

## WITHDRAWAL POLICY:

### 2025 TERMS FOR WITHDRAWING FROM/CHANGING YOUR RESIDENTIAL AGREEMENT

This Withdrawal Policy sets out the conditions that apply if you wish to withdraw from, or make a change to, your Residential Agreement.

Any request to withdraw from, or make a change to, your Residential Agreement must be made in writing (by email) to:

- a) the Accommodation Solutions team, if your Residency Period has not started and you have not moved in; or
- b) Accommodation Management for your Residence, if your Residency Period has started.

All requests must be made by you (as the person named in the Residential Agreement) and must include your full name and student ID number and the reason for your withdrawal or change request.

Capitalised terms that are defined in the Residential Agreement have the same meaning in this Withdrawal Policy. By way of example, "Residency Period" is defined in the Residential Agreement. All references to "withdraw" and "withdrawal" mean circumstances where you wish to withdraw from and end your Residential Agreement (referred to in the Residential Agreement as "termination").

**The following withdrawal circumstances are covered in this Withdrawal Policy:**

- 1. Withdrawing *prior* to start of your Residency Period and prior to moving in**  
– relevant to all contract types
- 2. Withdrawing *after* moving into your residence** – relevant to all contract types
- 3. Student Visa Withdrawal Conditions**
- 4. Residency Period Change Conditions**

## 1. Withdrawing prior to start of your Residency Period and prior to moving in – relevant to all contract types

Situation	Withdrawal Conditions
<ul style="list-style-type: none"> <li>Request to withdraw received in writing prior to close of business (5pm) on Friday 17 January 2025, for Residential Agreements that apply to the following Residency Periods: 2025 Academic Year, Semester 1 or February 2025 to February 2026</li> <li>Request to withdraw received in writing prior to close of business (5pm) on Wednesday 11th June 2025 for Residential Agreements that apply to the following Residency Periods: Semester 2 or July 2025 to July 2026</li> </ul>	<ul style="list-style-type: none"> <li>The University will refund \$325 (being 50% of the deposit paid excluding the non-refundable administration fee).</li> <li>The administration fee is (\$350.00) not refundable</li> </ul>
<ul style="list-style-type: none"> <li>Request to withdraw received in writing AFTER close of business (5pm) on Friday 17 January 2025* but before the start of the Residency Period, for Residential Agreements that apply to the following Residency Periods: 2025 Academic Year, Semester 1 or February 2025 to February 2026</li> <li>Request to withdraw received in writing AFTER close of business (5pm) on Wednesday 11th June 2025** but before the start of the Residency Period for Residential Agreements that apply to the following Residency Periods: Semester 2 or July 2025 to July 2026</li> </ul> <p><i>*Includes circumstances where offers were made and accepted after Friday 17 January 2025</i></p> <p><i>**Includes circumstances where offers were made and accepted after Wednesday 11 June 2025</i></p>	<ul style="list-style-type: none"> <li>No refund of deposit including the administration fee (\$1000)</li> </ul>

<ul style="list-style-type: none"> <li>Request to withdraw received in writing before the start of the Residency Period, where your request is due to notification from the University that your application for admission to your chosen program has been unsuccessful. Any such request must be accompanied by reasonable and sufficient evidence to support your request.</li> </ul>	<ul style="list-style-type: none"> <li>Full refund of the deposit paid, including the administration fee (\$1000)</li> </ul>
<ul style="list-style-type: none"> <li>Request to withdraw for any reason after the Residency Period has started but before you have moved in</li> </ul>	<ul style="list-style-type: none"> <li>No refund of deposit including the administration fee (\$1000) and no refund of any other payment made by you towards the advance charge and residential services fee.</li> </ul>

## 2. *Withdrawing after moving into your residence* – relevant to all contract types

Please note that all\* withdrawals that occur after you have moved into the Residence will incur a \$400 early withdrawal processing fee, in addition to any other applicable charges as outlined below

\*Those attending a 360 exchange programme during Semester 2, or those graduating from their PhD or Masters programme are exempt provided that they meet relevant withdrawal conditions outlined below

For the purposes of this section, references to **Semester One\*** mean the Semester One accommodation term end date for relevant hall or residence.

Situation	Withdrawal conditions
<ul style="list-style-type: none"> <li>Withdrawing from your Residential Agreement early, with the effect that your Residential Agreement ends at the end of Semester One*, by giving four weeks or more written notice</li> </ul>	<ul style="list-style-type: none"> <li>Incur \$400 early withdrawal processing fee</li> <li>Discuss with Accommodation Management team and follow withdrawal procedures</li> <li>If you give written notice less than 4 weeks before the end of Semester One* , you may be required to pay up to 4 weeks of accommodation fees (with the amount to be determined by Accommodation Management based on the timing of your notice)</li> <li>If you withdraw from a 52-week Residential Agreement, which carries a different accommodation fee to a 42-week (Academic Year) Residential Agreement, you will be charged the difference between the 52- and 42-week rate from the date of your notice until the end of Semester One* or the end of the period for which you are required to pay accommodation fees under these withdrawal conditions (whichever is later)</li> </ul>
<ul style="list-style-type: none"> <li>Withdrawing from your Residential Agreement early AND remaining enrolled at the University of Auckland (other than in circumstances described above, in relation to termination prior to the end of Semester One*)</li> </ul>	<ul style="list-style-type: none"> <li>Incur \$400 early withdrawal processing fee</li> <li>Discuss with Accommodation Management team and follow withdrawal procedures</li> <li>Pay a charge equating to up to 8-weeks' accommodation fees as determined by Residence Manager and Head of Operations</li> </ul>
<ul style="list-style-type: none"> <li>Withdrawing from your Residential Agreement early AND will no longer be an enrolled student at the University of Auckland</li> </ul>	<ul style="list-style-type: none"> <li>Incur \$400 early withdrawal processing fee.</li> <li>Discuss with Accommodation Management team and follow</li> </ul>

	<p>withdrawal procedures.</p> <ul style="list-style-type: none"> <li>• Pay a charge equating to up to 4 weeks' accommodation fees as determined by Residence Manager and Head of Operations</li> </ul>
<ul style="list-style-type: none"> <li>• Withdrawing from your Residential Agreement early, upon completion of your: <ul style="list-style-type: none"> <li>○ PhD;</li> <li>○ Research Masters; or</li> <li>○ GSM Masters programme, -</li> </ul> <p>in circumstances where you will no longer be an enrolled student at the University of Auckland.</p> </li> </ul>	<ul style="list-style-type: none"> <li>• Notify Accommodation Management team at least 4 weeks in advance of your intended end date that you will be completing your studies</li> <li>• Should you fail to inform your Accommodation Management team of your intended withdrawal at least 4 weeks in advance, you may be liable for up to 4 weeks' accommodation fees</li> </ul>
<ul style="list-style-type: none"> <li>• Withdrawing from your Residential Agreement, upon acceptance of: <ul style="list-style-type: none"> <li>○ Semester 2 360 Exchange Programme</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Provide Accommodation Management team evidence of confirmed 360 Exchange Programme acceptance for Semester 2 and written notice of your intention to vacate the Residence at the end of Semester 1. You should provide as much notice as possible</li> </ul>
<ul style="list-style-type: none"> <li>• Termination of Residential Agreement by the University (acting through the Accommodation Management team)</li> </ul>	<ul style="list-style-type: none"> <li>• If the University terminates your Residential Agreement for any reason, you will be required to pay an amount equal to 4weeks' accommodation fees OR an amount equal to the accommodation fees that would have been payable under your Residential Agreement until the end of the semester in which termination occurs, whichever is less. Note that this does not in any way limit the actions that the University may take under the Residential Agreement.</li> </ul>

### 3. Student Visa Withdrawal Conditions

- If you apply for accommodation without having arranged a valid visa at the time of your application, the following withdrawal / change conditions apply:
  - If you accept an offer of accommodation, and later withdraw because you do not have a current student visa, you will forfeit your deposit in full. If you withdraw after the start of the Residency Period, you will forfeit your deposit and any accommodation fees (including but not limited to the advance charge and residential services fee) that you have paid.
  - If you move into the Residence after the start of the Residency Period, due to delays in receiving a student visa, you remain liable for all accommodation fees payable under the Residential Agreement from the start of the Residency Period.

### 4. Residency Period Change Conditions

- This section is only relevant to students who have entered into a Residential Agreement for the 52-week period from February 2025 to February 2026, and who want to change their Residency Period from a calendar year to an Academic Year (or vice versa). **Requests of this nature must be made within 8 weeks of the start of your Residency Period.** Changes will not be accommodated after this time.

Date of change request	Conditions
<ul style="list-style-type: none"> <li>• Request to change Residency Period upon receipt of accommodation offer and prior to acceptance of that offer (where you have applied for and received an offer for a 52-week Residency Period, and wish to change to an Academic Year Residency Period)</li> </ul>	<ul style="list-style-type: none"> <li>• Your offer will be cancelled, and your application will be amended and placed on the waitlist to be reconsidered for your newly requested term</li> </ul>

<ul style="list-style-type: none"> <li>Request to change Residency Period after accepting your accommodation offer but prior to close of business (5pm) on Friday 17 January 2025 (where you have applied for, been offered and accepted a 52-week Residency Period, and wish to change to an Academic Year Residency Period)</li> </ul>	<ul style="list-style-type: none"> <li>Your Residential Agreement will be cancelled, and your application will be amended and placed back on the waitlist to be reconsidered for your preferred Residency Period</li> </ul> <p>As you will have paid a deposit to confirm your place at the time you accepted your offer, the following also applies:</p> <ul style="list-style-type: none"> <li>Your deposit will be held, and reapplied to your account if the University offers you an amended Residential Agreement for your preferred Residency Period</li> <li>If a new offer is not able to be made for your preferred Residency Period, \$650 of your total deposit will be refunded. The administration fee component of the deposit (\$350) is not refundable.</li> </ul>
<ul style="list-style-type: none"> <li>Request to change Residency Period, after accepting your accommodation offer and AFTER close of business (5pm) on Friday 17 January 2025* but before the start date of your Residency Period (where you have applied for, been offered and accepted a 52-week Residency Period, and wish to change to an Academic Year Residency Period)</li> </ul> <p><i>* Includes circumstances where offers were made and accepted after Friday 17 January 2025</i></p>	<ul style="list-style-type: none"> <li>Your Residential Agreement will be cancelled, and your application will be amended and placed back on the waitlist to be reconsidered for your preferred Residency Period</li> </ul> <p>As you will have paid a deposit to confirm your place at the time you accepted your offer, the following also applies:</p> <ul style="list-style-type: none"> <li>Your deposit will be held, and reapplied to your account if the University offers you an amended Residential Agreement for your preferred Residency</li> </ul>

	<p>Period</p> <ul style="list-style-type: none"> <li>If a new offer is not able to be made for your preferred Residency Period, your deposit (\$1000) is not refundable</li> </ul>
<ul style="list-style-type: none"> <li>Request to change Residency Period after moving into the Residence</li> <li>Please note: this request can only be made within 8 weeks of the start of your Residency Period</li> </ul>	<p><u>52-week to 42-week change:</u></p> <ul style="list-style-type: none"> <li>Will incur a \$600 change fee</li> <li>Noting that the accommodation fees are different for a 52-week Residential Agreement and a 42-week Residential Agreement, you will be charged the difference between those accommodation fees for each week of the Residency Period completed prior to your request.</li> <li>The University will process your request as promptly as practicable, and the 42-week rate will apply from the date your request is processed until the end of your Residency Period.</li> </ul> <p><u>42-week to 52-week change:</u></p> <ul style="list-style-type: none"> <li>Will incur a \$600 change fee</li> <li>Noting that the accommodation fees are different for a 52-week Residential Agreement and a 42-week Residential Agreement, you will be charged the rate applicable to 52-week Residential</li> </ul>



Agreements from the date an updated Residential Agreement is issued by the University and accepted by you.

- There is no adjustment to the accommodation fees paid under the 42- week Residential Agreement.