



Mannix College

# Mannix College

## Conditions of Residency

### **TABLE OF CONTENTS**

<b>PART 1 - GENERAL INTRODUCTION</b>	<b>2</b>
1. About	2
2. Jurisdiction	3
3. Definitions	3
<b>PART 2 - Residency Agreement</b>	<b>5</b>
1. Residency Agreement	5
2. Resident Obligations	6
3. Academic Requirements	7
4. Community Life	8
5. Health & Welfare	10
6. Safety & Security	11
7. Environmental Sustainability	13
8. Allocation of Accommodation	13
9. Consumption of Alcohol	15
10. Costs & Fines	15
11. Debts to Mannix College	17
12. Visitors/Guests	18
13. Prohibited Items	18
14. The Role and Authority of the Principal	20
<b>PART 3. RESIDENT BEHAVIOUR</b>	<b>20</b>
1. Residential Community Standards	20
2. Reporting & Notifying Allegations	21
3. Managing Allegations	21
4. Allegation Categories	22
5. Safety Measures	25
6. Breach Procedure	26
7. Appeal (of a decision following a finding of breach of Conditions of Residency)	31
8. Other Important Matters	33

# PART 1 - GENERAL INTRODUCTION

## 1. About

Mannix College is established and supported by the Catholic Archdiocese of Melbourne to provide a living and learning environment for a community of scholars in which all residents must have a commitment to the common good.

The Mannix College vision is to foster in our community the desire and capacity to make a positive difference in the world.

We place importance on being a welcoming, diverse and inclusive community that:

- values the vision of our founders and our Catholic foundations;
- promotes intellectual enquiry and rigour, a love of learning, and a culture of continuous improvement;
- supports the wellbeing of each student to enjoy a safe and rewarding College experience;
- fosters respectful relationships and lifelong friendships;
- expects personal and professional conduct characterised by fairness and integrity;
- encourages a willingness to serve others and to give back to the community in a spirit of service and gratitude;
- cares about the environment and embraces the principles of ecological sustainability; and
- values the best traditions of the College whilst also adopting an active, progressive and outward-looking approach to residential life.

These values guide the way we live together. All members of the Mannix Community have a mutual responsibility to live and work according to them.

Tolerance, acceptance, and consistent respect for the rights of others are a primary focus, as is the protection of health, wellbeing, and personal safety for all.

By accepting an offer to take up residency at Mannix College, Residents agree to respect the basic philosophy of Mannix College and agree to comply with the standards, terms and conditions outlined in the Conditions of Residency.

The establishment and maintenance of a strong sense of community requires careful thought and deliberation by all members of the residential community. Questions we ask members of the residential community include:

- How do we identify and clarify the tolerance threshold for Resident behaviour?
- How do we understand the difference between unacceptable behaviour and an unacceptable Resident?

An appropriate answer to these questions might be as simple as “when the behaviour has a negative impact on others.”

## 2. Jurisdiction

These Conditions of Residency apply to Mannix College Residents:

- 2.1. Whilst on Mannix College or Monash University property;
- 2.2. Whilst attending events sanctioned or organised by Mannix College or the Mannix College Student Society (MCSS);
- 2.3. Where their personal property or conduct seriously impacts the safety or well being of another Resident or Monash University student;
- 2.4. Where their conduct materially harms the reputation of Mannix College or Monash University; and/or
- 2.5. On digital media (including social media), where Resident behaviour and impact can be clearly linked to the Mannix Community.

## 3. Definitions

**“Allegation”** means an alleged or suspected breach of the Residential Community Standards.

**“Assistance Animals”** means accredited dogs or other animals that are trained to alleviate the effect of a disability, as defined by the *Disability Discrimination Act 1992* (Cth) (noting that the courts have distinguished between comfort/companion/emotional support animals which by their mere presence may provide therapeutic benefits and/or alleviate stress or anxiety, whereas assistance animals are specifically trained to alleviate the effect of a disability. This definition only applies to the latter).

**“College Council”** means Mannix College Council who are responsible for overseeing the College’s strategic direction, plans, and performance.

**“Chair of College Council”** means the person with the role of Chair of Mannix College Council.

**“Dean”** means the Dean of Students & Wellbeing.

**“Principal”** means the person occupying or acting in the position of Principal/CEO of Mannix College from time to time, or his/her nominee.

**“Resident”** means a student who has signed a Residency Contract that has commenced and has not been terminated.

**“Resident Accommodation”** means a Resident’s bedroom.

**“Resident Advisor”** means a student who is employed by the College to perform the duties of a Resident Advisor.

**“Residential Community Standards”** includes:

- (a) the requirements set out in these Conditions of Residency;
- (b) the requirements and content set out in the College Handbook;
- (c) Resident Resources;

- (d) any rules, policies and procedures that may be implemented or amended by Mannix from time to time, and as published on the Mannix College; and
- (e) the Residency Contract between the Resident and Mannix.

**“Mannix” or “College”** means Mannix College, an operating division of the Catholic Archdiocese of Melbourne.

**“Mannix College Appeal”** has the meaning given to it in Part 3, Section 7 of these Conditions of Residency.

**“Mannix Community”** includes Mannix staff, students, volunteers, Residents and visitors.

**“MCSS”** means the Mannix College Student Society.

**“MCSS Committee”** means the Committee of the Mannix College Student Society.

**“Notice to Vacate”** is a formal notice that requires a Resident to vacate their accommodation, taking all personal effects, and leaving the premises in a safe and clean state.

**“Nominated Investigator”** has the meaning given to it in Part 3, Section 6 of these Conditions of Residency.

**“Student Leadership Position”** means one of the following roles:

- (a) Resident Advisor;
- (b) Mannix College Student Society Committee Member;
- (c) Mannix College Student Society Sub-Committee Member; or
- (d) other Leadership Positions endorsed by the College.

**“Synthetic drugs”** means drugs whose origins are not primarily organic but are produced via chemical synthesis to mimic the effects of illegal drugs.

# PART 2 - Residency Agreement

## 1. Residency Agreement

Residents must enter into a Residency Contract with Mannix College. By doing so, Residents agree:

- 1.1. To comply with the Conditions of Residency and all rules, conditions, policies and procedures that are implemented or amended by Mannix College from time to time.
- 1.2. To familiarise themselves with College policies and procedures and Monash University's policies and procedures pertaining to their rights and responsibilities as a Resident and Student at Monash University.
- 1.3. Monash University has the ability to apply its student general misconduct process to incidents occurring at activities or events sponsored or hosted by the Mannix College Students Society (a Monash Student Association affiliated society).
- 1.4. To conduct themselves in line with College values, which includes to:
  - a) Treat others with fairness, respect and courtesy and act in a manner that is not threatening, harassing or intimidating or likely to jeopardise the safety of others.
  - b) Demonstrate commitment to a **zero-tolerance** stance on bullying, abusive behaviour, harassment, sexual harm, harassment, violent behaviour, and sexually offensive actions and criminal activities.
  - c) Respect the staff of Mannix College, Council Members, Fellows, volunteers, Chaplains, Alumni and Guests and behave with courtesy and understanding in all forms of communication with staff members.
  - d) Act at all times with honesty and integrity by:
    - i. Appropriately using and respecting College grounds and property;
    - ii. Reporting damage to College property;
    - iii. Taking responsibility for their own learning;
    - iv. Showing a willingness to learn, taking ownership of mistakes and having the courage to request help when needed; and
    - v. Modelling good behaviour to others and challenging inappropriate behaviour.
  - e) Be open and accepting of others' opinions, beliefs and background and to seek understanding without judgement of others.
  - f) Respect the privacy and personal boundaries of others in the Mannix Community and share the communal and common areas with courtesy and fairness.
  - g) Know the requirements of their course and progression rules and seek timely advice and assistance from College or University services, as required, to maximise successful progress.

## 2. Resident Obligations

Mannix College requires all Residents to contribute to a safe and supportive community culture. By entering into a Residency Contract, Residents agree to all of the following:

### Community Standards and Compliance

- 2.1. Obey the reasonable verbal or written instructions of the Principal, Dean, Mannix Security, and Resident Advisors, as well as any other staff member from Mannix College or Monash University (including Monash Security).
- 2.2. Observe all Residential Community Standards.
- 2.3. Comply with all local Council regulations, including but not limited to noise levels, parking and rubbish collection.

### Training

- 2.4. Complete all mandatory residential induction training requirements, including: Orientation and induction programs at the commencement of residency, and at such other times during the residency required by Mannix College.

### Noise

- 2.5. Keep noise to a minimum and demonstrate courtesy and consideration for others by not initiating, contributing to or allowing to continue, any action which makes noise that disturbs other Residents:
  - a) A 'quiet hum' of community engagement would describe the above expectation. Clearly audible noise beyond the confines of any space would be inconsistent with such. This expectation applies every day of the week.
  - b) **There is to be complete quiet from 11.00pm onwards** (every day of the week). Residents wishing to socialise at the College beyond this time are required to move to the Junior Common Room.
  - c) There is a period each semester during SWOTVAC (Study Without Teaching Vacation) and examinations known as 'Absolute Quiet Time' (AQT). During these periods all Residents must be quiet during prescribed hours. Social gatherings during this period are prohibited on campus.
  - d) Residents must respond courteously to requests to reduce noise and to act courteously to any request for a noise reduction.

### Appropriate Dress

- 2.6. Dress appropriately in all communal spaces (including bathrooms and kitchens). Although Mannix does not have a particular dress code, except at select events or in the Dining Hall, Residents must always be mindful of other Residents and cultural differences. Residents must make every effort to not cause offence to others.

## **Cleanliness**

- 2.7. Keep the Resident Accommodation clean and surrender it in a clean state and in good order, and pay for costs necessary to clean it or to repair any damage that exceeds fair wear and tear.
- 2.8. Contribute to maintaining the cleanliness of all communal areas associated with Mannix College.
- 2.9. Not use sticky tape, screws, nails or adhesives on walls and/or surfaces in the Resident Accommodation.. Command 3M Hooks or Blu Tack can be used, however, this must be completely removed on departure. Failure to remove hooks or Blu Tack, or any damage to walls or surfaces may incur charges.
- 2.10. Clothing is not to be left in any area other than drying racks and pigeon holes and Residents must not hang clothing or other items from windows or balconies. Residents may remove items from laundry equipment (if they remain after the completion of a wash/dry cycle) but must place them in appropriate drying racks/pigeon holes and where possible, inform the previous user of the location of the transferred items. Any item found left in an Mannix laundry may be disposed of at any time and Mannix does not accept liability for any items left in the laundry (or elsewhere).

## **Furniture**

- 2.11. Not engage in any practise of 'room flipping' (which includes moving, removing, adding or changing items within another Resident's Accommodation) without their express consent.
- 2.12. Not remove furniture from any College room or accommodation unless with prior approval from the College.
- 2.13. Not bring any outside furniture or appliances (including sofas, fridges, microwaves etc) into the College without the written permission of the Business Manager. Any outside furniture or appliances left in Resident Accommodation when vacating for holidays/or departing the College at the end of the year, will incur a removal charge, and the furniture or appliances may be disposed of or given to charity.

## **Parking**

- 2.14. Park vehicles in areas designated as car parking bays that do not have signage restricting the use of the bays to authorised persons, such as members of the Staff or Visitors.

## **3.Academic Requirements**

Mannix College promotes the pursuit of intellectual development and academic excellence. By entering into a Residency Contract, Residents agree :

- 3.1. To undertake a minimum study load of 24 credit points per semester at Monash University.

- a) Residents may seek approval from the Principal or their nominee to enroll in less than 24 credit points per semester for an agreed period of time (such approval is at the sole discretion of the Principal or their nominee).
- 3.2. To maintain a Weighted Average Mark (WAM) of at least 50.
- a) If a Resident fails multiple courses in a semester, or fails at least one course in multiple semesters, they may be required to meet with the Principal or their nominee to discuss their academic progress and they may also have to engage with support and advice services prescribed by the College.
- 3.3. To seek written approval from the Principal or their nominee to extend their stay at Mannix College if at any time they do not satisfy the Admissions Policy Principles which includes:
- a) If a student discontinues their enrolment at Monash University or changes from full-time to part-time study, or transfers to distance education, or completes their studies prior to the end of the academic year, they may be required to vacate the Resident Accommodation.
  - b) If a student is excluded from Monash University - for any reason - they will be required to vacate the Resident Accommodation.
- 3.4. That Mannix College is not responsible in any way for your academic progress.

## 4. Community Life

Mannix College is a participatory community where each member has an obligation to support the health, safety and enjoyment of other members. By entering into a Residency Contract, Residents agree:

- 4.1. To participate to the best of their ability in the communal life of Mannix College, and in their conduct always show consideration for other Residents, visitors and guests.
- 4.2. To attend significant College events such as Commencement, Valete, regular Formal Dinners and other significant events as communicated from time to time.
  - a) If a Resident is unable to attend a significant College event, please let the Dean know by no later than 11am on the day before the event.
  - b) Attendance at Formal Dinner is periodically taken and those who repeatedly miss formal dinners without an apology may be penalised.
- 4.3. To not host parties or gatherings in College outside of organised College events. Inviting large numbers of non-residents to the College is not permitted and such gatherings should take place off-campus.
- 4.4. That Mannix College accepts no liability for any injury sustained whilst a resident is participating in an approved College activity or any subsequent compensation that may arise from that injury.
- 4.5. To adhere to Dining Hall etiquette, which includes:



- a) Demonstrating respect for the catering team, including the use of manners upon collection of meals and tidying up of tables and plates.
- b) Do not remove College plates, glasses, jugs, etc. from the Dining Hall. Fines will be incurred for College property found in Residents' rooms.
- c) No food fights.
- d) Wearing suitable attire for a public space:
  - i) Shoes must be worn at all times in the Dining Hall; and
  - ii) Pyjamas aren't permitted in the Dining Hall.

4.6. To adhere to Formal Dinner etiquette, which includes:

- a) Residents must remain in the Dining Hall and seated for the duration of the event unless going to the bathroom or otherwise instructed or excused.
  - i) Approval to leave the Dining Hall during Formal Dinner should be sought from the Resident Advisor on Duty or a Dean.
- b) Poor behaviour at dinner will not be tolerated and those Residents exhibiting poor behaviour will be asked to leave and may receive disciplinary action.
- c) No alcohol is to be brought into the Dining Hall, except with the permission of the licensee.
- d) No alcohol is to be removed from the Dining Hall.
- e) Residents demonstrating an intoxicated state will be asked to leave and may receive disciplinary action.
- f) Residents should wear an academic gown and appropriate attire to a Formal Dinner. Formal dress is required, which may include:
  - i) Suit, shirt, tie, long pants and dress shoes;
  - ii) Cocktail or evening dress, or an ensemble equivalent that is suitable for the occasion;
  - iii) Academic gowns must be worn for the duration of the dinner, and only removed if the host gives such direction;
  - iv) Residents will be informed of any changes to this dress code for particular functions;
  - v) Failure to dress appropriately may delay your entry to the event, with potential formal follow up from the Dean.
- g) Residents are asked to stand until the host, the Principal, and guests enter and take their seat at the High Table.
- h) Residents are not to eat/drink until grace is said.
- i) Residents are asked to keep quiet when there is a speaker/performance.

- j) Residents are asked to chat in a civilised manner with the people at their table and not yell or scream.
- k) When final grace is said, Residents should stand and remain standing until the host and guests leave the venue. They can then leave the venue.
- l) Seats may be allocated for dinner. When seats are not allocated, Residents are asked to sit with different Residents each time so that they can get to know the rest of the College community.
- m) Two bottles of wine will be served per table. Residents cannot swap with other tables.
- n) Tables may get more water or juice, but not receive more wine.

## 5. Health & Welfare

Mannix College is committed to providing an environment where health and wellbeing are of paramount importance. By entering into a Residency Contract, Residents agree that they must:

- 5.1. Contact their Resident Advisor (RA) in the event of illness, serious injury or other health or welfare concern. In the event of an emergency, the RA will contact the Principal and/or Dean. If appropriate, the College will also contact your Emergency Contact.
  - a) If a Resident becomes involved in an emergency or other incident that is of concern, the Principal, Dean, or their nominee, reserves the right to contact the Resident's Emergency Contact to notify them of any concerns as well as pass on the Emergency Contact details to emergency services and/or medical service personnel if requested or appropriate to do so.
  - b) In the event of an illness or injury that requires more than basic first aid, **the College will call an ambulance.** Residents are strongly encouraged to take out cover with [Ambulance Victoria](#) to protect against the costs of transport and treatment by paramedics.
  - c) It is the responsibility of Residents to provide and administer their own personal medication. RA's are not permitted to assist.
- 5.2. Immediately notify Mannix upon becoming aware that the Resident has contracted or may have come into contact with an infectious condition or disease, including where the Resident is showing symptoms of an infectious condition or disease or where the Resident has been in contact with another person who is showing symptoms of or who has been diagnosed with an infectious condition or disease; and comply with any request for information, requirement or direction from Mannix reasonably necessary to ensure the health and safety of Residents, staff and guests, including (without limitation) any requirement to be tested or assessed by a medical practitioner and to immediately provide (or have the medical practitioner provide) the results of that medical test or assessment to Mannix.
- 5.3. In the case of illness of any person, permit an authorised representative of Mannix to obtain medical assistance and/or to send the unwell person to his or her home or to a hospital at the person's own expense,

- 5.4. Where Mannix is notified by a Resident or by a medical professional that a Resident has an infectious condition or disease which is a prescribed notifiable condition or disease (as specified by the Victorian Department of Health from time to time) (**Notifiable Condition**):
- a) cooperate with Mannix to discuss a suitable risk management plan for the Notifiable Condition; and
  - b) comply with any reasonably necessary directions from Mannix, acting on advice from a medical professional, to manage the Notifiable Condition, including but not exclusively to relocate a Resident to alternative accommodation or require a Resident to remain absent from Mannix premises for the period of time that a Resident is infectious.
- 5.5. Familiarise themselves with emergency and evacuation procedures:
- a) If you hear the fire alarm ring, evacuate the building immediately. Evacuation is mandatory, even if you suspect it is a false alarm or a fire drill. A failure to evacuate will incur disciplinary action.
  - b) You are required to follow all guidelines relating to the College's fire safety equipment. No fire safety equipment is to be used except in the case of an emergency; such activity is a breach of State Government regulations and the matter will be referred to the Fire Service.
  - c) You must not interfere with, cover or hang items on any fire detection equipment or evacuation notices. This includes the smoke detector, sprinkler heads and piping on the ceiling of accommodation rooms.
  - d) If you do not follow the safety regulations – including by setting off fire alarms through irresponsible behaviour – you will be liable for any costs associated with the alarm.
  - e) Additionally, irresponsible behaviour which sets off the fire alarms or endangers the community will face disciplinary action and/or other penalties.

## 6. Safety & Security

Mannix College is committed to providing a safe and secure environment. By entering into a Residency Contract, Residents agree that they must:

- 6.1. Close and lock their Resident Accommodation door when the room is unattended.
  - a) The automatic closing arm on accommodation doors must not be interfered with at any time. This is because accommodation doors are smoke doors and form an essential part of the College's fire safe systems.
- 6.2. Not enter another Resident's Accommodation without their express permission. An unlocked or open door does not constitute permission to enter.
- 6.3. Accept that their accommodation and its possessions are their responsibility. The College accepts no liability for the security of personal property brought into or stored on site. Residents should organise their own insurance cover for any personal possessions kept on site (including vehicles).

- 6.4. Accept that keys and access devices issued by the College are to remain in your possession at all times and must not be lent to any other person nor copied by any person. If a Resident loses any or all of the keys so issued, they must report the matter to the office immediately.
  - a) Keys issued by the College remain the property of the College at all times.
  - b) If you have lost, forgotten or mislaid your keys you will be given access to your room by the Office staff or Duty RA.
- 6.5. Not compromise the security of any Mannix property by leaving unattended external doors, windows and window furnishings unlocked and/or open.
- 6.6. Not allow persons who are not Mannix Community members or who are not approved visitors/guests access to Mannix property.
- 6.7. Be responsible for all maintenance and software and/or system upgrades for their personal computers connected to the Mannix and Monash University computer network and ensure that they have installed and kept up to date virus protection and adequate firewall protection software to prevent intrusion by viruses, malware and unsolicited downloads.
- 6.8. Accept that Mannix reserves the right of entry into Resident Accommodation by approved staff and/or contractors in approved situations, including but not limited to:
  - a) weekly cleaning;
  - b) health and safety matters;
  - c) smoke detector tests;
  - d) maintenance;
  - e) excessive noise where, in the case of noise originating from but heard outside the confines of a Resident's Accommodation and the Resident is not present, Mannix reserves the right to take action to stop the noise continuing to disturb other Residents, including but not limited to such action as switching off any electrical appliance generating the noise;
  - f) in the case of emergency, actual or suspected.
- 6.9. Not bring into the College any prohibited items as outlined at Part 2, Section 13.
- 6.10. Accept that approved staff and/or contractors will carry appropriate identification at all times and will present such identification to Residents upon request. Residents are encouraged to request the production of identification and to report any concerns to the Principal or Dean.
- 6.11. Accept that Mannix accepts no liability for any loss and/or damage to any Resident's clothing, furniture, books, electronic equipment or other personal items when access has been granted to approved staff and/or contractors.
- 6.12. Personal property left in any common spaces may be disposed of by Mannix.

- a) Any personal belongings left behind by a departing Resident will be disposed of immediately and the Resident may be charged an additional fee for the cost of disposal.
  - b) Any lost and/or unclaimed property handed into the Mannix office will be held for a period of 2 weeks and Residents can reclaim their property from the Mannix office upon satisfying Mannix staff of a legitimate claim to the property. Items not claimed are donated to a local charitable organisation, and in the case of identity documents and materials are handed over to local police.
- 6.13. Mannix reserves the right to remove and/or dispose of unregistered motor vehicles and their contents from Mannix car parks and charge the Resident for the cost incurred by Mannix in the removal/disposal.
- 6.14. Mannix accepts no liability for the removal and/or disposal of unregistered motor vehicles and their contents.
- 6.15. Must not cook food in their Resident Accommodation.
- 6.16. Must protect all their electrical equipment by using an approved surge protector power board. Mannix is not responsible for damage to electrical equipment as a result of power surges/spikes/blow outs and/or disruption to electrical power supplies provided by external electrical companies.

## **7. Environmental Sustainability**

Mannix College is committed to reducing the impact its operations have on the environment. By entering into a Residency Contract, Residents agree that they must:

- 7.1. Cooperate with Mannix Environmental Protection Agency (MEPA) initiatives at all times by actively reducing and/or recycling waste and conserving resources.

## **8. Allocation of Accommodation**

Mannix College prioritises the provision of safe accommodation with the needs of the individual and community at large always in mind. General eligibility for residency, offers of residency, allocation of accommodation and the rights of Residents to occupy or continue to occupy any accommodation at an Accommodation complex are governed by the Mannix College Admissions Policy. Residents agree that they must comply with the Mannix College Admissions Policy, which includes the following:

- 8.1. Unless otherwise specified, all Mannix College accommodation is offered as single occupancy.
- 8.2. Individual Resident Accommodation allocations are made at Mannix College's absolute discretion.
- 8.3. No person shall be considered for residency if they have previously been evicted from Mannix College or have received two formal written warnings regarding their behaviour during a previous residency period. Special consideration may be given to former Residents or a Resident who has received two formal warnings, on a case by case basis

at the absolute discretion of Mannix College Residents must inform the College if they will not be residing in the Resident Accommodation for a period longer than four consecutive nights (e.g. for reasons of academic placement; holidays/travel; extended stay with family/friends).

- 8.4. Residents are required to vacate the Resident Accommodation by the end of the Residency Contract or by 11am on the day following their final exam or assessment at the end of Semester 2 (whichever comes first).
- 8.5. At any time during a Resident's residency, Mannix reserves the right to transfer the Resident to another room or accommodation option.
  - a) Residents will be given reasonable notice, where possible, if Mannix College intends to transfer the Resident to another room or accommodation option.
- 8.6. In exceptional circumstances, Residents may apply to transfer to another room or accommodation option. Mannix College reserves the right to decline such a request and is not required to provide reasons.
- 8.7. Residents must not assign or sublet or otherwise part with possession of the Resident Accommodation without the prior written consent of Mannix College which may or may not be granted at the College's absolute discretion.
- 8.8. Residents must not permit or allow any other person to take up residence (temporarily or permanently) in the Resident Accommodation and must only use the accommodation for residential purposes.
- 8.9. On commencement of the Residency Contract, Residents must complete a Room Occupancy Checklist. If anything listed is not in your room, submit a maintenance form within 48 hours of arrival. It is important to note any damage/omissions at this stage as you will be held liable for any damage to your room at the end of the Residency Contract.
  - a) The Resident Accommodation will be checked as soon as possible after your departure. Any missing or damaged items, including the walls and fixtures, will be charged against your bond.
  - b) Any furniture not in the Residential Accommodation will be considered missing. You will be charged for items missing in accordance with the estimated fees schedule, unless you are in a nonstandard room in which case charges for some materials may be greater.
  - c) Any items left in the Resident Accommodation that are NOT part of the room inventory will be disposed of if they are left in your room at the end of your Residential Agreement, regardless of whether you intend for that item of furniture to be passed on to another student. Costs of disposal may be charged to you.
  - d) If you are in any doubt whatsoever about your room, its contents and their condition, it is your responsibility to notify the Business Manager before your departure.
- 8.10. Room allocation for second years and above:

- a) Residents wishing to return to Mannix College for the following year must submit an online application for re-admission.
- b) Whilst every effort will be made to preference returning residents, there is no guarantee that an application for re-admission will be successful. Assessment of re-admission applications will consider the applicant's academic results, adherence to community standards and contribution to College life.
- c) If reapplying to continue your residency, you may submit general room preferences. The College employs the following criteria (in no particular order) in allocating rooms:
  - i) Appointed as a Resident Advisor.
  - ii) Elected to the MCSS Committee.
  - iii) Academic achievement.
  - iv) The length of time you have lived at the College.
  - v) Incumbency i.e. residents who choose the Resident Accommodation they occupied the year before. Incumbency does not guarantee that you will retain that Resident Accommodation in subsequent years.
  - vi) Prior records of behaviour.
  - vii) Active contribution to the College community.
  - viii) Particular concerns regarding health or disability.

8.11. Preference for a particular building. A desirable balance of genders, ages, ethnic and regional or scholastic backgrounds for each floor or building. Offers of residency are processed once all outstanding debts have been paid.

## **9. Consumption of Alcohol**

Mannix College respects the rights of residents who are over the age of 18 years to consume alcohol within Mannix College or whilst at Mannix functions or events in a responsible and legal manner, on the understanding that the consumption of alcohol will not have a detrimental effect on the individual or the residential community. By entering into a Residency Contract, Residents agree that they must comply with the Mannix College Alcohol Policy

## **10. Costs & Fines**

Mannix College values a culture of accountability and respect for our shared facilities and Resident accommodation. Residents must pay the cost of:

10.1. Fines issued to the Resident by the College in accordance with Part 3, section 6:

- a) The College reserves the right to fine Residents for any behaviour, action or damage which occurs at the College or at any event with which the College or the MCSS is associated.

- b) A fine may be given in addition to any costs for repairs or replacement incurred as a result of a Resident's behaviour.
  - c) Fines must be paid within the stipulated time unless otherwise negotiated with the College.
  - d) Residents are responsible for any fines or damage incurred by their guests. These charges will be added to your account unless rectified by your guest in a timely manner.
- 10.2. replacement and/or repair costs of any damage the Resident causes to Mannix furniture, furnishings and property, to return the furniture, furnishings and property to their condition before the damage.
- 10.3. Attendance of the Metropolitan Fire Brigade where Mannix, acting reasonably, forms the view that the Resident or their visitor/guest activated the fire alarm by their inappropriate act or omission (whether wilful or negligent).
- 10.4. Mannix parking permit if a replacement permit is required due to loss, damage or destruction.
- 10.5. Room key(s) if a replacement is required due to loss, damage or destruction.
- 10.6. Additional cleaning and maintenance that is required to restore the Resident's accommodation to a clean and tidy condition.
- 10.7. These costs may be issued as additional charges, be deducted from the Resident's bond, or a combination thereof.
- a) Resident liability is not limited to the value of the room deposit, and the full value of any missing or damaged items will be charged to your account and the payment due within 14 days.
- 10.8. The College reserves the right to fine students for damage or misconduct. Minimum replacement costs for room and furnishings damage\* and/or other fine examples:

<b>Item</b>	<b>Amount</b>
Academic gown	\$75
Bed base	\$360
Bookcase	\$150
Carpet	\$600
Chair	\$400
Curtains/rail/blinds	\$350
Cleaning	\$100
Desk	\$500
Door	\$500
Door closer	\$420



Dining Hall items	\$10 per item (if you are found in possession of items taken from the Dining Hall)
Heater	\$600
Failure to Evacuate (during fire alarm/drill)	\$100
Fob replacement	\$50
Light fittings	\$240
Lockout (after third lockout)	\$50
Mattress	\$350
Meal (for friends with no meal ticket)	\$50
Mirror	\$80
Notice board	\$140
Window	\$380

\*Minimum replacement cost (depending on damage, costs to the College and market price)

## 11. Debts to Mannix College

Mannix College requires full and prompt payment of its fees.

- 11.1. A Resident who has not paid rent within 14 days of the due date will be given Notice to Vacate. If Mannix does not receive full payment of the overdue account by the due date specified in the Notice to Vacate, then the Residency Contract will terminate and the Resident will be required to vacate the Resident Accommodation and leave the accommodation in a clean and tidy condition.
  - a) Residents may be charged a dishonour fee of \$20 for rejected payments.
  - b) Residents experiencing financial difficulties should proactively engage with the Business Manager well in advance of any late payments occurring. The College has services, supports and/or bursaries which may be available.
- 11.2. A Resident who has an outstanding account will not be allowed to continue their residency without the full payment of the overdue account.
- 11.3. If, as a result of an overdue account or misconduct, a Resident is required to vacate the Resident Accommodation, the Resident will remain responsible for the payment of that accommodation for the duration of their Residency Contract or until such time that replacement deemed suitable by the Principal is found (whichever comes first).

- 11.4. If at the end of the Residency Contract term there are outstanding fees on a Resident's account, a Resident may forfeit their bond.

## 12. Visitors/Guests

Mannix College welcomes occasional guests but prioritises the safety and cohesion of its Resident community.

- 12.1. Residents are permitted visitors and guests on the basis that any guests will not negatively impact on the wider residential community.
- 12.2. Residents are responsible for the behaviour of their visitors/guests at all times and must sign their guests in using the form provided.
- 12.3. Visitors/guests can stay overnight for a maximum of two consecutive nights in a week on an irregular basis.
- 12.4. Visitors/guests may not attend College events, including Formal Dinners unless approved by the Principal or Dean.
- 12.5. Persons previously evicted from Mannix College, are on active suspension from Mannix College, or who have other relevant sanctions imposed upon them by the College are not permitted as a visitor/guest and may not attend College functions or events (on or off-campus, including those delivered by the MCSS) unless authorised by the Principal or Dean.
- 12.6. At the beginning of their residency, Residents are provided with six free meal vouchers for the purpose of dining with their guests in the Dining Hall. Immediate family members do not require vouchers.
  - a) Additional meal vouchers can be purchased from the College office during normal office hours.
  - b) Residents must write the name of the person using the meal voucher on the voucher itself.
  - c) Residents must provide a meal voucher for their guests to the catering staff prior to the meal being eaten. Failure to provide a meal ticket for your guest or notifying the kitchen that a family member is eating may result in a \$50 fine being imposed.

## 13. Prohibited Items

For reasons of health, safety and/or environmental consideration, the following items are forbidden within Mannix College:

- 13.1. Glass containers (bottles, cups etc). Glass containers are permitted only in Resident's Accommodation or when provided by the College (eg. glassware at Formal Dinner, or the College Keep Cups).

- 13.2. Inflatable pools, slippery dips, water pistols, or any other item that attracts a risk to health or welfare.
- 13.3. Any item (whether real or fake) that is capable of being used aggressively or for violent purposes or for the purpose of intimidating. This includes but is not limited to missiles, fireworks, firearms, stun guns, swords, daggers, knives with a fixed blade used for any purpose other than cooking, martial arts equipment, any device resembling a firearm, slingshots, spear guns, bows and arrows, explosives, laser pointing devices and Taser guns.
  - a) Residents in possession of illegal items may be referred to the Police and/or Monash University.
  - b) The improper discharge of a chemical agent including, but not limited to, mace, pepper spray, or other aerosols is prohibited.
- 13.4. Candles, open flames, incense, cigarette lighters, fires or any liquid fuel lighting devices.
- 13.5. Double adaptors and non-Australian power plugs for any electrical device (if an electrical device has been purchased outside Australia, an adaptor must be purchased and used for all non-Australian power plugs).
- 13.6. Personal heaters of any kind, e.g. bar radiators, fan heaters, oil heaters, etc.
- 13.7. Portable air-conditioners and evaporative coolers.
- 13.8. Pets or animals (other than approved Assistance Animals):
  - a) From time to time, College staff may arrange for an approved pet or animal to visit College. You are asked to be respectful of others' rights to enjoy the company of pets.
- 13.9. 'Hoverboards', self-balancing electric scooters and similar products are not to be used, stored or charged within Mannix.
- 13.10. 3-D printers, associated equipment and materials such as Acrylonitrile Butadiene Styrene (ABS), Polyethylene Terephthalate (PETT), nylon and Thermoplastic Elastomers (TPE).
- 13.11. Chemicals and chemical agents including (without limitation) mace, pepper spray, aerosols and any chemicals that are being used or are likely to be used for dangerous purposes or for purposes other than ordinary personal or domestic use.
- 13.12. Hazardous chemicals that are being used or are likely to be used for dangerous purposes or purposes other than ordinary personal or domestic use, are not permitted to be stored within residential premises. Hazardous chemicals include:
  - a) flammable or combustible liquids (such as paint, paint thinner, ethanol, acetone, kerosene, motor oil, propane fuelled camping equipment)
  - b) corrosive liquids - Acids and bases
  - c) toxic chemicals - poisons
  - d) oxidising chemicals - such as hydrogen peroxide

- e) compressed gas cylinders (LPG or other gases)
- f) explosives
- g) dry ice

## 14. The Role and Authority of the Principal

The Principal (or their nominee) is responsible for all aspects of administration within Mannix College with support from the Dean and other staff.

- 14.1. In the absence of the Principal, the Dean is responsible for all aspects of administration within Mannix College.
- 14.2. The Principal enforces rules concerning behaviour and discipline and exercises disciplinary authority over all Residents of Mannix.
- 14.3. The Principal is entitled to develop and enforce specific rules and behavioural expectations for Mannix College at any time. These rules and behavioural expectations are in addition to the Mannix College Conditions of Residency.
- 14.4. The Principal may take action to achieve an appropriate community living environment with consideration to both the individual Residents and the wider residential community.
- 14.5. The Principal may refer Resident misconduct to Monash University (including the Safer Community Unit) as per these Conditions of Residency.
- 14.6. The Principal may direct a Resident to attend a formal mediation session and/or conciliation session in response to an identified interpersonal conflict involving the Resident.
  - a) If the mediation and/or conciliation session does not resolve the conflict, the Principal may relocate a Resident to another room or accommodation option.
  - b) A Resident who has been instructed in writing to move to another room or accommodation option must do so within the time frame specified by the Principal.

## PART 3. RESIDENT BEHAVIOUR

### 1. Residential Community Standards

- 1.1. Mannix College exists to provide a living and learning environment in which Residents are expected to act with the best interests of fellow Residents in mind. Tolerance and respect for others and their rights and freedoms is a primary concern, as is health and personal safety. Additionally, as Monash University students, Residents must act with honesty, integrity and respect for others in accordance with the expectations set out in the University's [Student General Conduct Policy](#).
  - a) Monash University has the ability to apply its student general misconduct process to incidents occurring at activities or events carried out by the Mannix College Students Society (a Monash Student Association affiliated society).
- 1.2. Any alleged or suspected breach of the Residential Community Standards by a Resident (an '**Allegation**') may be dealt with under this Part. This Part sets out:

- a. the process for managing and investigating an Allegation;
- b. the process for determining whether an Allegation is proved, and for imposing a sanction; and
- c. the rights and responsibilities of a Resident in the process.

## 2. Reporting & Notifying Allegations

- 2.1. An Allegation should be notified to:
  - a) the Principal; or
  - b) the Dean of Students & Wellbeing.
- 2.2. All Mannix staff, including Resident Advisors, must notify the Principal of any Allegation that:
  - a) is reported to them;
  - b) they witness; or
  - c) they reasonably suspect may have occurred;

where an Allegation arises in the context of a known or suspected incident occurring within Mannix premises or involving Mannix College Residents.

- 2.3. All Mannix staff, including Resident Advisors, must notify the Principal of any disclosures of sexual misconduct of which they become aware. Information provided to the Principal may be de-identified where appropriate.
- 2.4. The Principal or their nominee may at their discretion authorise the communication of information regarding a breach procedure (including in relation to safety measures and/or the outcome of the procedure) to Resident/s who may have been affected by the Allegation/s that are the subject of the breach. In authorising such a communication, the Principal will give due consideration to privacy and confidentiality of the persons involved.

## 3. Managing Allegations

- 3.1. The procedure for investigating and resolving an Allegation depends on the nature and type of alleged conduct:

Category 3 Allegations	Category 2 Allegations	Category 1 Allegations
managed under the <b>Minor Breach Procedure</b>	managed under the <b>General Breach Procedure</b>	managed under the <b>Serious Breach Procedure</b>

- 3.2. The Principal is responsible for determining the categorisation of an Allegation/s. This determination is made based on the known or suspected circumstances, and having regard to any information or evidence that is available at the time the matter is notified to the Principal. The Principal may choose to consult with other areas of the University in making a category determination.
- 3.3. Where an incident or matter involves multiple Allegations against a Resident – the Principal may determine that all Allegations should be dealt with under the same categorisation.

## 4. Allegation Categories

### *Category 3*

**Category 3 Allegations are those which are inherently minor in nature and which are appropriate to deal with in accordance with the minor breach procedure. Category 3 allegations include, but are not limited to:**

- (a) Minor instances of Category 2 conduct.

### *Category 2*

**Category 2 Allegations are those which involve contraventions of the accepted standards of behaviour in a Residential community, where the nature of the allegation is not minor. Additionally, the College may notify Monash University of Category 2 Allegations as per the College's Affiliation Agreement with Monash University. Category 2 Allegations include, but are not limited to:**

- (a) contravention or non-compliance with any section of the Conditions of Residency, another Mannix College Policy and/or Procedure, or any Residential Community Standard, reasonable direction of the Principal, or conditions agreed to by the Resident;
- (b) intoxication or excessive consumption of alcohol or use of other drugs (prescribed or otherwise) that endangers the Resident's life/wellbeing and/or impacts negatively upon other Residents either around the Resident in a Mannix College (including surrounding areas) or at a Mannix College approved Function, and in the case of a Resident under 18 years of age consuming or being under the influence of alcohol;
- (c) verbal abuse against another Resident, visitor/guest or staff member;
- (d) bullying or harassment;
- (e) discrimination or vilification based upon a person's race, national, linguistic or ethnic origin, culture/religion, gender, sexual identity, disability, political opinion or activity or other personal attribute;
- (f) theft;
- (g) intentional, reckless or negligent damage to Monash University and/or Mannix College property and/or the property belonging to another Resident and/or belonging to a visitor/guest of another Resident or any other person;
- (h) allowing unauthorised and/or unaccompanied visitors/guests access to College property;
- (i) cooking in a Resident's Accommodation and/or in an area that is not an approved kitchen;
- (j) smoking and / or vaping (or evidence of) of both nicotine and non-nicotine based products in areas other than areas (if any) if designated for smoking (Note; the use and possession of vaping products containing nicotine is banned in Victoria);
- (k) the possession of articles, devices and/or paraphernalia which, in the reasonable opinion of the Principal, can be used in the consumption of illegal drugs or other illegal substances (including synthetic drugs);

- (l) excessive noise or noise that unreasonably or negatively impacts any Resident and/or in Mannix College (including surrounding areas) irrespective of the time of day or night;
- (m) unauthorised use of and/or interfering with firefighting equipment, including smoke and thermal detectors;
- (n) unauthorised entry into restricted areas of Mannix College or Monash University property, including but not limited to roofs, plant rooms, staff offices, and other controlled or restricted places;
- (o) unauthorised entry into Mannix College.
- (p) improper use of an access credential (including an electronic swipe card or fob, or a mechanical key)
- (q) unauthorised use of, or interference with Monash University IT systems, including but not limited to wireless Internet services. In this case, Monash University will be involved in the disciplinary process and may impose penalties which may include expulsion from the University;
- (r) bringing an animal into Resident Accommodations, flats or houses (except an Assistance Animal that has been approved in accordance with these Conditions of Residency);
- (s) bringing a weapon, or any item that could be used for aggressive or violent purposes or for the purpose of intimidating others, onto Mannix property;
- (t) throwing any object from a window or from a roof; or hanging an object from a window or from a roof;
- (u) subletting a Resident's accommodation, including providing a means of access to Mannix accommodation and/or room (e.g. via key or proxy access) to a person who should not have access to that space;
- (v) preventing Monash University and/or Mannix College approved staff and/or contractors from completing authorised duties, including the implementation of Mannix College Critical Incident Management Protocols;
- (w) refusal to evacuate their accommodation and/or the premises after being instructed to do so by an officer of the Metropolitan Fire Brigade, Building Warden or any other authorised representative of Monash University and/or Mannix College, or by a computer automated evacuation command generated by the building's Emergency Warning and Evacuation System;
- (x) unauthorised removal of Mannix College property, including furniture and fittings from communal areas;
- (y) allowing the Resident's Accommodation to become unfit for living in (not due to fault on the part of Mannix College); or
- (z) failing to keep the Resident's Accommodation and any communal areas within an apartment or house clean and tidy;
- (aa) failing to attend all mandatory training and any other training directed by Mannix College.
- (ab) failing to follow the agreed steps of a documented Safety and Support Plan as agreed to between the Resident and Mannix College.

## **Category 1**

**Category 1 Allegations relate to alleged breaches that are serious and where the nature of the allegations are such that, if proven, it would be untenable for the Resident to continue residing in the Mannix College communal living environment. Additionally, the College will notify Monash University of Category 1 Allegations as per the College's Affiliation Agreement with Monash University. Category 1 Allegations include, but are not limited to:**

- (a) physical assault;
- (b) sexual misconduct (including sexual assault and/or sexual harassment and/or any other form of sexual contact without consent);
- (c) violent and/or aggressive behaviour;
- (d) threatening behaviour;
- (e) causing emotional or psychological harm;
- (f) stalking;
- (g) conduct affecting the safety of a Resident or other person involving:
  - i) possession of illegal drugs or other illegal substances (including synthetic drugs);
  - ii) use and/or being under the influence of illegal drugs or other illegal substances (including synthetic drugs) within residences or the Residential environment;
  - iii) use and/or being under the influence of legal medication contrary to the manufacturer's recommended use or any medical prescription held by the Resident;
  - iv) selling and/or distribution of illegal drugs or other illegal substances (including synthetic drugs);
  - v) selling and/or distribution of legal medication(s) for the purpose of them being used contrary to the manufacturer's recommended use or any medical prescription;
- (h) the possession of items described in Category 2(k) AND the presence of substances, materials or otherwise which, in the reasonable opinion of the Principal, are illegal drugs or other illegal substances (including synthetic drugs);
- (i) engaging in any activity of a criminal nature or in any activity that breaches the law;
- (j) victimisation;
- (k) causing or being likely to cause psychological harm and/or emotional distress through the use of any form of social networking media, including but not limited to email, text messaging, web pages, digital and physical noticeboards, and image/video sharing;
- (l) engaging in any behaviour where the Resident is connected with Mannix College (i.e. where the connection is apparent from the Resident's clothing, statements made including in any online format, or the nature of the event) which has significant potential to bring Monash University and/or Mannix College into disrepute;



(m) behaviour that endangers the Resident's life, wellbeing, health (both mental and physical) or safety, and/or impacts negatively upon other Residents and/or staff or member of the public either around the Resident and/or in Mannix College or at a Mannix College function, including (without limitation) anything that endangers or threatens to endanger their life, wellbeing, health (both mental or physical) or safety;

(n) any form of hazing, which includes any action or situation (e.g. initiation ceremony, ritual, challenge or other activity) with or without the consent of participants, for the purpose of admission into, affiliation with, or as a condition for, continued membership or acceptance into a group (e.g. club, team, hall, society). Hazing activities may be intentional or unintentional and may cause or be likely to cause humiliation, discomfort, embarrassment, abuse or physical and or emotional harm to any individual or group;

Additionally, the following allegation/s may also be determined to fall within Category 1:

- (a) a Category 2 Allegation that is particularly serious in nature; or
- (b) repeated instance/s of Category 2 Allegations that occur following a formal warning.

## **5. Safety Measures**

5.1. Following a report or notification of Allegation/s falling within Category 1 or 2, in order to minimise potential harm to any person or to the welfare of the Mannix College Residential community, and/or to address any safety concerns identified in respect of any person, the Principal may decide to implement safety measure/s pending the resolution of the matter (including the finalisation of any appeal process).

5.2. Any safety measure/s:

- a) must be temporary in nature, and must be proportionate to the seriousness and circumstances of the allegations;
- b) may involve the reallocation of Resident/s to alternative accommodation, including to another room within Mannix College (including Gryphon House) or to off-campus accommodation;
- c) may include directions that restrict the activities of individuals or groups of any Residents whilst on Mannix College property, or whilst engaging in activities associated with Mannix College; and
- d) may include directions that restrict the interpersonal interactions of any Resident/s whilst on Monash University property, or whilst engaging in activities associated with Monash University.

5.3. The Principal may consult with the Safer Community Unit and/or other relevant parties (eg. Monash Security) in developing safety measures.

5.4. A Resident who is the subject of a Category 1 or 2 Allegation and who holds a Student Leadership Position may, at the discretion of the Principal, be suspended from their Student Leadership Position (and associated payments, scholarships or duties) until such time as the allegations have been resolved (including the finalisation of any appeal process).

5.5. For the avoidance of any doubt, this section overrides any other provision in the Residential Community Standards.

## 6. Breach Procedure

### *Minor Breach Procedure (for Category 3 Allegations)*

- 6.1. Where the Principal determines that the Allegation/s fall within Category 3, the Allegation/s may be dealt with under the minor breach procedure set out in this section, unless the Principal determines that:
- a) the Allegation/s are particularly serious or complex in nature - in which case they must be dealt with as Category 2 Allegations; and/or
  - b) In addition to Category 3 Allegation/s, there are other Allegations against the Resident that fall within Category 1 or 2 - in which case the Allegations should be dealt with together under that other category.
- 6.2. The Principal delegates authority to the Dean of Students & Wellbeing for investigating and determining Category 3 Allegation/s. Subject to section 6.3, the Dean of Students & Wellbeing may determine their own procedure in addressing the Allegation/s including making inquiries and informing themselves as appropriate, having regard to the circumstances and the minor nature of the Allegation/s.
- 6.3. As part of the process of inquiring into the Allegation/s, the Resident must be informed of the Allegation/s and must be given a reasonable opportunity to provide their response. For example, the Dean of Students & Wellbeing may ask the Resident to provide a written or verbal response, with a level of formality that is appropriate having regard to the circumstances and the minor nature of the allegation/s. The Dean of Students & Wellbeing must consider any response provided by the Resident in determining whether the Allegation/s are substantiated.
- 6.4. The Dean of Students & Wellbeing will determine whether the Allegation/s are substantiated. Where a Resident a breach of the Residential Community Standards for a Category 3 allegation/s is substantiated, the Dean of Students & Wellbeing may impose a sanction/s. The sanction/s that may be imposed by the Dean of Students & Wellbeing include but are not limited to:

<b>Fine(s)</b>	Requirement to pay a monetary fine to the College.
<b>Loss or restriction of privileges</b>	Limitation or removal for a set period of time of social or personal privileges (eg, withdrawal of approval to bring, keep or consume alcohol on Mannix premises).
<b>Service to the Mannix Community</b>	Requirement to complete a certain project to give something back to the Mannix College community and learn something at the same time.
<b>Informal reprimand</b>	A verbal reprimand/warning reminding the Resident of accepted standards of behaviour. This may be used for a minor breach that is admitted by the Resident but where a formal warning is regarded as inappropriate in the circumstances.
<b>Formal warning</b>	A formal written warning will set out the breach and require no further breach of the Residential Community Standards to occur in the future.

- 6.5. A Resident may appeal a finding and/or sanction under this section in accordance with the process for appeals.

### ***General Breach Procedure (for Category 2 Allegations)***

- 6.6. Where the Principal determines that the allegation/s fall within Category 2, the Allegation/s should be dealt with under the General breach procedure.
- 6.7. The Principal may determine that Category 2 Allegations should instead be dealt with under the Serious breach procedure (Category 1) where:
- a) the Category 2 Allegation/s are particularly serious or complex in nature; or
  - b) there are repeated instance/s of Category 2 Allegations that occur following a formal warning.
- 6.8. The Principal at their discretion may determine that the Allegation/s should be managed by the Dean of Students & Wellbeing, or may retain responsibility for managing and determining the allegations themselves.
- 6.9. The Principal may decide to refer the investigation of the Allegations to designated person/s within:
- a) Mannix College, such as the Dean of Students & Wellbeing; or
  - b) Monash Security Services; or
  - c) Safer Community Unit; or
  - d) any other person/s nominated by the Principal to conduct the investigation (hereafter referenced as the '**Nominated Investigator**').

The role of the Nominated Investigator is to make inquiries and obtain evidence and material relevant to the investigation of the Allegations. Where a Nominated Investigator is appointed they may produce a report setting out findings and recommendations, but they do not make any decision as to whether a breach has occurred.

- 6.10. At an appropriate stage of the investigation of the Allegations, the Principal or the Nominated Investigator (as applicable) will advise the Resident in writing:
- a) that an Allegation is being investigated;
  - b) of details of the Allegations against the Resident (including where and when the conduct is alleged to have taken place and the role the Resident is alleged to have played);
  - c) that the Resident will be given an opportunity to respond to the Allegation in a meeting that will be held at a specified time and place;
  - d) that the Resident may be accompanied at the meeting by another person who is there to support the Resident's wellbeing in the context of the meeting, subject to the requirements of section 6.11(c) below;

- e) that if the Resident does not wish to attend the meeting they may choose to provide a written response to the Allegations;
- f) that if the Resident fails to attend the meeting after being given a reasonable opportunity to do so, and fails to provide a written response within five business days of the date of the meeting, the Principal or the Nominated Investigator may decide the Allegation based on the material available to them;
- g) that the Resident may provide to the Principal or the Nominated Investigator any information or material they wish to be considered within five business days of the date of the meeting; and
- h) of a full copy of this section of the Mannix College Conditions of Residency, or instructions regarding how the Resident can access the same.

6.11. At a meeting with the Principal or Nominated Investigator:

- a) The Principal or Nominated Investigator will state the Allegation(s) comprising the Breach, and provide an outline of the evidence;
- b) The Resident will be given the opportunity to respond to the Allegation(s); and
- c) If the Resident has brought a support person to the meeting:
  - (i) The role of the support person is to observe the meeting and provide support and guidance to the Resident as requested;
  - (ii) The support person does not require advance approval. However, the Principal or Nominated Investigator may refuse permission for a particular person to attend as a support person where they reasonably believe the person is subject to an actual or potential conflict of interest. For the avoidance of doubt, a person will not be permitted to act as a support person if they are a Mannix College staff member, a Resident Advisor, a witness to the investigation of the allegation/s, or are otherwise involved in the incident to which the allegation/s relate; and
  - (iii) The Principal or Nominated Investigator may nominate another staff member to also be present during the meeting.

6.12. Where a Resident is found to have committed a breach of the Residential Community Standards for a Category 2 Allegation/s, the Principal may impose a sanction/s. The sanction/s that may be imposed include but are not limited to:

<b>Restitution</b>	Reimbursement for damage to, or misappropriation of, property.
<b>Loss or restriction of privileges</b>	Limitation or removal for a set period of time of social or personal privileges (eg, withdrawal of approval to bring, keep or consume alcohol on Mannix College premises)
<b>Service to the Mannix College Community</b>	Requirement to complete a certain project to give something back to the Mannix College community and learn something at the same time. Wherever possible, there should be a logical relationship between the breach and the community service assigned.

<b>Formal written warning</b>	A formal written warning will set out the breach and require no further breach of the Residential Community Standards to occur in the future.
<b>Suspension</b>	A Resident may be required to leave the College for a period of time as determined by the College. They are not allowed to return to the College during the suspension or attend authorised Mannix functions or events. Residents will continue to pay residential fees during their suspension period.
<b>Referral to the University-wide discipline system</b>	In circumstances where appropriate, Mannix may pass information from the investigation and incident to other relevant parties (including but not limited to the Safer Community Unit, Monash Security, or relevant faculty/s)
<b>Combination of the Above</b>	More than one sanction may be implemented against a resident.

6.13. In addition to the sanction/s set out above:

- a) where the Resident previously received a formal written warning for a breach (of any category) – the Principal may evict the Resident from Mannix College by issuing the Resident with a written notice to vacate; and
- b) where a Resident has received two formal warnings during any previous residency period for a breach (of any category) – the Resident is ineligible to apply for future accommodation at Mannix College (unless the Principal decides to make an exception, based on special circumstances, at their absolute discretion).

6.14. A person who has been evicted under section 6.13 (including during a previous residency period) is ineligible to apply for future accommodation at Mannix College and must not attend or visit Mannix College premises or events for any reason.

6.15. A Resident may appeal a finding and/or sanction under this section in accordance with section 7.

### ***Serious Breach Procedure (for Category 1 Allegations)***

6.16. Where the Principal determines that the Allegation/s fall within Category 1, the Allegation/s will be dealt with under the Serious breach procedure.

6.17. The Principal at their discretion may determine that the Allegation/s should be managed by the Dean of Students & Wellbeing, or may retain responsibility for managing and determining the allegations themselves.

6.18. The Principal may decide to refer the investigation of the Allegations to designated person/s within:

- a) Mannix College, such as the Dean of Students & Wellbeing; or
- b) Monash University Security Services; or
- c) Monash University Safer Community Unit; or
- d) any other person/s nominated by the Principal to conduct the investigation (hereafter referenced as the '**Nominated Investigator**').

The role of the Nominated Investigator is to make inquiries and obtain evidence and material relevant to the investigation of the Allegations. Where a Nominated Investigator is appointed they may produce a report setting out findings and recommendations, but they do not make any decision as to whether a breach has occurred.

- 6.19. At an appropriate stage of the investigation of the allegations, the Principal or the Nominated Investigator (as applicable) will advise the Resident in writing:
- a) that an Allegation is being investigated;
  - b) of details of the allegations against the Resident (including where and when the conduct is alleged to have taken place and the role the Resident is alleged to have played);
  - c) that the Resident will be given an opportunity to respond to the Allegation in a meeting that will be held at a specified time and place;
  - d) that the Resident may be accompanied at the meeting by another person who is there to support the Resident's wellbeing in the context of the meeting, subject to the requirements of section 6.20(c) below;
  - e) that if the Resident does not wish to attend the meeting they may choose to provide a written response to the Allegations;
  - f) that if the Resident fails to attend the meeting after being given a reasonable opportunity to do so, and fails to provide a written response within five business days of the date of the meeting, the Principal or the Nominated Investigator may decide the Allegation based on the material available to them;
  - g) that the Resident may provide to the Principal or the Nominated Investigator any information or material they wish to be considered within five business days of the date of the meeting; and
  - h) of a full copy of this section of the Mannix College Conditions of Residency, or instructions regarding how the Resident can access the same.
- 6.20. At a meeting with the Principal or the Nominated Investigator:
- a) The Principal or the Nominated Investigator will state the Allegation(s) comprising the Breach, and provide an outline of the evidence;
  - b) The Resident will be given the opportunity to respond to the Allegation(s); and
  - c) If the Resident has brought a support person to the meeting:
    - i) The role of the support person is to observe the meeting and provide support and guidance to the Resident as requested;
    - ii) The support person does not require advance approval. However, the Principal or the Nominated Investigator may refuse permission for a particular person to attend as a support person where they reasonably believe the person is subject to an actual or potential conflict of interest. For the avoidance of doubt, a person will not be permitted to act as a

support person if they are a Mannix College staff member, a Resident Advisor, a witness to the investigation of the allegation/s, or are otherwise involved in the incident to which the allegation/s relate; and

- iii) The Principal or the Nominated Investigator may nominate another staff member to also be present during the meeting.
- 6.21. Where a Resident is found to have committed a breach of the Residential Community Standards for a Category 1 Allegation/s, the Principal may impose a sanction/s. The sanction/s that may be imposed include but are not limited to:
- a) the sanctions that are available for a Category 2 breach; and/or
  - b) eviction, in which case the Principal will issue the Resident a written notice to vacate.
- 6.22. Where the Allegations fall within items (a) - (n) of Category 1, a presumption that the Resident will be evicted applies. This presumption can be overridden at the absolute discretion of the Principal where there is compelling material to show that eviction would be an inappropriate outcome in the circumstances.
- 6.23. A person who has been evicted under section 6.21 (including during a previous residency period) is ineligible to apply for future accommodation at Mannix College and must not attend or visit any Mannix College premises or events for any reason.
- 6.24. A Resident may appeal a finding and/or sanction imposed by the Principal under this section, in accordance with section 7.
- 6.25. For the avoidance of doubt, the standard of proof required to substantiate a breach of Category 1, 2 or 3 Allegations is “the balance of probabilities”.

## **7. Appeal (of a decision following a finding of breach of Conditions of Residency)**

- 7.1. This section sets out a Resident’s right of appeal in relation to the following decisions (hereafter referenced as an ‘**Mannix College Appeal**’):
- a) Minor Breach Procedure;
  - b) General Breach Procedure; and/or
  - c) Serious Breach Procedure.
- 7.2. The Mannix College Appeal will be conducted by:
- a) the Principal, for decisions made by any other decision maker; or
  - b) the Chair of Mannix College Council or his nominated representative, where the decision under appeal is a decision of the Principal
- (hereafter referenced as the ‘**Mannix College Appeal Officer**’).
- 7.3. To apply for a Mannix College Appeal, a Resident must submit a written request to the Mannix College Appeal Officer, stating:
- a) the decision, which the Resident requests to be appealed; and
  - b) the reasons for the request.

- 7.4. Unless there are exceptional circumstances (as determined by the Mannix College Appeal Officer in their absolute discretion), the request must be received by the Mannix College Appeal Officer within three (3) consecutive days (including weekends) after the Resident receives written notification of the decision.
- 7.5. An application for a Mannix College Appeal may only be submitted on one or more of the following grounds:
- a) actual bias or a reasonable apprehension of bias on the part of the Principal or other decision maker;
  - b) the sanction imposed by the Principal or other decision maker is excessive;
  - c) new evidence exists that was not reasonably available to the Resident during the investigation which had the potential to affect the decision;
  - d) a breach of the rules of natural justice which had potential to affect the outcome of the investigation or decision; or
  - e) the decision is manifestly wrong.
- 7.6. Where a Resident has submitted their application for an Mannix College Appeal to the Mannix College Appeal Officer in accordance with section 7 for an appeal on a ground set out in section 7, the sanction or eviction is suspended until the Mannix College Appeal Officer concludes the appeal. During the suspension, safety directions imposed under section 5 may resume in order to properly manage the welfare of Residents and the wider community until the appeal has concluded. If the Resident holds an Mannix College scholarship and/or Student Leadership Position, any suspension from their scholarship and/or Student Leadership Position may continue pending the outcome of the appeal, at the discretion of the Principal.

***Appeal process (for findings and sanctions other than eviction)***

- 7.7. The Mannix College Appeal Officer will consider the appeal application and whether it satisfies the grounds for appeal under section 7. If the appeal application does not satisfy the grounds for appeal, the Mannix College Appeal Officer will dismiss the appeal application. If the appeal application satisfies the grounds for appeal, the Mannix College Appeal Officer may affirm the original decision or set aside the original decision and substitute it with their own decision.
- 7.8. The Mannix College Appeal Officer will provide their decision in writing to the Resident.

***Appeal process (for decision to evict)***

- 7.9. The Mannix College Appeal Officer will appoint a panel to consider and determine the appeal, with a panel that may comprise:
- a) The Mannix College Appeal Officer or nominee (who will chair the panel).
  - b) A member of Mannix College Council.
  - c) The Principal or their nominee.
  - d) A representative of Monash University.



- e) A Resident who has no close personal relationship with the Resident who has lodged the appeal; and
  - i) If the Mannix College Appeal Officer determines that the inclusion of another student on the appeal panel is for any reason inappropriate, they may choose to appoint another person as appropriate to the panel in place of a Resident.
- 7.10. The Resident must not remain in Mannix College while the panel considers the appeal request. Alternative accommodation may be arranged by Mannix College for this period and if so, the Resident will be responsible for the cost of this accommodation.
- 7.11. The panel may decide the appeal request based on the documents submitted to it by the Resident and the Principal and any other person with information that may assist the panel, or after convening a meeting of the panel at which the Principal and the Resident may attend. The panel meeting may be rescheduled once at the reasonable request of the Resident, provided that the request is received by the Mannix College Appeal Officer at least three days prior to the original scheduled date. If the Resident fails to attend the meeting, the appeal request may be determined in the Resident's absence.
- 7.12. If there is a meeting of the panel which the Resident attends, the Resident may be accompanied by a support person. In choosing a support person, the Resident must consider any potential conflict of interest. For example, a Resident Advisor, a witness to any incident concerning a Breach, or another Resident involved in the incident must not act as a support person.
- 7.13. Once the panel has considered the appeal request, it may either:
  - a) confirm the decision to evict the Resident with no further right of appeal;
  - b) set aside the notice to vacate and impose an alternate sanction; or
  - c) set aside the notice to vacate with no further action.
- 7.14. The chair of the panel will provide its decision on the appeal request in writing to the Principal, and the Resident.
- 7.15. Until a decision is made under Section 7.13, the Principal may review and vary the original decision (including sanctions) concerning a breach.

## **8. Other Important Matters**

- 8.1. Mannix College reserves the right to change the Residential Community Standards, including these Conditions of Residency, at any time by publishing such changes or revised documents on the Mannix website. All changes take effect immediately, or such later date specified by Mannix College, and Residents will be notified in writing when a new version is published.
- 8.2. Any notice under these Conditions of Residency may be delivered to the Resident personally or to the Resident Accommodation or email address recorded on the Mannix College student information system. A notice will be deemed to have been served on the date on which it is delivered or emailed.

- 8.3. The following policies, procedures and handbooks are to be read in conjunction with the Mannix College Conditions of Residency:
- a) Mannix College Resident Handbook
  - b) Mannix College Admissions Policy
  - c) Mannix College Alcohol Policy
  - d) Mannix College Conditions of Residency
  - e) Mannix College Sexual Harm, Discrimination, Harassment, Hazing and Bullying Policy
  - f) Mannix College Safeguarding Children & Young People Policy
  - g) Mannix College Welcome Week & Orientation Policy
  - h) Mannix College Privacy Policy

*Last updated: 23 November 2023*