SAINTS CATHOLIC COLLEGE
2027 ANNUAL RESIDENTIAL CONTRACT - TERMS & CONDITIONS

THE RESIDENT ACKNOWLEDGES, UNDERSTANDS AND AGREES:

PREAMBLE:

For any community to be in good harmony, a spirit of care and concern for the common good must prevail. Of course, individuals have certain rights and expectations, but these should not infringe on the reasonable comfort and needs of others in the community.

As the Resident settles into student life at the College, they are encouraged to contribute to the varied aspects of JCU University and College life since academic success is often facilitated by participation in cultural and sporting activities alongside a balanced social life.

SCC's community has a special quality of commitment and friendliness. The size of the College allows all residents the opportunity to meet other people from diverse backgrounds and to make and maintain positive relationships. SCC actively promotes a harassment free social climate.

SCC and the administration team who are responsible for residential life in the College, have attempted to keep regulations and rules to a minimum – those requirements which are necessary are outlined in this Agreement.

1. DEFINITIONS

"Authorised Absence" means a Resident's absence from the College that is for (in the opinion of the HOC) a genuine reason;

"Agreement" means the agreement between the Resident and SCC including the Fee Schedule, the College Handbook, this Annual Residential Contract, applicable College Policies, and any special conditions agreed to in writing between SCC and the Resident;

"Accommodation Fees" means the fees for accommodation payable by the Resident to SCC for Residency at the College for the Term;

"BM" means the Business Manager of the College.

"College" means all land, buildings and facilities that comprise the residential college conducted by SCC;

"College Handbook" means the Saints Catholic College Handbook for the year of contracting;

"College Policies" means all policies, procedures, codes, rules and requirements of SCC applicable to Residents or residency, including applicable policies of the Roman Catholic Trust Corporation for the Diocese of Townsville ("RCTC") that apply to SCC in accordance with SCC's governance arrangements;

"Fee Schedule" means the Saints Catholic College Fee Schedule that sets out the Accommodation Fees and all other fees and charges;

"Fees and Charges" means the fees and charges (including the Accommodation Fees) payable by the Resident to SCC as set out in the Fee Schedule;

"GBV" means Gender-Based Violence;

"Guarantor" means the person stated as the guarantor on the online enrolment;

"HOC" means the Head of College of the College appointed by SCC from time to time;

"JCU" means James Cook University;

"Rebate" has the meaning given to it in the Fee Schedule;

"Residency" means the Resident's occupation of the Room;

"Room" means the room at the College designated by the HOC (or changed from time to time) for occupation by the Resident;

"SCC" means the Roman Catholic Trust Corporation for the Diocese of Townsville conducting business as Saints Catholic College.

2. RESIDENCE

2.1 The Resident's occupation at the College is a fixed term residency of either 40 weeks or 43 weeks within the period of the university academic year (Residency) based on either the Two Semester or Trimester course of study;

2.2 Residency at the College is under a licence, the right to utilise the Room is in accordance with the terms and conditions specified in the Agreement;

2.3 The period of the Residency will be noted on the confirmation enrolment letter. Should SCC agree in writing to any extension to the period of Residency, all other terms and conditions of this Agreement remain in full force and effect for any extended period;

2.4 Should the period of Residency need to be extended due to a Resident's documented and approved academic course in the week prior to O-week, Semester 1 or Trimester 1 and/or the week following the end of year, two week examination period nominated by JCU, the Resident will be allowed (with the prior written consent of the HOC or BM first obtained) to continue to occupy the Room at no additional charge, subject always to the terms of this Agreement and the College Handbook continuing to apply.

3. FEES

3.1 The Fee Schedule details all fees payable by the Resident and includes compulsory and non-refundable fees. The Fee Schedule forms part of this Agreement;

3.2 The Resident must pay the Fees and Charges as stated in the Fee Schedule as soon as they become due in the way directed by SCC;

3.3 In cases where parents provide financial assistance, it is the Resident's obligation to ensure that their parent has full knowledge of the Agreement and is aware the parent is also responsible for all Fees and Charges incurred by the Resident;

3.4 SCC requires the parent or guardian to guarantee the obligations of the Resident for the entire academic year;

3.5 SCC reserves the right to review the fees from time to time and adjust the fees, when necessary, even during the academic year.

4. REBATES FOR FEES AND ABSENCES FROM THE COLLEGE

The Fee Schedule and Handbook contain all Rebates that may be available to the Resident.

5. RESIDENCY

5.1 Should the Resident pay the Fees and Charges pursuant to Clause 3 and comply with the terms and conditions of the Agreement; SCC authorises the Resident to use and occupy the Room for the purpose of residential accommodation for the period of this Agreement;

5.2 Subject to the terms and conditions of this Agreement, SCC will not interfere with the reasonable peace, comfort or privacy of the Resident in the Room, subject always to SCC rights to enter the Room at any time pursuant to the Agreement.

6. RESIDENT'S OBLIGATIONS

6.1 The Resident must keep their Room clean, having regard to the condition at the start of Residency;

6.2 The Resident must not maliciously damage, or allow someone else to maliciously damage their Room;

6.3 The Resident has the following obligations:

a) To use the Room and common areas only as a place of residence;

b) Not to use the Room or common areas for an illegal purpose;

c) Not to interfere with, and to ensure the Resident's guests do not interfere with, the reasonable peace, comfort or privacy of another resident or another resident's appropriate use of the other resident's room or common areas;

d) To pay all Fees and Charges and any other fees or penalties when they fall due;

e) Not to intentionally or recklessly damage or destroy or allow the Resident's guests to intentionally or recklessly damage or destroy, any part of the College.

SAINTS CATHOLIC COLLEGE
2027 ANNUAL RESIDENTIAL CONTRACT - TERMS & CONDITIONS

7. REGULATIONS

7.1 In addition to the Resident's expressed agreement that they have read and are aware of all terms and conditions of the Agreement, SCC draws the Resident's attention to their obligations under the Agreement and the College Handbook regarding, for example, Alcohol and Noise.

7.2 For the avoidance of doubt, SCC does not condone any use of alcohol by persons under the age of 18. Any Resident distributing alcohol to persons under 18 commits an offence and is a breach of this Agreement. SCC is then obligated to report the matter to Police.

8. POLICIES, PROCEDURES AND CODE OF CONDUCT

8.1 SCC and the Resident agree to cooperate with each other in relation to the performance of this Agreement.

8.2 The Resident agrees:

a) to act in good faith and maintain open and appropriate communication with SCC;

b) that they have read, understood and agree to comply with this Agreement, the College Handbook, Code of Conduct and applicable College Policies;

c) to comply with reasonable directions given by SCC in relation to the administration, safety, security and effective operation of the College; and

d) that SCC may adopt, amend or replace policies, procedures, rules and reasonable operational requirements during the term of this Agreement where reasonably necessary for the governance, safety, wellbeing, compliance or effective operation of the College.

9. SCC, DIOCESAN AND JCU POLICIES

9.1 The Resident agrees to comply with all applicable College Policies, including applicable policies of RCTC that apply to SCC in accordance with SCC's governance arrangements.

9.2 The Resident acknowledges that, as a student of JCU, they may also be subject to applicable JCU policies, procedures and requirements independently of this Agreement.

9.3 The Resident acknowledges that JCU manages matters relating to Gender-Based Violence (GBV) involving JCU students in accordance with applicable JCU policies and procedures. Where JCU determines or directs that action is required in relation to a Resident arising from a GBV matter, SCC may take such action as is reasonably necessary to give effect to that determination or direction, including imposing restrictions on the Resident's access to or participation in the College community or, where directed or required, terminating the Resident's residency and requiring the Resident to leave the College.

9.4 Nothing in clause 9.3 prevents SCC from taking immediate or additional action where SCC reasonably considers such action necessary to protect the safety or wellbeing of any person, manage risk, comply with its legal or policy obligations, or exercise its rights under this Agreement.

10. TERMINATION OF AGREEMENT

10.1 The HOC may terminate this Agreement by notice in writing to the Resident if the Resident:

(a) Ceases to be enrolled as a full-time student of JCU (as determined by JCU) or seeks to defer enrolment at JCU;

(b) Fails to pay any Fees and Charges when due;

(c) Fails to obtain a level of academic achievement satisfactory to the HOC;

(d) Engages in serious misconduct or conduct that materially prejudices the safety, wellbeing, good order or legitimate interests of the College community, or materially brings SCC into disrepute;

(e) Commits a breach of this Agreement which is not remedied within a reasonable period specified by SCC, where the breach is capable of remedy; or

(f) SCC is required or directed to terminate the Resident's residency pursuant to clause 9.3.

10.2 If the College terminates this Agreement for any reason, the Resident is required to pay all Fees and Charges for the remainder of the period.

11. RESIDENT'S RELEASE FROM AGREEMENT

11.1 The Resident agrees that the Resident is responsible for the entire period of the Agreement, however the HOC may (in the HOC's absolute discretion) release the Resident from their obligations under this Agreement;

11.2 The Resident is released from their obligations under this Agreement effective from the time stated in the HOC's notice or, if no time is stated, at the time the notice is given to the Resident;

11.3 For the avoidance of doubt, the HOC will not consider transfer to another college or to alternative accommodation (i.e. private accommodation such as shared housing) as satisfactory grounds to release the Resident from their obligations;

11.4 If the HOC releases the Resident or the Resident is expelled, the Resident agrees to pay SCC all remaining Accommodation Fees under this Agreement.

12. GUARANTEE

12.1 Where a parent or guardian is responsible for payment of the Resident's Fees and Charges, the parent or guardian must guarantee the performance of the obligations of the Resident under this Agreement by executing the Guarantee on the front of this document.

12.2 At the discretion of the HOC, SCC may communicate with the Guarantor regarding the Resident's financial obligations under this Agreement and other matters reasonably necessary for the administration or enforcement of the Guarantee. SCC will only disclose other personal information about the Resident to the Guarantor, where authorised by the Resident or otherwise permitted or required by law.

13. GOVERNMENT OR OTHER ENTITY FEE PAYMENTS

Where a government agency, scholarship provider or other entity makes payments toward the Resident's Fees and Charges, SCC may communicate with that entity regarding payments, eligibility, occupancy or other information reasonably necessary to administer those payments. SCC will only disclose other personal information about the Resident, where authorised by the Resident or otherwise permitted or required by law.

14. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

14.1 This Agreement constitutes the entire agreement between the parties in relation to the Resident's residency at SCC and supersedes all prior agreements, representations and understandings concerning that residency. The Agreement may only be varied in writing, except for policies, procedures, rules and operational requirements that SCC is entitled to adopt or amend in accordance with this Agreement.

14.2 In the event of any inconsistency between documents applying to the Resident's residency, the following order of precedence applies to the extent of the inconsistency:

a) any special conditions expressly agreed in writing between SCC and the Resident;

b) this Annual Residential Contract;

c) the Fee Schedule;

d) the College Handbook;

e) applicable SCC policies and procedures; and

f) applicable RCTC/Diocesan policies applying to SCC in accordance with SCC's governance arrangements.

14.3 Where an applicable RCTC/Diocesan policy is required by SCC's Constitution or governance arrangements to prevail over an SCC policy or procedure, the RCTC/Diocesan policy will prevail to the extent of any inconsistency.

SAINTS CATHOLIC COLLEGE
2027 ANNUAL RESIDENTIAL CONTRACT - TERMS & CONDITIONS

15. PRIVACY

15.1 SCC will handle personal information in accordance with the Privacy Act 1988 (Cth), including the Australian Privacy Principles (APPs) contained in Schedule 1 to that Act, to the extent that the Act applies to SCC, and in accordance with SCC's Privacy Policy.

15.2 The Resident acknowledges that SCC may collect, hold, use and disclose personal information about the Resident where reasonably necessary for the administration and operation of the College and the Resident's residency, including for accommodation, pastoral care, safety and wellbeing, financial administration, communication, compliance and other purposes described in SCC's Privacy Policy.

15.3 SCC will provide Residents with access to, and correction of, their personal information in accordance with applicable privacy legislation and SCC's Privacy Policy.

15.4 Where SCC reasonably considers that there is a serious threat to the life, health or safety of the Resident or another person, SCC may use or disclose relevant personal information, including to the Resident's nominated Emergency Contact or appropriate authorities, where permitted or required by law.

15.5 Further information about how SCC collects, holds, uses, discloses and protects personal information, and how Residents may seek access to or correction of their personal information or make a privacy complaint, is contained in SCC's Privacy Policy.

16. RESIDENTIAL TENANCIES AND ROOMING ACCOMMODATION ACT 2008 (QLD)

The Residential Tenancies and Rooming Accommodation Act 2008 (Qld) does not apply to this Agreement.

17. READMISSION TO THE COLLEGE

17.1 Residency at the College under this Agreement is for the fixed term specified in the Resident's confirmation of enrolment. Residency in any academic year does not create an entitlement, guarantee or automatic right to residency at the College for any subsequent academic year or contract period.

17.2 A Resident seeking accommodation at the College for a subsequent academic year or contract period must submit a new application. Any subsequent residency is subject to SCC accepting that application and entering into a new Annual Residential Contract with the applicant.

17.3 In determining whether to offer a returning applicant a subsequent Residential Contract, SCC may have regard to any matters it reasonably considers relevant to the applicant's suitability for continued residency within the College's communal residential environment, including:

a) the applicant's overall academic and behavioural performance during any previous residency;

b) compliance with the Annual Residential Contract, College Handbook, Code of Conduct, College Policies, procedures and reasonable directions;

c) the applicant's residential history and conduct within the College community;

d) the applicant's impact upon, and compatibility with, the safety, wellbeing, reasonable comfort, cohesion and effective functioning of the residential community;

e) relevant information available to SCC concerning circumstances, conduct or residential dynamics that SCC reasonably considers may present a risk to the safety, wellbeing or effective functioning of the College community;

f) the applicant's cooperation and communication with college management and staff;

g) payment of all monies owing to SCC and the applicant's previous compliance with their financial obligations;

h) the applicant's enrolment status and academic requirements;

i) the availability and appropriate allocation of accommodation within the College; and

j) any other matter SCC reasonably considers relevant to the applicant's suitability for residency and the safety, wellbeing and effective operation of the College community.

17.4 A decision as to whether to offer an applicant a subsequent Residential Contract is a residential selection decision and is separate from any disciplinary process relating to the applicant's current or previous residency. In making this decision, SCC is not required to establish that the applicant has committed a particular breach of the Agreement, Code of Conduct or College Policy, or to have made a formal disciplinary finding, before considering relevant information under clause 17.3. Any such decision must be made reasonably, having regard to the information available to SCC and the circumstances of the application.

17.5 Following consideration of an application, SCC may offer or decline to offer the applicant a subsequent Residential Contract. Nothing in this Agreement requires SCC to offer a subsequent Residential Contract merely because the applicant has previously resided at the College.

17.6 SCC will advise an applicant whether their application for readmission has been successful. Unless required by law or otherwise determined appropriate by the HOC, SCC is not required under this Agreement to provide detailed reasons for its decision.

17.7 The Resident authorises and consents to JCU disclosing their academic results and enrolment status to the HOC and any other staff member authorised by the HOC for the purposes of considering assistance to, or the pastoral care of, the Resident, an application for readmission to the College, or termination of this Agreement. SCC will keep this information confidential and use it only for those purposes.

17.8 No Resident will be readmitted to the College unless all monies owing to SCC have been paid in full or arrangements satisfactory to SCC have been made for payment.

18. GST

18.1 This clause applies if:

a) The rate of GST payable by SCC on any supply to the Resident under this Agreement increases; or

b) GST is, or becomes, payable on some part of any supply to the Resident under this Agreement where SCC has not previously paid GST in respect to that part of the supply.

18.2 The Resident must, if requested by SCC, pay to SCC the amount of any GST payable by SCC under clause 18.1.

19. CONTRACT DURATION

NEW AND RETURNING STUDENTS of St Raphael's, St Paul's and St Mary MacKillop Wings will only be offered a Forty (40) week or a Forty-Three (43) week contract unless the term is varied in writing by the HOC.