

2027 **STUDENT** **LIVING** **COMMUNITY** **STANDARDS**

STUDENT LIVING

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Acknowledgement of Country

The University of Newcastle acknowledges the Traditional Custodians of the lands on which our campuses are located. The Worimi nation and the Pambalong clan of the Awabakal nation (Newcastle) and Darkinjung People (Central Coast). We pay respect to Elders past, present and emerging. We also acknowledge and pay respect to the other Aboriginal and Torres Strait Islander nations from which our students, staff and community are drawn.

Welcome to Student Living

Welcome to University of Newcastle’s (‘University’) Student Living (‘Student Living’) community. We hope you enjoy your time living with us on campus.

Student Living’s purpose is to provide safe, inclusive and culturally respectful living environments that support student success, independence and wellbeing.

Student Living’s hope is for all residents to have a home that is safe, fun and vibrant. We provide opportunities to meet people from all walks of life, listen and learn from one another, and build lifelong friendships. We see living on campus as a way to build life-ready skills while studying, and we are there to support you along the way.

These Student Living Community Standards set out expectations for all members of our community. We expect you to read and understand these Standards so that you can make a positive contribution while you’re here with us. Our team is committed to guiding you to meet these expectations so that together we can create and maintain a fulfilling experience for all residents.

The University’s policies, rules, procedures and guidelines (including the University’s Student Conduct Rule), some of which are referred to in these University of Newcastle Student Living Community Standards, are available via the University’s website.

Interpretation

1. INTERPRETATION
1. In these University of Newcastle Student Living Community Standards, the following rules of interpretation apply unless the contrary intention appears:

i) Headings and bold type are for convenience only and do not affect the interpretation of these standards.

ii) The singular includes the plural and the plural includes the singular.

iii) A reference to ‘including’ (in any form) or ‘such as’ when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind and are not words of limitation.

iv) Other parts of speech and grammatical forms of a word or phrase defined in these standards have a corresponding meaning.

v) A reference to “\$” means Australian Dollars.

Community Expectations

2. EXPECTATIONS, RIGHTS AND RESPONSIBILITIES

In strong, positive communities all members know what their responsibilities are and what is expected of them. By choosing to live on campus, you are choosing to be a member of the Student Living Community and to abide by the University of Newcastle Student Living Community Standards ('Student Living Community Standards', 'Standards') and the University's [Student Code of Conduct](#). This document should be read in conjunction with, and these standards of behaviour are enforceable under, the Student Occupancy Licence Agreement.

As a member of the University community and under the University's Student [Code of Conduct](#) you are committed to the values of honesty, fairness, trust, accountability and respect. At all times community members are to behave in a way that upholds these values both as individuals and as representatives of the University.

Student Living reserves the right to make amendments to these Standards at any time. Such updates will be communicated with current residents via e-mail.

You are expected to be familiar with your responsibilities and can expect in return that Student Living will support you to understand and uphold them.

The Student Living Community Standards and Student Occupancy Licence Agreement (including Terms and Conditions, the Information Table and Acceptance (Annexure 1) and the Schedule of Charges (Annexure 2)) are critical reference points regarding your rights and responsibilities as a valued member of our residential community. Please ensure you are familiar with these documents before you move in and across your entire period of residency. You will hear them referred to often, and the expectation is that you have read and understood them.

Respect is crucial in establishing and maintaining positive shared living experiences which you can support by making an effort to get to know the people living around you. This helps you to enjoy your experience together but also makes it easier to address concerns that may come up in your community.

If circumstances change in your living experience, your Residential Mentors and Student Living staff are here to support you and assist to resolve any issues.

Student Living supports on campus residents by allocating three different living environments:

1. **Single Gender:** a living arrangement where students reside in their shared unit (i.e., the specific apartment or share group they are allocated to) with people of the same gender. Gender refers to a person's social and cultural identity, expression and experience, not sex assigned at birth. This applies only to the shared unit a resident is allocated to. It does not apply to the floor, block or building, which may include a mix of unit types.
2. **Quiet Living:** a residential community for students who want a low-distraction living environment that supports rest and study, with clear standards around noise, common-area behaviour, and alcohol use in shared spaces to protect that atmosphere. Residents still take part in all Student Living programs and events.
3. **General:** living in a diverse and inclusive community alongside students of different genders, ages, cultural backgrounds and life experiences. Residents choosing General agree to embrace this diversity as part of everyday shared living.

3. YOUR WELFARE

- a) Please disclose to the Student Living team any support you may require while living within the University's student residential community. You can do this by having a clinician complete a medical practitioner report and/or by providing other, relevant supporting documentation. This may include pre-existing conditions or developing concerns. Any information provided will be managed and stored confidentially in accordance with your Student Occupancy Licence Agreement. Information will only be shared with your permission, or where there is significant concern about a risk to yourself or others.
- b) Student Living team members may contact you if concerns for your welfare have been reported by staff, peers or others. This contact may result in referral to other University or non-University support services. Any reasonable requests to attend a meeting with a Student Living staff member cannot be declined. It is very important that you engage with the Student Living team to ensure your health, safety and wellbeing whilst living on campus.
- c) Health and Wellbeing - The Student Living precinct is a safe, welcoming, and inclusive environment. We seek to promote respectful relationships, healthy living behaviours and a supportive community. We welcome any request for support from all members of our community.
 - To speak with the Health and Wellbeing Coordinator or Health and Wellbeing Advisor, call Student Living on +61 2 4913 8888 to make an appointment.
 - To access the University's after-hours support line call 1300 653 007 or text 0488 884 165 for SMS chat option.

Find out more [here](#). The University's after-hours support line offers immediate and short-term crisis support only, not ongoing counselling.

- As a university student you can seek support from the University's Counselling team for ongoing counselling free of charge.
- d) Consent Matters - The University and Student Living do not tolerate sexual assault or sexual harassment. Affirmative consent is key to ensuring that sexual experiences are safe and enjoyable for all involved. All new residents are required to attend a consent and healthy relationships lecture during the orientation period. They are also required to complete the University's Consent Matters online module as a condition of their enrolment at the University. If you would like to discuss these requirements or seek an exemption, please contact the Student Living Support Team on studentlivingsupport@newcastle.edu.au. For more information, visit [Consent Matters](#).
- e) The University recognises its obligations under the National Code to Prevent and Respond to Gender-Based Violence (National Code) which applies to the higher education sector. The University is committed to preventing and responding to gender-based violence within the Student Living community in accordance with the National Code.
- f) Australian residents under the age of 18 may be required to live within an assigned Quiet Living environment (low alcohol, low noise) until they turn 18 years of age and can then request a room move as per the standard process (fees apply). International students under the age of 18 will be required to live within North Tower. All residents, regardless of their age, are required to follow legislation and guidelines when living as part of our community. Students under the age of 18 may be required to attend engagement activities with Student Living on request to ensure their support and safety.
- g) Community Suitability Assessment (CSA) – you may be asked to take part in a CSA to ensure you meet the reasonable social and behavioural requirements of living on campus, including where your daily support needs exceed your ability to meet these needs. This assessment will be undertaken by a member of the University's student wellbeing team and you will have the opportunity to respond and to provide documents or other evidence relevant to those concerns.

4. RESIDENTS UNDER 18 YEARS OLD

- a) Domestic residents under 18 years of age may, at the University's discretion, and subject to the availability of rooms:
 - i. be required to reside in a designated Quiet Living environment, which promotes lower noise levels and reduced exposure to alcohol-related activities. Residents may request a room transfer through the standard room move process once they turn 18 years of age, subject to availability and any applicable fees;
 - ii. be allocated a room within a mixed-gender community apartment and share common spaces (including bathrooms and kitchens) with residents who are over 18 years of age and mixed gender living.
- b) All residents under 18 years of age are required to participate in welfare and wellbeing check-ins, meetings, or engagement activities as requested by Student Living. These requirements are in place to ensure appropriate support, safety, and pastoral care while living in residence.
- c) International residents under 18 years of age must obtain approval from Student Living before undertaking any overnight travel, extended travel, or travel that may impact their approved accommodation and welfare arrangements, including the registration of guests. Residents will be required to provide travel itineraries, accommodation details, emergency contact information, and evidence of appropriate supervision where requested. These requirements are in place to support student wellbeing and ensure compliance with relevant welfare and student visa obligations.

5. CONDUCT

- a) The Student Living conduct process intends to guide individuals living as part of the Student Living community to consider the impact their behaviour may have had on others, which can include fellow residents, students, staff, guests and facilities. The process strives to minimise and/or reduce harm for all involved, see individuals reflect on their behaviour and ultimately work with Student Living to change future behaviour in striving to be a better citizen and contributor to the Student Living community. This process does not limit the actions the University can take under the Student Occupancy Licence Agreement, such as imposing fees or charges.
- b) For further information, please refer to the University's [Student Conduct Rule](#).

6. REPORTING A COMMUNITY OR WELLBEING CONCERN

- a) Residents are encouraged to report any community concerns that may have affected their health and safety while living on campus, any breaches to these Standards or any other University policy, or concerns for another resident's safety or wellbeing.
- b) Community concerns are reported through to Student Living and will be handled by the Student Living team with sensitivity. Further investigation may be required, whereby other parties may be contacted, and potentially dealt with under the University's Student Conduct Rule or Student Living processes.

- c) A matter can be directly reported to Student Living which will ensure a reply with an offer of support and resolution in conversation with the reporting resident and/or impacted parties. Student Living's response to community concerns is survivor / victim led. Outside of Student Living, the Office of Student Advocacy provides free and confidential assistance in navigating the rules and regulations of the University to support you with matters as they arise or should you seek clarification on processes.
- d) In case of sexual assault or harassment, a confidential report can be submitted to the Campus Care Team which provides support and access to advice and information around your options.

7. DIVERSITY AND RESPECT

7.1 Respecting Others

- a) The University does not tolerate bullying, discrimination, harassment, racism, sexual harassment, hazing and verbal or physical violence. You must abide by all University policies directed at protecting the rights, safety and wellbeing of individuals. These policies can be found on the University's website.
- b) Hazing is not tolerated by the University and constitutes non-academic misconduct under the University's Student Conduct Rule. The Student Conduct Rule defines hazing to mean 'the ritual initiation and humiliation of individuals within a group regardless of the individuals consent'. Engaging in conduct involving hazing may result in a misconduct process under the Student Conduct Rule.
- c) Hazing may include acts that, as an explicit or implicit condition of joining or participating in a group:
 - (i) cause, encourage, or compel another person to engage in any activity that could reasonably be perceived as likely to create a risk of physical or psychological distress or harm;
 - (ii) impact an individual's wellbeing, finances, or reputation;
 - (iii) negatively influence the culture of a residential community; or
 - (iv) bring the University into disrepute.
- d) Activities and events will be organised with safety and inclusiveness in mind, and where possible, will align with wider University programs and social events.
- e) You can report any breach of the University's policies to the Student Living team who will provide information, advice and referral to the relevant University staff and support services.
- f) You must comply with any reasonable request by any University staff member or security personnel. It is expected that you will show respect for staff members and security personnel while they undertake their duties.

7.2 Respecting Property

- a) You must respect the property of other students, guests, staff, security personnel and property owned by the University. This includes, but is not limited to, not intentionally damaging or creating mess in your living spaces, common areas and outdoors throughout the Student Living precinct and University grounds.
- b) Stealing is an offence and will not be tolerated by the University. Any allegation of stealing will be investigated and may be referred to the New South Wales Police.

7.3 Behaviour and Noise

- a) Please ensure your actions, communications (both in person and online) and behaviours are respectful and comply with the University's Student Code of Conduct at all times. Your behaviour and interactions with peers, staff, security personnel and external bodies not only reflect on your own personal reputation, but also impact upon the reputation of the University.
- b) Noise restrictions are guided by the Protection of the Environment Operations (Noise Control) Regulation 2017 (NSW). You must always keep noise at a reasonable level within the context of the location, the time of day or night, and the time of year.
- c) Within the Student Living community, music and other amplified sound is restricted between 10:00pm and 9:00am each day (quiet time), exemptions may be granted for some events by Student Living on a case-by-case basis. Events are restricted to the Common Areas and Recreation Rooms that have been designed to cater for these needs and are not allowed in rooms or hallways.
- d) Overcrowding of units and rooms presents safety and security risks. Units may not have at any given time, more than two additional people per resident living in the unit. For example, a 5-share unit may not have any more than 15 people present. Gatherings that exceed this ratio are to be undertaken in the Common Areas and Recreation Rooms.

- e) All noise is to be kept to a minimum during exam preparation periods for any University term (StuVac and exams, semester, and trimester), this period will be referred to as 'Quiet Time'.
- f) If you have a concern at the level of noise, you may wish to deal with the situation directly yourself or contact Student Living Staff or After Hours Duty Officers / Security if after hours.
- g) Please note there are Student Living approved events where excessive noise levels may be expected and you will be notified in advance.
- h) In locations classified as Quiet Living, quiet time applies 24/7. Noise must be kept to a minimum, and there is to be no amplified sound etc. Exceptions may apply for approved events at the discretion of Student Living.

8. ALCOHOL AND OTHER DRUGS

8.1 Alcohol

- a) At Student Living, we understand that socialising may involve consuming alcohol. We need to make sure that when alcohol is consumed on campus that it isn't causing any harm to you or others and that it is not jeopardising your academic success.
- b) If you choose to consume alcohol whilst living on campus, you are expected to comply with the Student Conduct Rule.
- c) Activities or equipment that promote excessive drinking are prohibited, such as:
 - i) pub crawls;
 - ii) lock ins and/or hazing;
 - iii) drinking games; or
 - iv) kegs and beer bongs.
- d) The following areas of the University are alcohol-free zones, unless prior approval has been granted by Student Living:
 - i) foyers and study rooms;
 - ii) University car parks;
 - iii) pool, BBQ and grassed areas within the residential precinct; and
 - iv) Dining Hall and adjoining terrace.
 - v) Quiet Living areas, including common rooms and other shared spaces.
- e) Quiet Living areas within the residential precinct have been designated as low alcohol and low noise areas.
- f) You must:
 - i) not consume alcohol if you are under the age of 18;
 - ii) not supply or promote the supply of alcohol to any person under the age of 18; and
 - iii) not manufacture, possess, use or sell any illegal substances on Campus (including your room and Building).

8.2 Illicit Substances

- a) In NSW, it is an offence to possess, use, produce or supply a drug or drug paraphernalia which has been declared prohibited. The University may investigate and refer to the New South Wales Police any allegation of this nature. In addition, it is illegal to misuse legal substances including but not limited to amyl nitrate and nitrous oxide.
- b) Breaches of the Student Conduct Rule or these Standards may result in a misconduct process or legal action.
- c) For support with alcohol and other drug use, Student Living has a dedicated Health and Wellbeing Coordinator and there are many personal support services within the University.

8.3 Prescription Medications

- a) As a resident you are required to inform Student Living if you are taking prescription medication that falls into the category of a controlled substance, such as Medical Cannabis. Disclosure enables the University to distinguish between prescribed and unauthorized use, and to respond appropriately in the event a concern is raised. Any

information provided will be managed and stored confidentially in accordance with your Student Occupancy Licence Agreement.

- b) Approval must be granted by Student Living before bringing a controlled substance on campus. You can apply for approval by submitting a Medical Practitioner Report completed by your GP.
- c) Once you have gained approval you are required to:
 - i) store the medication in the original pharmacy packaging;
 - ii) consume the medication as prescribed only;
 - iii) consume the medication using approved methods only; and
 - iv) sharing or selling your medication is strictly prohibited and illegal.
- d) Misuse, distribution, or unsecure storage of medications may result in a misconduct process under the Student Conduct Rule.
- e) The University does not accept responsibility for any approved medications delivered by the on campus pharmacy to the University of Newcastle Student Living on behalf of a resident, and no liability for loss or damage to these medications will be accepted by the University.
- f) Any medications delivered to the University of Newcastle Student Living, for example from the on-campus pharmacy, will only be given directly to the addressee.

9. GUESTS

- a) Whenever someone who is not a current resident living on campus (including family members) visits you or stays with you in your room, that person becomes your guest whether they received a direct or implied invitation (**external guest**).
- b) Current residents from other residences or apartments on campus who visit or stay with you in your room by direct or implied invitation are also your guest (**internal guest**).
- c) For clarity:
 - i) a direct invitation is where you speak to someone, or send them a message or email asking them to visit or to stay; and
 - ii) an implied invitation can be where a friend or someone you know may hear of an event being held in a residence and invites themselves without receiving an invitation from you or any other student and when they arrive, you accept their presence.
- d) All external guests must be registered via the Student Living portal regardless of the time of day or duration of their time on campus. A maximum of one (1) external guest is permitted to stay past 8:00pm per resident unless prior written approval has been granted by Student Living.
- e) If your external guest wishes to bring their registered assistance animal into the Student Living precinct during their visit or stay with you, you must notify the University by email at studentliving@newcastle.edu.au prior to your guest arriving on campus. You must ensure that your guest complies with the Student Living Community Standards, University rules, policies, procedures and guidelines, and the University of Newcastle Student Living's reasonable directions, in relation to the assistance animal.
- f) Guests (internal or external) may stay no more than one night during the week or two consecutive nights during the weekend. The same external guest cannot be registered by different Student Living residents in succession to circumvent or extend these stay limits. If a non-resident is found onsite and not registered, a resident must be identified and responsible for the guest, or the non- resident may be escorted from the premises.
- g) You are responsible for ensuring your external guest complies with the Student Living Community Standards, University rules, policies, procedures and guidelines, including what constitutes acceptable behaviour.
- h) If your guest does something which, if done by you, would constitute a breach of these Standards or your Student Occupancy Licence Agreement, you will be deemed to be in breach and will face relevant discipline processes and applicable charges. It is your responsibility to explain to your guest what is acceptable within the University's student community.
- i) You must:
 - i) remain with your guest when your guest uses your room, apartment or Common Areas;

- ii) ensure that your guest complies with any reasonable direction given by a University staff member, including by Student Living Staff, Security Services, Residential Mentors, or any other person authorised by the University to act on the University's behalf;
 - iii) not give your keys, swipe cards or electronic tags to your guest;
 - iv) not move a bed or any other furniture into a Common Area for your guest; and
 - v) ensure your guest participates in organised University Student Living events only where invited to do so by other members of the Student Living community. External guests attending an event must be registered via the Student Living Portal, regardless of the event, time of day and whether the guest has been logged with event organisers.
- j) You must not allow any guest (internal or external) to stay overnight in your room or Building, unless your guest:
- i) is 18 years of age or older;
 - ii) is registered using the guest registration form (available on the Student Living portal) (external guests only);
 - iii) sleeps in your room (and not on couches or improvised beds in any Common Areas);
 - iv) only uses shared facilities in the Building if this does not interfere with the other students' use of these facilities; and
 - v) where living in a shared unit with shared Common Areas, you have sought agreement from the other students in your unit (including notifying other students in your unit if your external guest is bringing a registered assistance animal on campus during their visit or stay).
- k) External guests are not permitted:
- i) during exam preparation or examination periods;
 - ii) during orientation periods prior to the start of each semester;
 - iii) during and in the evening prior to Festival of Autonomy; or
 - iv) during any other period as communicated by the Student Living team in their discretion.
- l) exceptions to the guest policy may be granted in exceptional circumstances at the discretion of Student Living.

10. COMPLAINTS

If residents have a complaint regarding an act or omission of the University under the Student Occupancy Licence Agreement (other than the imposition of a charge or fee), the resident is to contact the Student Living team on (02) 4913 8888 or at studentliving@newcastle.edu.au in the first instance to address the complaint.

If the resident is not reasonably satisfied with the outcome, then the resident can escalate their concerns to studentliving-appeals@newcastle.edu.au. Residents and other community members are also welcome to submit a complaint through the University's [Complaint Management Policy](#) and [Complaint Management Procedure](#). Complainants will need to review the Complaint Management Policy and the Complaint Management Procedure prior to lodging a complaint or grievance.

Your Living Environment

11. CLEANING

11.1 Common Areas

- a) You have a shared responsibility to keep tidy any Common Area in your unit or floor. Amongst other things, this includes minimum obstruction of floor space and no food scraps, dishes, glasses, drink containers or cutlery left in the Common Area.
- b) If you have access to a kitchen and prepare food, you are responsible for cleaning up afterwards and maintaining the kitchen/kitchenette in a hygienic condition at all times.
- c) If you are living in a unit, you will be expected to participate in a cleaning roster for your unit.
- d) All spaces are subject to Student Living Community Standards inspections, including studios, one bedroom, two bedroom, five, six and ten share units. Other shared facilities are also inspected. These inspections are in place to help ensure that facilities are being well maintained and kept in line with Student Living Community Standards.
- e) All spaces and rooms are required to allow housekeeping services to enter and undertake cleaning of the kitchen and bathroom.
- f) If you or your guest are found to be responsible for damage to or cleaning of University property in a shared common space, as the resident you will be responsible for any repair or cleaning costs. Additionally, all students involved may also be subject to disciplinary action.
- g) Where Student Living determines there is a need to engage cleaning contractors to provide extra cleaning for a shared space, the cost of the cleaning will be divided by the number of the students in the unit/room and each student will be required to pay the cost of their share of the cleaning to the University. This may also involve a conduct process.
- h) Alcohol bottles and other glass containers pose a safety risk and must not be used as decoration in common areas.
- i) Writing directly on whitegoods using whiteboard markers or alternatives is not permitted.
- j) Furthermore, as a contract period ends, all students within a shared apartment are responsible for the cleanliness of the shared spaces regardless of when they may have departed.

11.2 Your Room or Unit

- a) You must keep your room tidy and clean, and in the condition to which you first moved in. This means all personal items must be kept in an orderly manner, vacuumed regularly and windows opened often to keep the room fresh and hygienic.
- b) All rooms and facilities are subject to inspections with at least 24 hours' notice provided to the relevant resident/s. Elements Student Living will look at during inspections include but are not limited to ensuring:
 - i) your bedroom and any other living / shared spaces are clean, tidy and hygienic;
 - ii) rubbish bins have been emptied;
 - iii) kitchen appliances (including fridge/freezers, ovens, microwaves etc.) are clean and tidy, including no writing directly on fridges;
 - iv) fire safety equipment is in working order and unobstructed (including smoke alarms, fire blankets / extinguishers);
 - v) front doors and fire doors are closed and secure and free from obstruction;
 - vi) no prohibited items are found (including candles, diffusers, portable air conditioners, additional mattress');
 - vii) floors are vacuumed;
 - viii) that Student Living property belonging to the apartment has not been damaged, vandalised or misplaced;
 - ix) no additional furniture is present; and
 - x) no other Student Living Community Standards breaches are evident at the time of inspection.

11.3 Recreation Rooms

- a) Each residential community has a shared responsibility to keep all communal recreation rooms (CAT Room, GreenRoom, Forsyth Cellar, Ground floor Common Rooms, etc.) tidy.
- b) As a community member we expect that you respect the property of your residence and understand that poor behaviour or lack of respect of these spaces may result in these spaces being locked and not available for a period of time.
- c) Where a space has been left unclean or damaged following an event or activity, the person or group who have organised the event/activity will be held responsible.

11.4 Housekeeping Services

- a) Housekeeping services are provided as follows:
 - i) In all units and studios (including one bedroom, two bedroom, five, six and ten share apartments) housekeeping services will be provided on a weekly basis. This will only be undertaken if these areas are sufficiently tidy to enable cleaning.
 - ii) Recreation and study rooms are checked daily and cleaned as required.
 - iii) BBQ areas are cleaned weekly or as required.
- b) You are responsible for:
 - i) maintaining cleanliness within your allocated living areas including your bedroom, kitchen and bathroom;
 - ii) cleaning appliances – toaster/microwave/oven, fridge and freezer shelves, washing up, packing away of clean items, vacuuming of the carpet areas; and
 - iii) removing rubbish and recycling from the unit and disposing into the appropriate bins.
- c) It is a condition of your stay that you allow reasonable access to the housekeeping staff to facilitate cleaning. You cannot repeatedly decline the weekly housekeeping service. Student Living has an obligation to uphold facility standards, and this includes weekly cleaning of bathroom and kitchen areas.

12. FOOD SAFETY

- a) All food items must be stored in the cupboards and refrigerators provided.
- b) Your food must be kept in sealed containers and any food, which in the opinion of the Student Living team may constitute a health hazard, could be removed and disposed of with no compensation payable to you.
- c) If, in the opinion of Student Living, there is concern for your ability to safely cook, store and keep food you may be required to undertake training or be offered the option of a meal plan (at your cost).
- d) At the end of the Term, you must dispose of all remaining food items by throwing them in the bin provided in your residence.

13. PERSONAL HYGIENE

- a) It is expected that you will maintain a healthy standard of personal hygiene.
- b) While people vary in their personal needs, a minimum healthy standard of personal hygiene will be considered to consist of regularly showering, cleaning teeth, regularly washing towels and bed linen and wearing reasonably clean clothing.
- c) Lapses in maintaining a minimum standard of personal hygiene can constitute a health issue and where such lapses are noted you may be approached by staff or security personnel to undertake a review of your current hygiene practices. It is your responsibility to advise Student Living if you contract any serious communicable (contagious) disease or infection. You are also responsible for following the directions for treatment or any possible quarantine if advised by Health Services. This information will be treated confidentially.

14. ANIMALS

- a) You must not keep or allow any pets in your room, the Common Areas or in and around the residences. For this purpose, pets include any animal other than a registered assistance animal that is approved to live in the Student Living precinct in accordance with your Student Occupancy Licence Agreement.
- b) You are not permitted to have a friend or family member's pet or animal, or other guest's pet or animal, come into the Student Living precinct.

- c) A registered assistance animal has the same meaning as set out in section 9(2) of the *Disability Discrimination Act 1992* (Cth), which defines an assistance animal as:
- “... a dog or other animal:
- i) *accredited under a law of a State or Territory that provides for the accreditation of animals trained to assist a persons with a disability to alleviate the effect of the disability; or*
 - ii) *accredited by an animal training organisation prescribed by the regulations for the purposes of this paragraph; or*
 - iii) *trained:*
 - i. *to assist a person with a disability to alleviate the effect of the disability; and*
 - ii. *to meet standards of hygiene and behaviour that are appropriate for an animal in a public place.”*
- d) If you wish for your assistance animal to live with you in the Student Living precinct, you must request the University’s prior written approval. To seek the University’s approval, you must:
- i) liaise with the University of Newcastle Student Living before you bring the animal into the Student Living precinct to ensure appropriate arrangements can be made to manage animal welfare in the room, and reasonable adjustments can be made for yours and others safety on campus;
 - ii) ensure the animal is registered as an assistance animal with the NSW Pet Registry via the relevant Council authority and provide evidence of this registration to the University on request; and
 - iii) submit a medical practitioner form to the University of Newcastle Student Living.
- e) If the University approves your request for your assistance animal to live in the Student Living Precinct, you will be required to sign the Student Living Assistance Animal Agreement. You must comply with the terms of the Student Living Assistance Animal Agreement in addition to all other requirements in relation to assistance animals brought onto the University campus, as set out in these University of Newcastle Student Living Community Standards, the Student Occupancy Licence Agreement, or any University rule, code, policy or procedure.
- f) If you or your external guest bring a registered assistance animal on campus, you must comply with the Student Living Community Standards, University rules, policies, procedures and guideline, and Student Living’s reasonable directions, in relation to the assistance animal, including that:
- i) the animal is registered as an assistance animal with the NSW Pet Registry via the relevant Council authority and provide evidence of this registration to the University on request;
 - ii) the animal is accompanied at all times;
 - iii) the animal is restrained and under effective control at all times;
 - iv) any faeces are removed and any spills deposited by the animal are cleaned;
 - v) comply with any statutes or regulations governing the management of the animal (e.g. State or Local Council regulations governing the control of animals in public places);
 - vi) the animal is free from infectious disease; and
 - vii) the animal, at all times, shows no signs of endangering people’s health or the health of other animals.
- g) The University is permitted to revoke any approval under this clause at its discretion, or issue reasonable directions in relation to an assistance animal, should the safety of the student, the animal or others be compromised.

15. RUBBISH REMOVAL AND RECYCLING

- a) The accumulation or collection of glass bottles, other glass containers, aluminum, plastic containers or other packaging in bedrooms or common areas is an occupational health and safety hazard and should be disposed of appropriately in a timely manner.
- b) All students are required to empty their own bedroom and common area bins to the waste stations provided, or allocated bin area in other residences as required. Bins must contain a bin liner at all times. Recycling bins are provided for Students’ use and you are expected to sort your waste packaging into the bins provided.

16. SMOKING AND VAPING

- a) If you are under 18, you are prohibited by law from smoking and / or vaping.
- b) If you are 18 and over, it is your choice if you wish to smoke tobacco or other legal non-tobacco products or vape subject to clause 15(c) below and you must comply with relevant legislation at all times.

- c) If you smoke or vape within the grounds of the University, the following applies:
 - i) you must comply with the University's Smoke Free Environment Policy;
 - ii) you must only smoke or vape in designated smoking areas on Campus;
 - iii) for the avoidance of any doubt, the use of electronic cigarette devices, vaporisers, shisha/hookah or any other form of legal smoking is only permitted within the designated smoking areas on Campus;
 - iv) the Campus has designated smoking areas equipped with facilities for the responsible disposal of smoking or vaping by-products;
 - v) you must dispose of your smoking or vaping by-products in these facilities; and
 - vi) if you smoke or vape in non-designated smoking areas you may be subject to disciplinary action.

Catering

17. CATERING

- a) If you are paying to have meals catered by way of a meal plan then you will use the Dining Hall.
- b) Catering may not be provided outside of the normal Long Stay contract period unless specifically arranged and approved by Student Living staff.
- c) Catering offering may alter during Midyear Session and any students on a meal plan will be notified ahead of time.
- d) Your Student Identification card must be used when collecting all meals or service can be refused.
- e) When in the Dining Hall you must:
 - i) wear appropriate clothing and footwear;
 - ii) behave in a civil manner and not disturb others eating their meals;
 - iii) not deliberately waste food;
 - iv) not remove cutlery, crockery or furniture from the Dining Hall; and
 - v) assist the catering staff with any reasonable request.
- f) You cannot transfer your catering rights to anyone else.
- g) Guests are not permitted in the Dining Hall (this prohibition includes other residents not paying for catering, other students and family members).
- h) If you have food allergies or specific dietary requirements, it is your responsibility to notify and discuss with the catering provider.
- i) The Dining Hall is an alcohol-free area.

Your Room and Common Areas

18. YOUR ROOM AND COMMON AREAS

- a) The University does not provide storage space in addition to your room. If you are vacating your room and wish to store your possessions for a defined period, you will need to make alternate arrangements.
- b) The University reserves the right to update or replace fixtures and fittings within rooms and common areas as required; including but not limited to paint, tiles, window fittings, carpet and benches. Images depicting rooms and common spaces are for illustration purposes only and may not be an actual representation of an individual space.
- c) Rooms within International House A Block, B Block, C Block, Edwards Hall Self Catered, and most rooms within Edwards Hall Cutler and Burnet Main Halls and Blue Gum House have fixed single beds. All other residences have king-single beds or larger depending on room type and capacity.

- d) You must:
- i) take proper care of all furniture, furnishings (including room furnishings) and appliances within your room and building;
 - ii) not make any alteration to any building including attaching objects to the walls. Posters are permitted in your room but only using products that leave no trace when removed;
 - iii) accept sole responsibility for any damage to your room or room furnishings;
 - iv) accept sole responsibility for the behaviour and conduct of anyone visiting your room whilst you are either in attendance, or not (for example, where you have left your bedroom unlocked and others have entered) unless otherwise discussed with Student Living
 - v) not tamper with any safety or security devices;
 - vi) not, without Student Living's prior written consent, remove or move any room furnishings, fittings, equipment or other articles provided, from or into your Room, Building or Common Area including but not limited to mattresses and furniture;
 - vii) ensure external access doors (i.e. front doors) are locked at all times;
 - viii) keep your room, room furnishings, the common areas and the furnishings in your building in the same condition as at the Commencement Date of your contract and leave them in that condition when you vacate your room. The University may require you to pay for any cleaning or repair costs associated with the removal of damaging adhesives, for writing or for drawing on surfaces;
 - ix) lock your doors when you are not in your room;
 - x) not under any circumstances enter another student's room without their permission;
 - xi) not enter or make use of any vacant rooms in the building or use or remove any items from a vacant room in the building; and
 - xii) not purport to sublet/sublicence your room to any other person at any time (whether or not you charge rent or other monies).
- e) You must report all:
- i) matters requiring emergency repairs immediately to the Student Living team through the Student Living Portal during business hours; or by phone on (02) 4913 8888 after hours; and
 - ii) damage or loss to furnishings and property to the Student Living team by 12 noon the next business day after the damage or loss occurs to allow for timely repairs or replacement.
- f) The University may require you to pay for:
- i) any cleaning / rectification costs including but not limited to the removal of damaging adhesives and removal of writing or drawings on surfaces in your room or the common areas;
 - ii) the replacement cost of any items included on the inventory of items at commencement date of your contract that do not match the inventory of items at end of contract; and
 - iii) any damages caused to your room, common areas or shared spaces.
- g) Abovementioned costs and charges will be applied to your Student Living account by Student Living. Student Living will provide a breakdown of all charges however cannot disclose or share supplier documentation deemed to be commercial in confidence.

19. BALCONIES

- a) Your balcony must be kept in a clean and tidy condition at all times. Housekeeping services does not service the balcony areas, it is the responsibility of the residents to ensure this is undertaken.
- b) As a matter of safety and security, you must not:
 - i) leave your balcony door unlocked when not in use;
 - ii) leave items on your balcony where they may be knocked or blown over and fall;

- iii) smoke or cook on the balcony (including the use of personal BBQs) or use naked flames (including candles or citronella candles);
- iv) install or add any furniture to your balcony (including but not limited to chairs or hammocks). Hammocks are not permitted as the privacy screens on the balconies are not designed or engineered to accommodate the weight of hammocks;
- v) throw or allow any item to be thrown or fall from your balcony;
- vi) create excessive noise whilst on the balcony, particularly beyond 10:00pm at night (be aware that 'private' conversations on balconies may carry a considerable distance in the quiet early morning hours);
- vii) install any non-University fittings on the balcony areas; or
- viii) block access in to or out of any door, including where emergency equipment is stored (i.e. fire hose reels).

20. ROOM MOVES

- a) To apply for a room move, you must follow the room move request process which is available on the University of Newcastle Student Living Portal.
- b) The University does not guarantee that all applications for room moves will be approved. Room moves are subject to room availability and will only be offered at the discretion of the Student Living team.
- c) If your room move application is approved, a standard room change fee will apply.
- d) If you change rooms without the University's express consent the University may issue you with a charge. You may also be required to move back to your assigned room and/or be subject to conduct processes.
- e) If your room is a shared room (dual or twin occupancy) and your roommate chooses to move out, you will be required to cover the full room fee cost from the date of their departure and the contract designation will return to single occupancy.

21. BIKES AND OTHER WHEELED VEHICLES

- a) Bicycles (including electrically assisted bicycles, e-bikes, that comply with the applicable NSW road transport regulations) must be kept only in the provided secure bicycle sheds and bicycle racks, which may include the bike hubs located on the campus. They cannot be kept in areas such as balconies, stairwells, common living spaces or bedrooms.
- b) You must not park, store or use any of the following prohibited vehicles that are unable to be registered in New South Wales on the grounds of the University (including in bike hubs):
 - (i) all petrol-powered bicycles that:
 - A. have a petrol-powered engine attached before or after purchase; or
 - B. are powered by any other type of internal combustion engine;
 - (ii) motorised foot scooters (with or without a seat) with an electric or petrol engine;
 - (iii) mini bikes or monkey bikes;
 - (iv) motorised human transporters such as the WheelMan or Segway;
 - (v) skateboards with an electric or petrol motor
- c) e-bikes and any other permitted lithium battery based items can be a fire / electrical risk and charging of these need to take place outside, from an outdoor power source.
- d) Should residents returning to Student Living after the end of the current contract term wish to store their bikes on campus they must organize a tag from Student Living before departing. Any un-tagged bikes left on campus in December each year will be disposed of without any notice or liability to you and no compensation or other monies will be payable to you.
- e) The use of bikes and other wheeled vehicles on campus must be in accordance with University rules, policies and procedures and guidelines, and in accordance with any applicable NSW rules and regulations.. Failure to do so may result in the behaviour being referred within the University for management in accordance with the Student Conduct Rule.

22. PARKING

- a) If you own a vehicle and wish to park within the Residential car parks on campus, you must apply for a Residential parking permit via the University website. This permit will allow you to park only in designated student accommodation car parking spaces on campus.
- b) The University provides residential parking spaces close to buildings for people with disabilities. These car parks are clearly marked. You may only park the vehicle in accessible car parking spaces if you possess a current Australian Disability Parking (ADP) permit and prominently display the ADP permit on the vehicle.
- c) If the vehicle is unregistered, you must not park or store it on the grounds of the University.
- d) If you wish to park within General car parks (different to Residential car parks) on campus please refer to the University website to purchase the appropriate permit. General and Student car parking permits do not allow parking within Residential car parks and the same applies in reverse.
- e) If at any time you cease to be a Student Living resident you are required to cancel your parking permit (via the University website) on the day you check out and a pro-rata refund will be issued.
- f) You may receive a parking infringement if you continue to park in a residential parking space when you are no longer a current resident, if you park in unauthorised locations, or where another type of parking permit is required and the parking space is therefore not available for Residential parking permit holders.
- g) Please refer to [University of Newcastle Rules Governing Traffic and Parking](#) for further information.

23. MIDYEAR SESSION HOLD

- a) If the Information Table and Acceptance (Annexure 1) specifies that you have selected a Standard Stay contract term, you will be required to vacate for the Midyear Session.
- b) The date you will be required to vacate from, and can return to campus on, is specified in the Information Table and Acceptance and you are obliged to meet these requirements.
- c) On or before the date of departure you will be required to ensure:
 - (i) your room is clean and tidy
 - (ii) rubbish including perishable and non-perishable foods is removed and disposed of appropriately
 - (iii) all items have been packed and removed
 - (iv) lock your door securely and return your key to Student Living.
- d) No room fees will be payable during the Midyear Session.

Safety and Security

24. DOORS

- a) All doors (main entrance doors and/or fire exit doors) must be safely and securely locked at all times and must not be propped open as this can present a security and safety hazard.
- b) You must not obstruct doorways or corridors with rubbish, personal items or furniture.
- c) If you obstruct a doorway or corridor that prevents egress in the event of any emergency, the University may issue you with a charge where costs are incurred by the University.
- d) Charges, fines or other disciplinary action may be brought against students who risk the safety of themselves and their fellow students through door breaches.
- e) You must ensure that bedroom doors are safely and securely locked at all times to ensure the safety of you, your fellow residents, the facilities and belongings.

25. ELECTRICAL EQUIPMENT

- a) It is your responsibility to ensure that all your electrical equipment in your room, Building and Common Areas is safe and meets the current Australian standards.

- b) The use of electrical equipment not complying with Australian standards, use of unsafe electrical equipment, use of double adaptors and / or overloading of circuits may cause fire and is deemed as a serious risk.
- c) The following are prohibited pieces of electrical equipment due to the risk related to units creating steam and water that can trigger fire alarms and / or be a risk to you or your housemates:
 - i) Portable air conditioners.
 - ii) Portable heaters (fan/ceramic/radiator or other).
 - iii) Humidifiers or dehumidifiers.
 - iv) Portable dishwashers.
 - v) Oil diffusers.
 - vi) Evaporative coolers
- d) The University may, at any time, prohibit additional electrical equipment by providing notice to you. You must not overload the circuit and cause an outage in your room, Building or Common Areas. If you do overload the circuit, the University may charge you the cost of rectifying the outage.
- e) The University reserves the right to immediately remove from your allocated room, Building or Common Areas any electrical equipment that the University considers to be prohibited or unsafe even if notice has not been given. The electrical equipment will be returned upon occupancy termination or contract end.
- f) Kitchen and cooking related items and equipment must not be utilized in bedrooms or other areas outside dedicated purpose built kitchen areas. This includes but is not limited to coffee machines, kettles, toasters and sandwich presses. Storing/using these types of equipment in bedrooms present hygiene and cleanliness concerns, overloading of electrical outlets and can result in fire alarm activation due to smoke and/or steam.
- g) Small fridge units are permitted in Rooms, provided they meet current Australian standards and are less than 125 litre capacity or fit within reasonable dimensions of 50cm wide, 90cm high and 60cm deep. These units must not impede ability for doors to safely and fully open or close. These units are your responsibility and must be removed at the end of the Term. If you fail to remove these units at the end of the Term, you may incur an additional cleaning charge.

26. EMERGENCIES

- a) In the event of any emergency you must leave an area if directed by any staff, member of security, member of the emergency services, police, fire brigade etc.
- b) If indoors when an alarm sounds or given an instruction to leave, you must immediately leave the building. Failure to leave the building when an alarm sounds may result in a charge where costs are incurred by the University and/or a conduct process.
- c) During an emergency or in the case of a health and wellbeing concern, Student Living staff or Security Services may enter your room.
- d) Security Services have the overall responsibility for disaster action plans and you must comply with any directions to meet at an assembly point for the duration of the declared emergency or until you are given permission to leave the assembly area by Security Services.
- e) To ensure the safety of individuals and the community it is expected that a person with a disability and/or in need of additional support in case of an emergency will contact Student Living to complete a Personal Emergency Evacuation Plan upon arrival and provide this to Student Living. A copy of this plan will be retained by the University and will be followed in the case of an emergency.
- f) It is against the law to make false reports to emergency services or police about an incident, community concern or emergency.
- g) You are required to complete Emergency training as part of your induction to Student Living before the commencement date of your contract period to ensure knowledge of emergency response exists when living within the Student Living community.

27. FIRE HAZARDS

- a) You must:
 - i) abide by the fire safety regulations;
 - ii) keep the Common Areas, stair wells, corridors, fire exits and pathways free of your personal belongings for fire

safety reasons and cleaning purposes;

- iii) not interfere with or block any fire-fighting appliances, notices, alarms or safety devices installed in your room or the Building;
 - iv) not in any circumstances use any open flame devices including candles and incense;
 - v) not use any means of heating in your room other than heating apparatus supplied by the University and you must not use such apparatus to dry clothes;
 - vi) only cook in designated areas (e.g. kitchens); and
 - vii) not use or supply accelerants or any other form of flammable liquid or material.
- b) If you do, or contribute to, anything that activates any crisis/fire system(s) on Campus, then:
- i) the University may issue you with a charge where costs are incurred by the University; and/or
 - ii) you may be subject to a conduct process imposed by the University.
- c) If during your contract period or during the University's inspection of your room at the end of your contract period, the crisis/fire system(s) in your room is found to have been modified or tampered with, the University may issue you with a charge if costs are incurred by the University. You may also be subject to conduct process.

28. INSURANCE

University insurance policies will not provide you with coverage for personal effects or ambulance cover whilst living on campus. It is strongly recommended you obtain appropriate insurance cover.

29. KEYS

- a) You must:
- i) keep safe and secure the key(s) provided by the University for the room and Building; and not give your room or Building keys to any other person;
 - ii) not change any of the locks to the Building or your room; and
 - iii) immediately report any missing or stolen key(s) and pay for the costs of replacement. This may also include multiple keys for each resident of a unit if the main door to the unit needs replacement keys for a new lock.
- b) If you lock yourself out of the room you must register the lock-out with the Student Living team so the University can provide you with access to your room.
- c) The first time you lock yourself out of the room the University will not issue a charge. The second and subsequent times you lock yourself out of the room, the University may seek to recover the costs of attending to the lockout from you.

30. RESTRICTED AREAS

- a) Entering restricted areas on Campus without authorisation is prohibited.
- b) Climbing on or from balconies or windows is prohibited, as is climbing onto roofs and covered walkways.
- c) Due to safety and hygiene concerns, the creek between Edwards Hall and the Towers must not be entered at any time.

31. SECURITY

- a) You must:
- i) carry your Student Card with you at all times when present on Campus;
 - ii) not conduct any business activity or illegal activities in the Building or your room; and
 - iii) not store or use any dangerous goods and/or weapons including but not limited to combustible materials or liquids, firearms or knives in the Building, your room or anywhere on the grounds of the University, (except in accordance with Item 33 b) regarding sports weapons).
- b) Security Services staff are empowered to ensure you are compliant with all University policies relevant to the comfort and safety of all members of the University community. You must comply with any reasonable request by Security Services staff.

32. SWIMMING POOLS

- a) Pools are open to all residents of University of Newcastle Student Living and may be used between 9:00am and 10:00pm with the exception of the winter months (June, July, August) or when closed for repairs or cleaning.
- b) You must comply with pool rules as posted in pool areas, including:
 - i) no alcohol or glassware within the fenced pool areas;
 - ii) if you have been drinking alcohol and are intoxicated, or under the influence of other substances, you must not use the pools;
 - iii) no dangerous behaviour such as trying to jump into the pool from a fence, balcony or a shade sail;
 - iv) not throwing items into the pool or the fenced area surrounding the pool;
 - v) not interfering with the cleaning equipment and filtration systems; and
 - vi) wearing appropriate swimwear (nude bathing and nude sunbathing are not permitted).
- c) Portable pools are not permitted for use within the Student Living precinct.

33. WEAPONS

- a) Weapons are not permitted on campus.
- b) If you are a member of a sporting team whose equipment may be deemed as a weapon (e.g. crossbow for archery) you are required to contact Student Living for information on storage options.
- c) If you are found by the University possessing a weapon the University may take appropriate legal action or undertake a conduct process.

34. INTERNET ACCESS

- a) Wired and wireless networks are available throughout the University's Student Living precinct and are part of the wider University corporate network. As such, your access to this network is subject to the [University's Information Technology Conditions of Use Policy](#) and you must comply with that policy at all times.
- b) You acknowledge and agree that the University has security protocols and policies in place regarding access to the internet on campus and that those protocols and policies apply to your use of the internet at the student living precinct.
- c) Assistance regarding internet access is available from the University's Digital Technology Solutions Service Desk/Portal. Please see the University's website for information on how to contact the Service Desk/Portal.

35. MAIL

- a) Current residents are permitted to have mail addressed to them delivered to the Student Living offices.
- b) Once received by Student Living a notification will be sent to the student and mail can be collected after 2pm the day the notification is received
- c) All mail must be collected within seven (7) days of the date of delivery to Student Living or it may be returned to the sender.
- d) The University does not accept any responsibility for mail (letters, parcels, deliveries) delivered to the University of Newcastle Student Living on behalf of a resident, and no liability for loss of mail will be accepted by the University.
- e) Meal delivery services are permitted, however you must collect any meal delivery within 12 hours of it being delivered or it will be disposed of for health and safety reasons.

36. STUDENT RESPONSIBILITIES

Students are expected to take responsibility for:

- a) understanding and complying with these Student Living Community Standards, the Student Occupancy Licence Agreement, the Student Conduct Rule and other relevant University rules, policies, procedures and guidelines;
- b) compliance with the University Student Code of Conduct and acting in a manner that demonstrates integrity and respect for the Student and University community as well as the broader community; and

- c) completion of any and all compulsory e-induction modules, education sessions and other online and in-person learning opportunities. Failure to complete these within the stipulated timeframes may result in a conduct process or action being taken under your Student Occupancy Licence Agreement

37. EVENTS

Any events (being any planned gathering, activity, function, meeting, celebration, competition or organised social occasion that involves 25 or more attendees) organised on campus must be done so in line with guidelines provided by Student Living. Student Living must be given prior notice of any events taking place to ensure appropriate support is available. Where events are deemed by Student Living to be outside of provided guidelines and/or pose a risk to the safety of the community, Student Living reserves the right to inform the resident(s) that the event must be adjusted or cancelled.

Managing Community Concerns

- a) Student Living works collaboratively with residents to investigate and resolve community concerns. When community concerns are reported, they are reviewed and triaged before a plan of action is decided. For this decision to be made, many factors are considered, including:
 - i) the severity of the breach;
 - ii) the impact on individuals, the community, facilities and/or university stakeholders;
 - iii) the level of engagement, transparency, accountability and reflection of residents involved in the community concern; and
 - iv) any concerning past behaviour of residents involved in the community concern.
- b) The Community Concerns page on the Student Living Portal outlines the Student Living investigation and decision-making processes (exceptions may apply in the University's discretion such as community concerns which have serious or extenuating circumstances). Throughout the follow-up process, active engagement from residents is mutually beneficial as it enables Student Living to gain a comprehensive understanding of each community concern, while also providing an opportunity for the residents involved to share their perspective on what occurred at the time.

38. BREACHES

- a) Where there is a perceived or alleged breach of the University of Newcastle Student Living Community Standards or Student Occupancy Licence Agreement, or any University rule, code, policy or procedure, then the University may investigate the matter in accordance with the Student Conduct Rule. Any investigation under the Student Conduct Rule in no way limits the fees, charges or other penalties which can be levied under the Student Occupancy Licence Agreement or vice versa.
- b) The University will determine whether the matter should be handled directly by the Student Living Team or should be referred to the Office of the Senior Deputy Vice-Chancellor (Academic) to be assessed under the Student Conduct Rule, based on the perceived level of risk and impact.

39. INVESTIGATIONS

- a) The University will investigate a community concern and if deemed necessary, will instigate the appropriate action. The University may determine that the alleged breach(es) did not occur and dismiss the case.
- b) An investigation may include an interview of the people involved and/or affected by a community concern perceived as a breach. Such interviews will be conducted by the University or a representative and be confidential in nature. Other procedures of investigation, including, but not limited to, photography, CCTV footage and other methods of obtaining evidence, may be used depending on the nature of the alleged breach under investigation. Any documentation created or provided in any investigation will be confidential.
- c) The University may, at any time, refer an investigation to be acted upon by other units within the University, including but not limited to, the Senior Deputy Vice Chancellor (Academic) under the Student Conduct Rule. The University may, at any time, refer an investigation to the police, any other law enforcement agency or other external agency.
- d) As part of the investigation and/or management of community concerns, the University may invite the person or people who have been harmed, the person or people who have caused the harm, and other impacted community members (e.g. family members, friends) to participate in a restorative justice conference, where participants will have a conversation about what occurred.
- e) A Student can be asked to not contact another Student or Staff member during an investigation, or if it is deemed necessary and reasonable.

40. OUTCOMES

The severity of the breach and impact on the community and facilities will determine the type of possible action. Failure to comply with any required outcome determined may lead to further consequences. Outcomes can include, but are not limited to:

- a) **Written Warnings** - The University may determine that the breach(es) did occur and assign the resident(s) involved a warning. The warning will be rendered in writing and will serve to remind the resident(s) of the Student Living Community Standards and the Student Occupancy Licence Agreement. Additionally, it will alert the resident(s) that further breaches may result in sanctions.
- b) **Sanctions**- The University may determine that the breach(es) did occur and assign the resident(s) involved a penalty. The goal of a penalty is to restore damaged community or individual relationships, educate the resident as to the impact their behaviour has had on the community, and/or address addictions or other behavioural needs. The action taken or the sanction assigned by the University may be one or more of the following:
 - i) **Training or Behavioural Support** - The resident is assigned a specific project or program (depending on the breach) to be completed by a set deadline. Examples include, but are not limited to, attendance or assistance in educational programs, completion of an alcohol education and/or awareness program, a reflection paper, creation of an educational/rule-based poster or presentation, meeting with a University Staff Member, or a letter of apology. The resident may be required to complete a Behavioural Support Plan with assistance from the Health and Wellbeing Coordinator or Campus Care to ensure a change in concerning behaviours.
 - ii) **Counselling or Health and Wellbeing Support** - The resident will be required to undertake counselling or engage with the Student Living Health and Wellbeing Coordinator.
 - iii) **Community Restoration Work** - The resident will be required to participate in an activity or task that benefits the Student Living community for a specified number of hours. Under supervision, the resident will perform their community work to a reasonably acceptable standard without compensation. Examples include, but are not limited to, shadowing a staff member or Student Leaders (when performing various duties) and assisting with or organising a student event.
 - iv) **Fines and Compensation** - The resident will be asked to compensate for damages in the event that any Student is found responsible for damage to university or personal property. The resident may also be required to pay a fine. Any damages, fine or penalty imposed under the Student Conduct Rule does not preclude the University from also imposing a charge under the Student Occupancy Licence Agreement.
 - v) **Loss of Privileges** - This may include removal of privileges such as, but not limited to, the ability to host guest(s), an on-site alcohol ban of a specified duration, and/or a ban on attending student accommodation, or Residential Association-run events and activities.
 - vi) **Transfer** - This is the permanent relocation of a resident from one community to another (depending on the availability of a suitable space). A resident who is transferred may be prohibited from entering the floor, wing or building that they were transferred from for a specified period of time. Residents who are transferred will be allocated a room at the discretion of Student Living staff.
 - vii) **Termination** – The University may terminate a resident's Student Occupancy Licence Agreement where a resident has breached the Student Conduct Rule or the Student Occupancy Licence Agreement.
 - viii) **Readmission** – Where a student has one or more findings of misconduct at the University or has recorded one or more breaches of the Student Occupancy Licence Agreement, they may, at the University's discretion, not be eligible to re-apply as a resident in the future or may be required to take part in a readmission review before being considered for a new Student Occupancy Licence Agreement.

Community Leaders

41. COMMUNITY LEADERS

The University values the contribution community leaders make within their individual residences and more broadly within the on-campus accommodation community. Community leaders include Residential Leaders, members of Residential Associations and representatives of the University of Newcastle Student Living, including the Student Representative Council and Residential Consultative Group.

If you are appointed to act in any of these community leader roles, including roles within associations or groups, it is expected that you will participate in initiatives detailed by the University of Newcastle Student Living, be a positive role model in the community, and uphold these Student Living Community Standards.

a) **Residential Leaders**

Residential Leaders are residents employed by the University. They are responsible for supporting the residential community via engagement activities and events, and referrals to support services.

b) **Residential Associations**

Residential Associations are groups of residents represented by residents in unpaid, peer-elected positions for the purposes of fostering community connection and engagement activities within their individual residence.

c) **Student Living Representatives**

Community volunteers voted into, or nominated to sit on, representative committees must fulfil all responsibilities outlined in the relevant position description(s), and uphold these University of Newcastle Student Living Community Standards.

If a community volunteer fails to fulfil its responsibilities or comply with these University of Newcastle Student Living Community Standards, the University may at its discretion:

- i) instruct the community volunteer to step down from their position; or
- ii) remove the community volunteer from their position.

