



SAINTS CATHOLIC COLLEGE

2021 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 responsible for residential life in the College, has attempted to keep regulations and rules to a minimum – those requirements which are necessary are outlined in this Agreement. Please note the College Handbook has been revised to incorporate and make compatible the expectations of SCC. In cases where the College policy does not exist to cover an emerging issue, the relevant policy pertaining to the policies of the Roman Catholic Diocese of Townsville will apply. If there are no relevant policies available in either of the preceding two organisations then any relevant JCU policy will apply.

1. DEFINITIONS

“**Authorised Absence**” means a Resident's absence from the College that is for (in the opinion of the CEO) a genuine reason;

“**Agreement**” means the agreement between the Resident and SCC including the following documents:

1. The Fee Schedule;
2. The College Handbook;
3. This document titled “Saints Catholic College Annual Residential Contract”;
4. 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;

“**College**” means all land, building and facilities that comprise the residential colleges conducted by SCC;

“**College Handbook**” means the Saints Catholic College Handbook;

“**College Policies**” means all rules, policies and procedures that apply to the Resident as set out in the College Handbook;

“**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;

“**Guarantor**” means the person stated as the guarantor on the online enrolment;

“**JCU**” means James Cook University;

“**CEO**” means the Chief Executive Officer of the College appointed by SCC from time to time;

“**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 CEO (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 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 CEO first obtained) to continue to occupy the Room at no additional charge (subject always to the terms of this Agreement and those outlined in 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 condition 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.

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 may also report the matter to Police.



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8. POLICIES, PROCEDURES AND CODE OF CONDUCT

- 8.1 SCC and the Resident agree to cooperate with each other in regard to performance of this Agreement.
- 8.2 The Resident agrees:
- The Resident will act in a spirit of good will and will maintain open and regular communication with SCC;
 - The Resident has read the Agreement and is bound by the policies contained in the Agreement and all policies issued by The Townsville Catholic Diocese or JCU from time to time.

9. SCC and UNIVERSITY POLICIES

- 9.1 The Resident agrees that they are bound by College and relevant University Policies. SCC or JCU may impose restrictions/penalties on the Resident for breaches of SCC or University Policies which may include monetary fines and/or community service type penalties.
- 9.2 If there is any inconsistency between an SCC policy and a JCU policy, the SCC policy prevails to the extent of the inconsistency.

10. TERMINATION OF AGREEMENT

- 10.1 The CEO may terminate this Agreement by notice in writing to the Resident if the Resident:
- Ceases to be enrolled as a fulltime student of JCU (as determined by JCU) or seeks to defer enrolment at JCU;
 - Fails to pay any Fees and Charges when due;
 - Fails to obtain a level of academic achievement satisfactory to the CEO;
 - Is found guilty of a breach of the terms of this Agreement or acts in a way that results in an adverse view of SCC;
 - Commits a breach of this Agreement which is not remedied by the Resident within a reasonable period of time (in the CEO's absolute discretion).
- 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 CEO may (in the CEO'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 CEO's notice or if no time stated, at the time the notice is given to the Resident;
- 11.3 For the avoidance of doubt, the CEO 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 under this Agreement;
- 11.4 If the CEO 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 CEO, SCC reserves the right to contact the guarantor with regard to any matter that relates to fee payments, occupancy requirements or changes, or breaches of contract conditions.

13. GOVERNMENT OR OTHER ENTITY FEE PAYMENTS

At the discretion of the CEO, SCC reserves the right to contact the entity making fee payments on behalf of the resident with regard to any matter that relates to fee payments, occupancy requirements or changes, or breaches of contract conditions.

14. ENTIRE UNDERSTANDING AND VARIATION

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements. It cannot be varied except in writing.

15. PRIVACY

- 15.1 SCC abides by the National Privacy Principles set out in Schedule 1 of the Privacy Act (Cth)1988;
- 15.2 The Resident consents that their personal details provided to SCC will be used to assist in the administration of SCC and may be used in promotional materials and to provide the Resident with information about development, reunions, newsletters and other matters concerning SCC. The Resident has the right to request access to their information to make updates and corrections as necessary.
- 15.3 In the event of extreme safety concern and where deemed appropriate, SCC may inform the Resident's nominated Emergency Contact.

16. RESIDENTIAL TENANCIES AND ROOMING ACCOMMODATION ACT 2008 ("THE ACT")

The Act does not apply to this Agreement.

17. READMISSION TO THE COLLEGE

- 17.1 The readmission of the Resident to the College for the successive parts of the academic year, or for subsequent years, is dependent upon overall satisfactory performance (academic and behavioural) during any prior residency;
- 17.2 The Resident hereby authorises and consents to JCU disclosing all academic results and the enrolment status of the Resident to the CEO and any other staff members authorised by the CEO, for any studies undertaken whilst a Resident is at the College;
- 17.3 SCC agrees that the academic results and enrolment status of the Resident:
- Will not be used by the CEO for any purpose other than considering assistance to, or the pastoral care of the Resident, or an application by the Resident for readmission to the College;
 - Will be kept confidential by the CEO;
- 17.4 No Resident will be readmitted to the College unless all monies owing to SCC are first paid in full or unless arrangements satisfactory to SCC for the payment of such monies have been made.

18. GST

- 18.1 This clause applies if:
- The rate of GST payable by SCC on any supply to the Resident under this Agreement increases; or
 - 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 17.1.

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 CEO.