



## Mannix College Residency Agreement

### PARTIES

This Residency Agreement is between:

Mannix College (the “College”)

AND

<<Full Name>> (<<Entry ID>>) (the “Resident”)

Please carefully read and ensure you understand this Agreement before signing it.

### 1. DEFINITIONS

**Accommodation** means the premises provided by the College to the Resident pursuant to this Agreement and as specified in Item 1 of Schedule 1.

**Accommodation Fee** means the amount paid by the Resident to the College for the Accommodation as specified in Item 4 of Schedule 1.

**Agreement** means this Residency Agreement (and any Schedule to it) and the Conditions of Residency.

**Furnishings** are the items specified in Schedule 2.

### 2. TERM

2.1 This Agreement will commence on the Commencement Date specified in Item 2 of Schedule 1.

2.2 The Agreement may be terminated:

2.2.1 by the Resident giving six (6) weeks’ written notice; or

2.2.2 automatically on the date specified in Item 3 of Schedule 1 (**End Date**); or

2.2.3 by the College in accordance with the Conditions of Residency, including but not limited to cases of behavioural misconduct, unsatisfactory academic progress, or failure to make timely payments for all fees, charges and debts incurred.

2.3 In the event that the Resident terminates the Agreement, the Resident will be liable to pay all fees and charges up to the End Date and will forfeit the Accommodation Bond. The College may, in its absolute discretion, choose to waive part of or all fees and charges.

2.4 The Resident must vacate the Accommodation by the end of the period specified in clause 2.2 or by 11:00am on the day following the Resident’s final exam or assessment at the end of Semester 2 (whichever comes first).

2.5 The Resident agrees that any right to Accommodation ceases upon the termination of the Agreement.

### **3. ACCOMMODATION**

3.1 The College grants the Resident the right to occupy the Accommodation, subject to the terms of this Agreement. The College may alter the Accommodation in accordance with the Conditions of Residency.

3.2 The Accommodation includes the Furnishings. The Furnishings remain the property of the College and must not be removed from the Accommodation unless the College agrees in writing before the removal.

3.3 The Resident is required to pay the Accommodation Fee specified in Item 4 of Schedule 1.

### **4. ACCOMMODATION BOND**

4.1 The Resident is required to pay the Accommodation Bond specified in Item 5 of Schedule 1.

### **5. REPAIRS**

5.1 The Resident agrees to complete a Room Occupancy Checklist within 48 hours of arrival to the accommodation and is obliged to report any damage to the Accommodation or Furnishings to the College.

5.2 At the cessation of the Agreement, the Resident remains liable for the costs of any repairs beyond fair wear and tear.

5.3 The Resident acknowledges and agrees that costs incurred under clauses 6.1 and 6.2 may be deducted from the Accommodation Bond.

### **6. ACCEPTANCE**

6.1 By signing this Agreement, the Resident accepts and acknowledges the following:

6.1.1 The Resident has read, understands and will comply with the Conditions of Residency, the College Handbook and all policies and procedures that may be implemented or amended by the College from time to time (collectively, the **College Conditions**).

6.1.2 The Resident acknowledges that the College Conditions apply to them whilst on Mannix College or Monash University property and/or digital media (including social media).

6.1.3 The Resident agrees to become a member of the Mannix College Student Society (MCSS) Inc.

6.1.4 The Resident commits to actively contributing to and participating in the College community and to conduct themselves in alignment with College values at all times.

6.1.5 In the event that the Resident breaches the Agreement or College Conditions, the Resident accepts that they may face disciplinary action, including fines, suspension or exclusion from the College. The College may refer serious misconduct to Monash University per the Conditions of Residency.

6.1.6 The Resident agrees to maintain a minimum study load of 24 credit points per semester at Monash University and pass all academic units. The College may grant permission for academic underloading in certain situations. Failure in more than two subjects in a semester will result in the Resident being placed on Academic Probation.

- 6.1.7 The Resident agrees to complete all orientation and induction programs at the start of the residency, including the pre-arrival module at the commencement of residency and other times as required by the College.
- 6.1.8 The Resident agrees that, in the event of an emergency or a situation of material concern to the College, the College has the authority to contact the Resident's designated Emergency Contact.
- 6.1.9 The Resident agrees to attend all mandatory College events, including but not limited to Welcome Week (if new to College), Commencement, Valete and Formal Dinners.
- 6.1.10 The Resident will promptly inform the College of any changes to their contact details, such as email address, postal address, and mobile phone number. The Resident agrees to follow the communication guidelines established by the College, which may include reading and responding to emails or text messages sent by the College.
- 6.1.11 The Resident agrees to uphold the College's safety and security standards and to consistently show respect for College Residents, Staff, Guests and Property.
- 6.1.12 The Resident permits Mannix College to use photographs or videos of them taken at Mannix College activities for promotional purposes (including use on the College website and/or social media). However, the Resident can opt out of such usage by notifying Mannix College in writing at any time. For further information, please refer to the Mannix College Privacy Policy
- 6.1.13 The Resident agrees that at the cessation of their residency at the College, the Resident will become a member of the Mannix Old Collegians Association (MOCA).

## SCHEDULE 1

<b>Item 1</b> Accommodation	<<Accommodation>>
<b>Item 2</b> Commencement Date <sup>^</sup>	<<Commencement Date>>
<b>Item 3</b> End Date	<<End Date>>
<b>Item 4</b> Accommodation Fee*	<<Accommodation Fee>>
<b>Item 5</b> Accommodation Bond	<<Accommodation Bond>>

*<sup>^</sup>Student leaders have been granted an earlier move-in date by the College. If you commenced residency in Semester 2, 2023 you are eligible to participate in Semester 1, 2024 Welcome Week at a cost. If you wish to participate, you must email [enquiries.mannix@monash.edu](mailto:enquiries.mannix@monash.edu) before 11:59PM on Thursday, 14 December, 2023.*

*\*if you are a scholarship recipient, your fees will be reduced by the scholarship value contained in your scholarship letter of offer.*

**See next page.**

## **SCHEDULE 2**

### **Furnishings - Residential Wing**

1. Single bed
2. Desk
3. Desk chair
4. Built-in wardrobe and shelving
5. Fixtures and fittings (secure window, fixed lighting, carpet, plumbing, power points)

### **Furnishings - Gryphon House**

1. Queen bed
2. Bedside table
3. Flat-screen television
4. Mini-bar fridge
5. Split cycle air conditioner
6. Built-in desk, wardrobe and shelving
7. Desk chair
8. Fully equipped en-suite bathroom
9. Iron and ironing board
10. Lounge chair and coffee table
11. Safe
12. Fixtures and fittings (secure window, fixed lighting, carpet, plumbing, power points)

**See next page.**

**EXECUTED BY THE PARTIES**

The Parties enter into this Agreement and agree to its terms and conditions.

Acceptance of this Agreement (including the Conditions of Residency) constitutes a legally binding contract, and acceptance confirms your understanding and agreement to adhere to the standards, policies and ethos of the College.

<<Full Name>>

\_\_\_\_\_  
**Resident Name**

\_\_\_\_\_  
**Resident Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Parent/Guardian Name**

\_\_\_\_\_  
**Parent/Guardian Signature**

\_\_\_\_\_  
**Date**

*(MUST be signed if the Applicant is under 18 years old)*

\_\_\_\_\_  
**Parent/Guardian Relationship to Resident**

\_\_\_\_\_  
**Witness Name**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Date**