Mannix College

Mannix College
Conditions of Residency

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PART 1 – INTRODUCTION AND HOW THIS WORKS

1. Purpose and values

Mannix College is a residential living and learning community established by the Catholic Archdiocese of Melbourne. The College exists to support the intellectual, personal, and ethical formation of students and to foster a community committed to the common good.

Mannix seeks to provide a safe, welcoming, and inclusive environment that values intellectual enquiry, personal wellbeing, respectful relationships, integrity, service, ecological sustainability, and the best traditions of the College, alongside a progressive and outward-looking approach to residential life.

These values guide how we live together. All members of the Mannix community share responsibility for maintaining a community that is safe, respectful, and vibrant.

By accepting an offer of residency, Residents agree to comply with these Conditions of Residency and the Residential Community Standards.

2. Jurisdiction

These Conditions of Residency apply to Mannix College Residents and Non-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.

Authorised Person means the Principal, Dean, authorised College staff, Mannix Security, Resident Advisors when on duty, or Monash University Security acting within their role.

Chair means the Chair of Mannix College Council.

College or **Mannix** means Mannix College.

Dean means the Dean of Students and Vice Principal.

Disclosure means sharing information with Mannix College about an incident or concern without requesting a formal investigation or disciplinary action.

Discloser means a person who makes a Disclosure or Formal Report.

Formal Report means a request for Mannix College, Monash University, or Police to assess and, where appropriate, investigate alleged conduct.

Person impacted means a person who has experienced, or is alleged to have experienced, harm.

Principal means the Principal and Chief Executive Officer of Mannix College or their nominee.

Resident means a student holding an active Residency Contract with Mannix College.

Resident Accommodation means a Resident's allocated bedroom.

Residential Community Standards include these Conditions of Residency, the Residency Contract, the College Handbook, Resident Resources, and all applicable College policies and procedures.

Residential Support Officers (RSO) means nighttime support officers on duty from 9pm-6am.

Respondent means a Resident alleged to have engaged in conduct that may constitute a breach.

Safety Measures means interim, precautionary steps taken to manage risk and protect wellbeing.

Student Leadership Position includes Resident Advisor roles, MCSS Committee or Sub-Committee roles, and other student leadership positions endorsed by the College.

Other terms, including gender-based violence and sexual harm, have the meaning given in the Mannix College Gender-Based Violence, Sexual Harm, Discrimination, Harassment, Hazing and Bullying Policy.

4. Authority and discretion (Principal and Dean)

The Principal (or nominee) is responsible for the administration, discipline, and overall operation of Mannix College, supported by the Dean and other staff.

In the absence of the Principal, the Dean assumes responsibility for College administration.

Residents must comply with lawful and reasonable directions given by the College acting in connection with safety, wellbeing, community standards, or College operations.

The Principal may develop and enforce specific behavioural expectations in addition to these Conditions of Residency and may take action to achieve an appropriate community living environment, having regard to both individual Residents and the wider residential community.

5.Residential Community Standards and related documents

The Residential Community Standards include:

- these Conditions of Residency;
- the Residency Contract;

- the Mannix College Resident Handbook;
- Resident Resources;
- and all applicable College policies and procedures, as amended from time to time.

Where inconsistency arises, the Principal may determine which document applies in the circumstances, acting reasonably.

PART 2 - RESIDENT RIGHTS & RESPONSIBILITIES

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. 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 preventing all forms of gender-based violence, sexual harm, discrimination, harassment and bullying.

c) Contribute to a residential environment where all members feel safe, respected and supported.

d) 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.

e) 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.

f) Be open and accepting of others' opinions, beliefs and background and to seek understanding without judgement of others.

g) Respect the privacy and personal boundaries of others in the Mannix Community and share the communal and common areas with courtesy and fairness.

h) 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. Adhere to the reasonable verbal or written instructions of the Principal, Dean, Residential Support Officers, 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.

Ball Activities

2.5. Ball games and sports are not permitted in the courtyard unless they are part of an approved event. Low-impact games like spike ball and small casual activities are fine. Higher-impact sports, including volleyball and the kicking or striking of soccer balls, footballs or similar, are not allowed because they pose a risk to windows, gardens and shared spaces. The astro turf area is available for these sports.

2.6. Bouncing or kicking balls inside College buildings is not permitted. This includes residential hallways, common rooms and any indoor or undercover areas. These activities create a real risk of hitting fire equipment and causing damage.

Noise

2.7. Noise is one of the most common challenges in shared living, so everyone is responsible for keeping sound at a reasonable level and helping maintain a comfortable, restful environment for the whole community.

a) Residential wings, bedrooms and hallways are quiet spaces for rest and comfort. **If noise can be heard outside your Resident Accommodation with the door closed, or if it reasonably affects even one reasonable person, it is too loud**. A gentle “quiet hum” is fine, but disruptive noise is not.

b) Loud socialising should happen in the JCR and other communal spaces away from bedrooms.

c) If someone is being noisy, you are encouraged to politely and respectfully ask them to reduce their noise. If you do not feel comfortable doing this, you can call the Duty Phone.

d) **From 11.00pm to 8.00am, all residential areas and surrounding spaces must remain quiet.After 11.00pm, louder socialising should move to the JCR or Games Room, which are located further from bedrooms.**

e) To help everyone study, Absolute Quiet Time (AQT) operates during SWOTVAC and exams. During AQT, almost the entire College is quiet, except for designated social spaces such as the common rooms or the Dining Hall. AQT rules are strict. If you disrupt others, you may be asked to leave the College for the remainder of the period.

Appropriate Dress

2.8. Mannix College is a body-positive community that values inclusivity and individuality, but residents must dress appropriately in all communal spaces, such as bathrooms, common rooms, the gym, courtyards, sports courts, and the dining hall, to ensure comfort and respect for everyone.

2.9. Shirts must be worn at all times, including at functions and events.

2.10. Shoes must be worn at all times in the Dining Hall

2.11. Pyjamas and slippers aren't permitted in the Dining Hall. Ugg boots are acceptable.

2.12. Bodies must be covered when walking to and from communal shower blocks and while using these areas. Residents should wear robes, towels, or other suitable clothing in these areas.

2.13. Formal events, like formal dinners, attire must meet advertised requirements and suit the occasion, reflecting respect and decorum.

Cleanliness

2.14. 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.

2.15. Your room will be cleaned by the housekeeping service once per week to maintain hygiene, safety, and consistent standards across the College. You may occasionally opt out of a scheduled clean; however, you may not opt out two weeks in a row, and you may not opt out more than four times in a single semester. These limits are in place to ensure a minimum standard of cleanliness and to prevent the build-up of waste, odours, or pests.

2.16. Help keep all communal areas at Mannix College clean and tidy. Do not leave or store personal belongings in shared spaces such as common rooms, courtyards, gardens, the gym, or music rooms. Any items left unattended may be removed and disposed of by the College.

2.17. Do not place photos, posters, decorations or any personal items on Resident Accommodation doors. Doors are certified fire doors and must remain completely clear at all times.

2.18. If you wish to display something outside your Resident Accommodation, use only the A4 snap frame provided. Content must be suitable for a general audience and may be removed if the College considers it inappropriate.

2.19. Personal items, including photos, are welcome inside your Resident Accommodation as long as they do not damage surfaces.

2.20. Not use sticky tape, screws, nails or adhesives (such as blu-tack, removal hooks etc…) on walls and/or surfaces in the Resident Accommodation. Damage to walls and surfaces can result in a deduction from your Accommodation Bond.

2.21. Not install or use additional lighting in their accommodation, other than small, low-intensity bedside or desk lamps. This includes, but is not limited to, LED strip lighting, rope lights, mounted light fixtures, or any other installed, affixed, or decorative lighting that alters the room or creates safety, fire, or maintenance risks.

2.22. Clothing and personal items must only be left in designated drying racks or pigeon holes. Residents may remove items left in laundry equipment after a completed cycle but should place them appropriately and, where possible, inform the previous user. Any items left in Mannix laundry spaces or common areas may be removed or disposed of by the College. Mannix accepts no liability for items left unattended.

2.23. Balconies and windows must be kept neat, tidy, and clear of hanging or attached items. Residents must not hang clothing, sheets, towels, banners, flags, or other items from balconies or windows. Minor balcony furniture may be permitted with prior approval from the College, provided it does not create safety, maintenance, or OH&S risks. Residents must not attach or affix any items to College brickwork, balcony surfaces, or external structures. The College may require the removal of any balcony furniture or items at any time

Furniture

2.24. 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.

2.25. Not remove furniture from any College room or accommodation unless with prior approval from the College.

2.26. Not bring any outside furniture or appliances (including sofas, fridges, microwaves etc) into the College without the written permission of the College. 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

2.27. 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.

3.1.1. Residents must speak to the Director of Academics & Employability to gain approval to enroll in less than 24 credit points per semester for an agreed period of time.

3.2. Maintain satisfactory academic progress

a) Unsatisfactory academic progress is when a resident fails two or more subjects in a semester. In this case:

i) The resident will be contacted by the Director of Academics & Employability to discuss their results.

ii) The resident must then submit a written Show Cause letter to the Principal, Dean and Director of Academics & Employability outlining how their circumstance affected their results and any actions taken to ensure satisfactory academic progress in the future.

iii) The resident will be required to sign an **Academic Improvement Plan**. This will involve; regular meetings with the Director of Academics & Employability and, where necessary, the Dean, attendance at weekly College StudyFest events and engagement with College Academic Guides, demonstration of clear academic progress, engagement with the College's and/or Monash University's counselling services as required and/or other mutually agreed upon actions or outcomes.

iv) A resident who has signed an Academic Improvement Plan is expected to meet all the agreed requirements and obtain a minimum of a Pass grade for all enrolled subjects for that given semester.

v) If a resident who has signed an Academic Improvement Plan does not meet the conditions outlined, they may not be offered a place in College in the following semester. Individual circumstances will be taken into account.

3.3. Seek written approval from the Principal 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 their room.

b) If a student is excluded from Monash University - for any reason - they will be required to vacate their room.

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 Admissions & Student Life Coordinator know by no later than 11:59pm the Sunday before the event.

b) Attendance at Formal Dinner is taken at every event 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) Avoid wearing headphones or making phone calls in the Dining Hall. This helps maintain a respectful, communal atmosphere where everyone can share a meal without disruption.

b) Demonstrate respect for fellow residents and the catering team, including using appropriate manners when collecting meals and clearing tables, plates, and rubbish after use.

c) Take the next available chair and sit with different residents where possible. Chairs must not be moved between tables.

d) Do not remove College plates, cutlery, cups, glasses, jugs, or other Dining Hall items from the Dining Hall. Fines may apply.

e) Food may not be removed from the Dining Hall except in the following circumstances:

- A resident is taking a piece of fruit
- A resident will miss the lunchtime service. In this case, residents may prepare a sandwich and/or take fruit using the paper bags provided.
- A resident will miss dinner and has submitted a Late Meal Request prior to the advertised deadline.

f) Residents must not bring external takeaway or BYO meals into the Dining Hall. The Dining Hall is a shared catered environment, not a takeaway or BYO space. These requirements support food safety, occupational health standards, and the communal purpose of shared dining at Mannix College.

g) No food fights, throwing of food or utensils, or other disruptive behaviour.

h) Appropriate attire, including footwear, must be worn in the Dining Hall at all times. Pyjamas, dressing gowns, and slippers are not permitted. UGG boots and activewear are acceptable.

i) Be mindful of food wastage and only take what you reasonably expect to eat.

j) Follow reasonable directions provided by College staff or catering staff during meal service.

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

a) Residents must stay in the Dining Hall for the entire event. The only acceptable reasons to leave are using the bathroom or an unexpected incident. You should not return to your bedroom unless you are unwell. If you need to leave the event, seek approval from the Dean or a member of the Administration Staff.

b) Poor behaviour will not be tolerated. Anyone behaving inappropriately or showing signs of intoxication will be asked to leave.

c) No alcohol may be brought into or taken out of the Dining Hall.

d) Residents must wear an academic gown and modest, appropriate formal clothing.

i) This includes a formal outfit suitable for a formal community event, such as a suit and tie or equivalent formal attire, worn with appropriate footwear.

ii) Clothing should be respectful of the occasion.

iii) Cultural or traditional dress is also welcome, provided it reflects the same level of formality.

e) Gowns must stay on unless the host says otherwise.

f) If you are not dressed appropriately, your entry may be delayed and the Dean may follow up with you.

g) At the start of the event, you stand until the High Table enters and is seated.

h) Do not touch food or drink until grace is said.

i) Keep quiet during any speakers or performances.

j) At final grace, stand and remain standing until the High Table has left.

k) Seating is allocated. We ask that you sit only in your assigned seat.

l) Each table will receive two bottles of wine, water and orange juice.

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 within the buildings and on College grounds. By entering into a Residency Contract, Residents agree to maintain the site that they must:

6.1. Always keep your room secure.

a) If you are not in your room, the door must be closed and locked.

b) Carry your fob with you at all times so you do not get locked out.

c) Do not interfere with door mechanisms. The automatic door closer must never be removed, adjusted, or obstructed. These doors are certified smoke doors and form a critical part of the College's fire safety system.

d) Never tamper with locks or door hardware. Actions such as "chocking" or "carding" or any other method that prevents doors from automatically closing and locking are strictly prohibited.

e) Any unattended doors left open may be closed by staff or Resident Advisors if they come across them.

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) smoke detector tests;

c) maintenance;

d) 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;

e) if there is a reasonable concern relating to health, safety, maintenance of community standards, or in the event of an actual or suspected emergency.

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 immediately.

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. Bikes and scooters must only be stored in the bike shed. Please secure them with your own lock.

6.17. 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.

6.18. Reside in the knowledge that CCTV cameras operate 24/7 across the College campus to help support the safety and security of our community. Cameras are located in shared and public areas of College buildings and grounds, and all footage is managed in accordance with the College's Privacy Policy and associated procedures.

7. Environmental Sustainability

Mannix College is dedicated to minimising the environmental impact of its operations. By entering into a Residency Contract, residents agree to fully cooperate with all sustainability initiatives by actively reducing waste, recycling, and conserving resources at all times.

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.

8.4. 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).

8.5. Residents are required to vacate the Resident Accommodation by the end of the Residency Contract or by 1pm on the closest Sunday following their final exam or assessment at the end of Semester 2 (whichever comes first).

8.6. 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.

8.7. 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.

8.8. 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.

8.9. 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.

8.10. 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.

8.11. 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.

8.12. 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.

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.

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. Minimum replacement costs for room and furnishings damage* and/or other fine examples:

Item	Amount
Bed base	$360
Bookcase	$150
Carpet	$600
Chair	$400
Curtains/rail/blinds	$350
Cleaning	$100 per hour
Desk	$500
Door	$500
Door closer	$420
Heater	$600
Fire Brigade Attendance	approximately $2,500
Fob replacement	$50
Light and power fittings	$240
Mattress	$350
Mannix parking permit replacement	$50
Mirror	$180
Meal (for friends with no meal ticket)	$50
Notice board	$400
Paint damage	$150
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. Residents facing financial hardship are strongly encouraged to contact the Business Manager before missing a payment. The College may be able to offer assistance through financial support services or bursaries.

11.2. A late fee of $50 will apply to overdue payments, including dishonoured direct debits

11.3. A Resident who has not paid rent within 14 days of the due date may 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..

11.4. A Resident who has an outstanding account will not be allowed to continue their residency without the full payment of the overdue account.

11.5. 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).

11.6. 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 should accompany their guests at all times when in the college.

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. You can host guests in the Dining Hall by purchasing meal vouchers from the College Office and providing these to the service staff upon arrival:

- Breakfast: $10
- Brunch/Lunch/Dinner: $15

Guests must be accompanied by a resident or they will be asked to vacate the Dining Hall. Failure to provide a meal ticket for any guest will result in a $50 fine to the resident.

12.6. 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.

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, and similar items) are permitted only within a Resident's accommodation, or when provided and managed by the College (for example, glassware at Formal Dinners or approved College keep cups).

13.1.1. The use and movement of glass containers at Mannix College is otherwise restricted due to the risk of injury in shared and high-traffic spaces.

13.1.2. If glass containers (for example, beer bottles) are being transported within the College, they must be unopened and fully contained within a bag.

13.1.3. Glass containers must not be carried openly or consumed while being moved through the College.

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. 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. LED strip lighting, rope lights, mounted light fixtures, or any other installed, affixed, or decorative lighting.

13.8. Portable air-conditioners and evaporative coolers.

13.9. 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.

13.10. 'Hoverboards', self-balancing electric scooters and similar products are not to be used, stored or charged within Mannix.

13.11. 3-D printers, associated equipment and materials such as Acrylonitrile Butadiene Styrene (ABS), Polyethylene Terephthalate (PETT), nylon and Thermoplastic Elastomers (TPE).

13.12. 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.

13.13. 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. Mannix Gym

14.1. By using the Mannix Gym, you acknowledge and accept that participation in any fitness activities involves inherent risks. There are risks specifically associated with participation in the gym activities and accidents can and often do happen which may result in personal injury, death or property damage. You agree and undertake any such risk voluntarily and at your own risk. The College is not liable for any injuries, accidents, or losses that may occur while using the facilities or equipment. We strongly advise you to use caution, follow all posted guidelines, and seek medical advice if unsure about your ability to participate in any activities.

14.2. You acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation.

PART 3. RESIDENT BEHAVIOUR

1. Residential Community Standards

1.1. Mannix College is committed to preventing and responding to gender-based violence, sexual harm, discrimination, harassment, bullying and other behaviours that undermine safety, dignity and wellbeing.

1.2. We aim to provide a residential environment in which all members of the Mannix community feel safe, respected and supported. Mannix College will respond to all disclosures and allegations of gender-based violence and related misconduct in a trauma-informed, person-centred and safety-focused manner, consistent with the National Higher Education Code to Prevent and Respond to Gender-Based Violence (the Code), and relevant Mannix College and Monash University policies.

1.3. Any alleged or suspected breach of the Residential Community Standards by a **Respondent** (an **Allegation**) may be dealt with under this Part.

1.4. Where multiple Allegations arise from the same incident or involve the same **Respondent**, the Principal may determine that all Allegations be managed under the same category.

1.5. This Part sets out:

a. the process for disclosing or reporting an incident;

b. the process for assessing, managing and investigating an Allegation;

c. the process for determining whether an Allegation is substantiated and imposing sanctions; and

d. the rights and responsibilities of Residents during these processes.

2. Disclosing or Reporting an Incident

2.1. A **Discloser** may choose to make a **Disclosure** or a **Formal Report** about a breach of these Conditions of Residency, an incident or other concern. Individuals may also choose how much identifying information they share. A person's choice may change over time.

2.2. **Disclosures** and **Formal Reports** may be made in one of the following ways:

a. **Fully identified** - The person shares their name and contact details. This allows the College to offer ongoing support and, if requested or required, investigate and take formal action.

b. **De-identified** - Identifying details are limited or removed. This allows the College to understand what occurred and manage risk, but may limit follow-up, investigation or outcomes.

c. **Anonymous** - No identifying information is provided. This allows information to be shared without identification, but significantly limits the College's ability to investigate, take action or provide ongoing support.

2.3. Disclosure (support-first option)

a. A **Disclosure** occurs when a **Discloser** chooses to share information with Mannix College about an incident without requesting a formal investigation or disciplinary process.

b. Where a **Disclosure** is made:

i. The primary response must be supportive, trauma-informed and person-centred;

ii. the **Discloser** must be provided with information about support services and reporting options;

iii. A **Disclosure** does not, of itself, initiate a breach procedure or investigation.

c. In limited circumstances, the College may take action following a **Disclosure** to meet legal obligations or where there is a serious and ongoing risk to safety of the Discloser or other members of the Mannix community. Where safe and appropriate, this will be discussed with the **Discloser.**

d. Information relating to **Disclosures** may be recorded in a de-identified form for safety, monitoring and compliance purposes.

2.4. Formal Report (request for action)

a. A **Formal Report** is a request for the College to take formal action in relation to alleged conduct by a **Respondent**.

b. Where a Formal Report is made:

i. The College will undertake a risk assessment;

ii. Interim safety measures may be implemented

iii. The matter may be investigated with potential outcomes or sanctions to be imposed under the breach procedures set out in these Conditions.

iv. The College will take reasonable steps to keep the Discloser informed about:

(a) whether the matter is being assessed or investigated;

(b) whether interim safety measures have been implemented; and

(c) when the investigation has concluded.

Information shared with a Discloser will be limited to what is appropriate and lawful, having regard to privacy, procedural fairness and safety considerations.

c. Formal Reports may be made on a fully identified, de-identified or anonymous basis. Fully identified reports generally enable the College to respond more fully and effectively.

d. The College may proceed with a breach procedure even where the **Discloser** chooses not to participate, where necessary to manage risk, protect the residential community or meet legal obligations.

e. A person may choose to make a Formal Report at any time, including after first making a disclosure.

2.5. Who disclosures or reports may be made to

a. Disclosures or Formal Reports may be made to:

i. Trained student leaders, including Resident Advisors, MCSS Committee members and Welcome Team Members

ii. Trained staff, including the Dean of Students, Community Engagement Coordinator, Director of Academics or the Principal

iii. The College's online reporting form

iv. External bodies, including Monash University Safer Community Unit or Police

v. Where a disclosure or Formal Report relates to conduct occurring within Mannix College accommodation or at a Mannix College activity or event, the person impacted may elect for Mannix College or Monash University to take the lead in responding to the matter, subject to jurisdiction, safety considerations and legal obligations.

vi. Where Mannix College takes the lead, it will coordinate with Monash University as appropriate. Where Monash University takes the lead, Mannix College will cooperate and share information as required to manage risk and support safety.

vii. All Mannix staff and student leaders are required to notify the Principal if they become aware of a disclosure or report of gender-based violence or sexual harm. Where possible, and consistent with safety and legal obligations, information may be shared in a de-identified or anonymous way, in line with the wishes of the person affected.

3. Timely Risk Assessment & Support Planning

3.1. Upon becoming aware of a **Disclosure** or **Formal Report** of gender-based violence or sexual harm, or other serious concern, the Principal (or nominee) must undertake a risk assessment as soon as practicable and ordinarily within 48 hours.

3.2. Where the College seeks information from a Discloser for the purposes of risk assessment or investigation, the Discloser:

(a) is not required to participate;

(b) may be accompanied by a support person; and

(c) will be informed about how their information may be used.

3.3. The risk assessment must consider:

(a) the safety and wellbeing of the person(s) impacted;

(b) the safety and wellbeing of the respondent(s);

(c) the safety of the wider Mannix College residential community; and

(d) any relevant contextual factors, including patterns of behaviour, power imbalance or vulnerability.

3.4. Where appropriate, the College will develop and implement safety and support plans for the person(s) impacted and the respondent(s), having regard to their wishes and needs.

3.5. Risk assessments and support plans must be reviewed and updated as circumstances change or further information becomes available.

4. Managing Allegations

4.1. 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 **Minor Breach Procedure**	managed under the **General Breach Procedure**	managed under the **Serious Breach Procedure**

4.2. 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.

4.3. 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.

4.4. Where a Disclosure or Formal Report is made on a de-identified or anonymous basis, the College's ability to investigate, make findings or impose sanctions may be limited. This does not limit the College's ability to assess risk or implement safety measures.

5. 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 or low-level conduct suitable for informal or educational responses, including 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) technology-facilitated abuse, including online harassment, image-based abuse, digital stalking, non-consensual sharing of images or information, coercive or threatening use of technology, or misuse of social media or messaging platforms;

(f) discrimination, harassment, or vilification based on a person's race, nationality, language, ethnic or national origin, culture, religion, sex, gender, gender identity, sexual orientation, disability, political opinion or activity, or any other personal attribute;

(g) theft;

(h) 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;

(i) allowing unauthorised and/or unaccompanied visitors/guests access to College property;

(j) cooking in a Resident's Accommodation and/or in an area that is not an approved kitchen;

(k) 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);

(l) 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);

(m) 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;

(n) unauthorised use of and/or interfering with firefighting equipment, including smoke and thermal detectors;

(o) 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;

(p) unauthorised entry into Mannix College.

(q) improper use of an access credential (including an electronic swipe card or fob, or a mechanical key)

(r) 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;

(s) bringing an animal into Resident Accommodations, flats or houses (except an Assistance Animal that has been approved in accordance with these Conditions of Residency);

(t) 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;

(u) throwing any object from a window or from a roof; or hanging an object from a window or from a roof;

(v) 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;

(w) 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;

(x) 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;

(y) unauthorised removal of Mannix College property, including furniture and fittings from communal areas;

(z) allowing the Resident's Accommodation to become unfit for living in (not due to fault on the part of Mannix College); or

(aa) failing to keep the Resident's Accommodation and any communal areas within an apartment or house clean and tidy;

(ab) failing to attend all mandatory training and any other training directed by Mannix College.

(ac) failing to follow the agreed steps of a documented Safety and Support Plan as agreed to between the Resident and Mannix College.

(ad) failing to comply with room security and fire safety requirements, including:

- not closing and locking your accommodation door when unattended;
- interfering with or disabling automatic door closers; and
- tampering with locks or door hardware (including "chocking" or "carding").

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) gender-based violence or sexual harm (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 any form of communication or media, including but not limited to social media, email, text messaging, websites, digital platforms, posters, stickers, written materials, images, audio, or video, whether shared publicly or privately;

(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.Hazing includes any action, behaviour, expectation, or situation, whether formal or informal, intentional or unintentional, with or without consent, that is imposed on a person or group for the purpose of admission into, affiliation with, or continued membership or acceptance within any group (including clubs, teams, halls, cohorts, or societies). Hazing may be presented as tradition, humour, bonding, challenge, or “just a bit of fun.” This does not make it acceptable.Hazing includes conduct that may appear minor or harmless where it singles out individuals, pressures them to comply in order to belong, or causes, or is reasonably likely to cause, humiliation, discomfort, embarrassment, abuse, or physical, emotional, or psychological harm. Harm does not need to be intended or severe for behaviour to constitute hazing.

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.

6. Safety Measures

6.1. Safety measures may be implemented to protect the safety and wellbeing of a **Discloser**, a **Respondent**, or the wider residential community.

6.2. Following a disclosure, report or notification of Category 1 or Category 2 allegations, the Principal may implement interim safety measures to minimise harm, manage risk and protect the welfare of individuals and the residential community.

6.3. Safety measures:

a) are precautionary and not disciplinary;

b) must be proportionate and temporary;

c) may be implemented at any stage of the process and ordinarily within 48 hours where risk is identified

d) may involve the reallocation of Resident/s to alternative accommodation, including to another room within Mannix College or to off-campus accommodation;

e) 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

f) 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.

6.4. The implementation of an interim safety measure, including the temporary reallocation of a Resident to alternative or off-campus accommodation, does not suspend or reduce the Resident’s financial obligations under their Residency Agreement. The Resident remains liable for their usual residency fees and charges during this period.

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

6.6. 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).

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

6. Breach Procedure

6.1. Upon receiving a Disclosure or Report of alleged conduct, the Principal or their nominee may undertake preliminary enquiries in order to understand the nature and seriousness of the matter and determine the appropriate breach procedure to apply.

6.1.1. These enquiries are limited and fact-finding in nature. Their purpose is to develop a clearer understanding of the circumstances described in the report, including any relevant facts, available information, potential evidence, and the experiences of those involved.

6.1.2. Conducting these enquiries allows the College to assess the nature of the allegation and determine the most appropriate pathway for responding under these procedures, including whether the matter should proceed under the Minor Breach Procedure (Category 3), General Breach Procedure (Category 2), or Serious Breach Procedure (Category 1), and who is best placed to undertake any investigation.

Minor Breach Procedure (for Category 3 Allegations)

6.2. The Principal delegates authority to the Dean to address Category 3 Allegations.

6.3. Where the Dean determines that an Allegation falls within Category 3, it may be managed informally under this Minor Breach Procedure.

6.4. The Dean may:

6.4.1. make brief inquiries as appropriate;

6.4.2. speak directly with the Resident;

6.4.3. ask the resident to provide a written or verbal response;

6.4.4. resolve the matter in a way that is proportionate to the minor nature of the issue.

6.5. The Resident must be informed of the concern and given a reasonable opportunity to respond. This will ordinarily occur through a brief conversation with the Dean.

6.6. If the Dean is satisfied that a minor breach has occurred, the Dean may respond by:

6.6.1. giving an informal verbal warning or reminder of expected standards;

6.6.2. providing guidance or education about appropriate behaviour;

6.6.3. issuing a formal warning; and/or

6.6.4. issuing a minor sanction where appropriate (such as fine, loss or restriction of privileges, service to the Mannix community).

6.7. Most Category 3 matters are expected to be resolved through a verbal warning and/or informal intervention, with follow-up email confirmation from the Dean to the Resident.

6.8. Where a matter is not minor, is repeated, or forms part of broader concerns, the Dean will inform the Principal who may determine that it be managed under the Category 2 or Category 1 procedures instead.

General Breach Procedure (for Category 2 Allegations)

6.9. Where the Principal determines that the allegation/s fall within Category 2, the Allegation/s should be dealt with under the General breach procedure.

6.10. 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.

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

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

a) Mannix College, such as the Dean; 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 Investigato**r').

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.

6.13. At an appropriate stage of the investigation of the Allegations, the Principal or the Nominated Investigator (as applicable) will advise the Respondent in writing:

a) that an Allegation is being investigated;

b) of details of the Allegations against the Respondent (including where and when the conduct is alleged to have taken place and the role the Respondent is alleged to have played);

c) that the Respondent 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 Respondent 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 Respondent does not wish to attend the meeting they may choose to provide a written response to the Allegations;

f) that if the Respondent fails to attend the scheduled meeting after being given a reasonable opportunity to do so, and fails to provide a written response within one business day of the date of the scheduled meeting, the Principal or the Nominated Investigator may decide the Allegation based on the material available to them;

g) of a full copy of this section of the Mannix College Conditions of Residency, or instructions regarding how the Respondent can access the same.

6.14. 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 Respondent will be given the opportunity to respond to the Allegation(s); and

c) If the Respondent 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 Respondent 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.

(iii) The Principal or Nominated Investigator may nominate another staff member to also be present during the meeting.

6.15. Where a Respondent 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:

Restitution	Reimbursement for damage to, or misappropriation of, property.
Loss or restriction of privileges	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)
Service to the Mannix College Community	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.
Formal written warning	A formal written warning will set out the breach and require no further breach of the Residential Community Standards to occur in the future.
Suspension	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.
Referral to the University-wide discipline system	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)
Combination of the Above	More than one sanction may be implemented.

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

a) where the Respondent previously received a formal written warning for a breach (of any category) – the Principal may evict the Respondent from Mannix College by issuing the Respondent with a written notice to vacate; and

b) where a Respondent has received two formal warnings during any previous residency period for a breach (of any category) – the Respondent 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).

c) where reasonably warranted by the nature or seriousness of the misconduct, the College may restrict or revoke a Respondent's eligibility for future alumni engagement, including access to College premises and attendance at College events and activities.

6.17. 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.

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

Serious Breach Procedure (for Category 1 Allegations)

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

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

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

a) Mannix College, such as the Dean; 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 Investigato**r').

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.

6.22. At an appropriate stage of the investigation of the allegations, the Principal or the Nominated Investigator (as applicable) will advise the Respondent in writing:

a) that an Allegation is being investigated;

b) of details of the allegations against the Respondent (including where and when the conduct is alleged to have taken place and the role the Respondent is alleged to have played);

c) that the Respondent 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 Respondent may be accompanied at the meeting by another person who is there to support the Respondent's wellbeing in the context of the meeting, subject to the requirements of section 6.20(c) below;

e) that if the Respondent does not wish to attend the meeting they may choose to provide a written response to the Allegations;

f) that if the Respondent fails to attend the scheduled meeting after being given a reasonable opportunity to do so, and fails to provide a written response within one business day of the date of the scheduled meeting, the Principal or the Nominated Investigator may decide the Allegation based on the material available to them;

g) of a full copy of this section of the Mannix College Conditions of Residency, or instructions regarding how the Respondent can access the same.

6.23. 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 Respondent will be given the opportunity to respond to the Allegation(s); and

c) If the Respondent 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 Respondent 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.

6.24. Where a Respondent 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 Respondent a written notice to vacate.

6.25. Where the Allegations fall within items (a) - (n) of Category 1, a presumption that the Respondent 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.

6.26. 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.

6.27. A Respondent may appeal a finding and/or sanction imposed by the Principal under this section, in accordance with section 7.

6.28. 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

7.1. This section sets out a Respondent’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 Office**r’).

7.3. To apply for a Mannix College Appeal, the Respondent must submit a written request to the Mannix College Appeal Officer, stating:

a) the decision, which the Respondent 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 Respondent 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 Respondent 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 Respondent 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 other Residents and the wider community until the appeal has concluded. If the Respondent 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 Respondent.

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 Respondent 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 Respondent 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 Respondent 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 Respondent 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 Respondent may attend. The panel meeting may be rescheduled once at the reasonable request of the Respondent, provided that the request is received by the Mannix College Appeal Officer at least three days prior to the original scheduled date. If the Respondent fails to attend the meeting, the appeal request may be determined in the Respondent's absence.

7.12. If there is a meeting of the panel which the Respondent attends, the Respondent may be accompanied by a support person. In choosing a support person, the Respondent should consider any potential conflict of interest. For example, 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 Respondent 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 Respondent.

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 Respondent 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 Gender-Based Violence, 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

Mannix is committed to being a vibrant living and learning community with core values of excellence, respect, community, resilience and integrity. Please go to https://mannix.monash.edu/handbook-policies/ to view all of our policies.