we collect will be used to determine your eligibility for University accommodation. This information will be held for five years from the date of your application, or a longer period if required by law. If you seek access to, or correction of your personal information, please contact the Accommodation Solutions Manager by email at: accom@auckland.ac.nz