

BETWEEN UNIVERSITY OF OTAGO (in respect of **CARRINGTON COLLEGE**) (“the University”)

AND «NameFirst» «NameLast» (“the Resident”)
[PLEASE PRINT FULL NAME CLEARLY]

AND _____ ("the Guarantor")
[PLEASE PRINT FULL NAME CLEARLY]

Please attach
two clearly
named passport
photos

1. The Resident accepts the offer of residence at Carrington College ("the College") at the University for the academic year in 2014.
2. This contract becomes binding on the parties when it has been signed by the Resident and the Guarantor and has been returned to the University together with the **Entry Fee Payment** detailed in the **Contract Payment Schedule** and the completed **College Information Form**. However in the event that the Resident decides not to come to study at the University this contract may be cancelled in writing by the Resident at any time up until the College opens. A financial penalty may be applied to students who withdraw from the College after 31st January 2014 which would be equivalent to one week's boarding fees. In the event of such cancellation the Resident's liability shall be limited to that part of the **Entry Fee Payment** which the **Contract Payment Schedule** notes as being non-refundable.
3. The dates to which this contract applies, the fees payable by the Resident and the details of any bond which may be required, are set out in the **Contract Payment Schedule**.
4. The following provisions apply between the parties:
 - (a) the **General Conditions of Residence** below;
 - (b) the **Carrington College Terms and Conditions of Residence** as made available to the Resident, and as amended from time to time;
 - (c) all other policies and requirements of the College as notified to the Resident by Handbook, notice, or other means.In addition to agreeing to comply with those provisions, the Resident agrees to comply with all reasonable requirements and directions made by staff of the College.
5. By signing this agreement the Resident:
 - (a) acknowledges having read, understood and accepted the **General Conditions of Residence** and the **Carrington College Terms and Conditions of Residence**; and
 - (b) declares that all information provided in connection with the Resident's application for residence and in the **College Information Form** is true and correct and that no relevant information has been withheld.
6. By signing this agreement the Guarantor:
 - (a) confirms that they are a parent or guardian of the Resident;
 - (b) acknowledges that they have read and understood the conditions of this contract and that in consideration for the University providing accommodation to the Resident, agree to meet all of the Resident's financial obligations arising under this contract.

Signed by the Resident: _____ Date: _____

Signed by the Guarantor: _____ Date: _____

[Please PRINT Clearly]

Name of Guarantor _____

<i>Title</i>	<i>First Name</i>	<i>Last Name</i>
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Address of Guarantor	Street

Suburb	Post Code
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Town/City _____ Telephone _____

Cellular _____ Fax _____

E-mail

What is your relationship to the Resident?_____ e.g. Father, Mother, Guardian

GENERAL CONDITIONS OF RESIDENCE

1. Agreement

- 1.1 Under this Accommodation Contract, the University agrees to provide:
- (a) a safe and supportive environment in the College which facilitates learning;
 - (b) access to the College's programme of social and community activities.
- 1.2 The Resident agrees to:
- (a) comply with the obligations of this contract and all requirements and directions provided for under this contract;
 - (b) participate and contribute to the supportive and harmonious atmosphere of College, showing consideration towards other residents and neighbours, and to College property.
 - (c) pay all required fees in the manner and time established by the **Contract Payment Schedule** together with any penalty provided for;

2. Resident to be a Full-time Student

- 2.1 The Resident understands and agrees that it is a condition of residence at the College that the Resident be enrolled as a full-time student at the University of Otago.

3. Termination by University

- 3.1 The University acting through the Warden shall be entitled to terminate this contract at any time:
- (a) if any information provided in support of the application for residence or in the **College Information Form** is found to be false or incomplete.
 - (b) if the Resident ceases to be a full-time student;
 - (c) where justified on disciplinary grounds;
 - (d) for the failure to make timely payment of fees;
 - (e) where the University is satisfied that the Resident's state of mental or physical health makes termination appropriate having regard to the interests of the Resident or of the College community.

4. Liability for Fees

- 4.1 This contract is in respect of residence for the period shown in the **Contract Payment Schedule**. No refund or reduction of those fees is available in respect of any period of the Resident's absence from the College.
- 4.2 In the event of early termination of this agreement (other than under clause 3.1(e)) the Resident is liable for a penalty of 1/38th of the annual fee and remains liable for payment of all outstanding fees for the balance of this contract, unless the College may in its discretion reduce this liability in light of the circumstances of the Resident's departure from the College and/or its ability to arrange for another party to fill the vacancy left by the Resident.

5. Information Relating to Student

- 5.1 The Resident consents to the disclosure of any of their personal information (including any information regarding disciplinary matters) to the Resident's parents or guardian or other nominated contact.
- 5.2 The Resident consents to the University releasing to the staff of the College the Resident's enrolment details and academic results, provided that such information be maintained confidential to those staff and used solely for purposes in connection with the welfare of the Resident or for statistical purposes which do not allow the Resident to be identified.
- 5.3 The Resident authorises any health professionals whom they may consult during the period of their residence at the College to release to the staff of the College such health information as may reasonably necessary in the interests of the welfare of the Resident or other members of the College community.
- 5.4 The Resident agrees that the University shall have the ongoing right to make use for its purposes of the Resident's image and written and verbal statements in connection with the College.

6. Rights in Respect of Rooms

- 6.1 The allocation of rooms to is made by the College, and may be changed by the College at any time. The Resident may not change rooms except with the College's agreement.
- 6.2 This contract is personal to the Resident and allowing the use of the room by any other person is not permitted.
- 6.3 The staff of the College shall have the right to access the Resident's room at any time for any purpose reasonably connected with the welfare of the Resident or of any other member of the College community or reasonably connected to the inspection and maintenance of College property.

7. Disciplinary Process

- 7.1 The Resident consents to the disciplinary processes and sanctions established by the College, and specifically acknowledges the right of the College to impose sanctions on the Resident for the breach of any provision of, or requirement established in accordance with, this contract. Such sanctions may include (but are not limited to):
- 7.2 formal and informal warnings;
 - 7.3 requirements to undertake work;
 - 7.4 fines (including levies made on groups of which the Resident is part in respect of damage the cause of which cannot be specifically attributed) and directions to make reparation;
 - 7.5 restrictions on activities, including alcohol bans and non-association or non-attendance requirements.

8. The process to be followed in relation to any specific incident shall be appropriate to the nature of the allegation involved and the range of penalties under contemplation, provided that in any process the Resident shall be entitled to be fairly informed of the matter of concern, and shall have the opportunity to provide a response or explanation before any penalty is imposed.

9. Where any sanction is imposed by a person other than the Warden of the College, the Resident shall be entitled to have that sanction reviewed by the Warden. Where a sanction has been imposed by the Warden of the College, or where the Resident is not satisfied with the outcome of a review performed by that person, the Resident may, within seven days of being notified of that sanction, submit an appeal to the University's Director of Accommodation Services ("the Director").

10. The Director may determine any appeal as he or she thinks fit, provided that where the Director considers that the sanction imposed (a) may cause significant hardship to the student or (b) may be manifestly unfair (c) may have been imposed without due process having been followed, the Director may refer the matter to an Appeals Panel. An Appeals Panel shall comprise not less than three persons appointed by the Director including, where appropriate, a lay member and student member of the Advisory Council of the College. An Appeal shall regulate its own procedure and its decision on any matter shall be final.

CONTRACT PAYMENT SCHEDULE

Please attach Entry Fee Cheque here.



1. Period Covered by College Fees

- a) Saturday, 15 February 2014 until within 24 hours of the resident's final examination.

2. Entry Fee

- a) The Entry Fee is made up of several components and these are outlined in the table below.

ENTRY FEES	All Resident	Refundable Y/N	Refund Eligibility
Bond	\$100.00	Y	Refundable for all withdrawals received prior to the College opening.
Student Placement and Activities Fee	\$636.00	50%	50% refundable for all withdrawals received prior to the College opening. A financial penalty, which would be equivalent to one week's boarding fees, may be applied to students who withdraw from the College after 31st January.
TOTAL ENTRY FEE	\$736.00		Payable by cheque or bank deposit on acceptance of offer (within 14 days of the date of this offer)

- b) The **\$736.00 Entry Fee** for all residents, together with the signed Accommodation Agreement must be returned to the College **within 14 days of the date of this Accommodation Agreement and offer of a place at Carrington College** to ensure a room reservation.
- c) Carrington College reserves the right to withdraw this offer of accommodation and re-allocate the place in the College if the signed Accommodation Agreement and Entry Fee are not received within the required period.
- d) BOND – This reserve bond is held in a contingency reserve and is refundable, after final departure from the College, less any special charges of levies incurred for damage, charges etc. Any damage in excess of the \$100.00 Bond will be charged to the resident's account. Refunds will be made by 31st December 2014.

3. College Fees & Payment Options (Please refer to clauses 4, 5 & 6 in the section Carrington College Conditions of Residence)



I agree to pay my College Fees by: _____ e.g. "Option 1"

(You must select one payment option from below to indicate how you intend paying your College fees. If after selecting a payment option, you wish to change to another payment option, you must first apply to the College in writing.)

YOU MUST SELECT ONE PAYMENT OPTION ONLY			AMOUNT	PAYMENT DUE DATES
Single Room Rate				
Option 1	Lump Sum Payment (LS)	1 x Lump Sum Payment, payable by cheque on or before 1 February 2014.	\$13,034.00	01/02/2014
*Option 2	Upfront + 2 (UF+2)	1 x Upfront Payment, payable by cheque on or before 1 February 2014.	\$6914.00	01/02/2014
		Plus 2 equal payments, direct debited from your nominated bank account on 14 May and 20 August 2014. Also payable by cheque or eftpos by due dates.	\$3060.00	14/05/2014
			\$3060.00	20/08/2014
*Option 3	Upfront + 36 (UF+36)	1 x Upfront Payment, payable by cheque on or before 1 February 2014.	\$6914.00	01/02/2014
		Plus 36 consecutive weekly payments of \$170.00 to be direct debited from your nominated bank account commencing on 19 February 2014 & concluding on 22 October 2014.	\$6120.00	19/02/2014 to 22/10/2014
*Option 4	Four equal payments	1 x Upfront Payment, payable by cheque on or before 1 February 2014.	\$3258.50	01/02/2014
		Plus 3 equal payments, direct debited from your nominated bank account on 16 April, 18 June and 20 August 2014. Also payable by cheque or eftpos by due dates.	\$3258.50	16/04/2014
			\$3258.50	18/06/2014
			\$3258.50	20/08/2014

YOU MUST SELECT ONE PAYMENT OPTION ONLY			AMOUNT	PAYMENT DUE DATES
Shared Room Rate				
Option 1	Lump Sum Payment (LS)	1 x Lump Sum Payment , payable by cheque on or before 1 February 2014.	\$11,514.00	01/02/2014
*Option 2	Upfront + 2 (UF+2)	1 x Upfront Payment , payable by cheque on or before 1 February 2014.	\$5394.00	01/02/2014
		Plus 2 equal payments , direct debited from your nominated bank account on 14 May and 20 August 2014. Also payable by cheque or eftpos by due dates.	\$3060.00	14/05/2014
			\$3060.00	20/08/2014
*Option 3	Upfront + 36 (UF+36)	1 x Upfront Payment , payable by cheque on or before 1 February 2014.	\$5394.00	01/02/2014
		Plus 36 consecutive weekly payments of \$170.00 to be direct debited from your nominated bank account commencing on 19 February 2014 & concluding on 22 October 2014.	\$6120.00	19/02/2014 to 22/10/2014
*Option 4	Four equal payments	1 x Upfront Payment , payable by cheque on or before 1 February 2014.	\$2878.50	01/02/2014
		Plus 3 equal payments , direct debited from your nominated bank account on 16 April, 18 June and 20 August 2014. Also payable by cheque or eftpos by due dates.	\$2878.50	16/04/2014
			\$2878.50	18/06/2014
			\$2878.50	20/08/2014

*If selecting Option 2 (by direct debit), Option 3 or Option 4 (by direct debit), you must complete and sign the enclosed **direct debit authority form** and forward this along with your signed agreement.

Payment Details

Initial up-front payments are to be paid by cheque made out to "**University of Otago**" or internet bank transfer, directly into the University bank account. **When paying via Internet banking, it is very important that you include the information below to ensure that transactions are clearly identifiable on the University's bank statement.**

Bank Account Number: 06 0901 0001203 00

Particulars: "Carrington College"

Code: "ZJ"

Reference: "Resident Name"

Alternately the Entry Fee can also be paid by **Credit Card** using the University Credit Card gateway payment website, a non refundable administration fee of \$14.80 will be added for payments by credit card. The web site for this payment method is www.otago.ac.nz/carrington



Signed by the Resident: _____

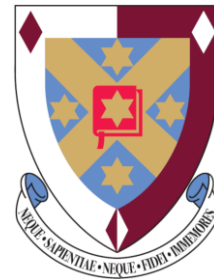
Date: _____



Signed by the Guarantor: _____

Date: _____

Carrington College Resident Information Form:



Student's Name: _____

In order to assist us in providing a safe and comfortable home base for our Carrington community, it is important for us to be aware of any relevant personal details of residents. Any sensitive information disclosed will be viewed in a non-judgemental way and remain confidential to College Staff.

1) Alcohol-Free Accommodation Option – refer to Terms and Conditions of Residence p.5

→ Please indicate if you would prefer to be roomed in an alcohol-free area **YES / NO**

We will do our best to accommodate requests but cannot guarantee it. (For your interest, usually 70-80 residents request this option.)

2) Dietary Requirements -

We can cater for most special dietary needs, but not all. You should check with the College before accepting the offer of a place.

→ Dietary questions can be emailed to our Catering Manager:
susan.stockwell@otago.ac.nz

→ People with allergies/intolerances are asked to provide a **medical certificate**.

Please indicate Dietary Requirements below:

- | | |
|---|---|
| <input type="checkbox"/> Standard meals | |
| <input type="checkbox"/> Vegetarian | |
| <input type="checkbox"/> Allergies/Intolerances | <input type="checkbox"/> Medical Documentation provided |
| <input type="checkbox"/> Other | |

3) Health Status - We advise organising a Community Services Card *prior to arrival*.



Current Immunisations:

- | | |
|------------------|----------------|
| * Tetanus | * Meningitis B |
| * German Measles | * Meningitis C |



Impairment information:

- a) Please disclose any disability/ injury/ illness you may have e.g. diabetes, asthma, mental health issues, eating disorder, learning disability, anxiety disorder, mobility or vision impairments, severe allergies.

Please Note, that disclosure of any conditions will not prejudice the place offered to you by the College.

- b) Please describe your needs regarding your status e.g. daily medication, insulin fridge, 'Epipen', hearing aid.

- c) Please describe how you manage your situation by circling the appropriate choice below.

*Completely self-managed

*Occasional assistance needed

* Weekly assistance required

*Daily monitoring needed

- d) Describe what support you will require from us?

4) **Height** To assist with rooming, are you 6ft 2" or 190cm or taller? **YES / NO**

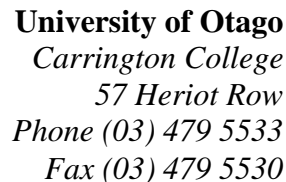
5) **T-shirt size?** Female XS ☐ S ☐ M ☐ L ☐ XL ☐ 2XL ☐

Male XS ☐ S ☐ M ☐ L ☐ XL ☐ 2XL ☐ 3XL ☐ 4XL ☐

Useful addresses:

studenthealth@otago.ac.nz

disabilities@otago.ac.nz



(Please print clearly)

(Not to operate as an
assignment or agreement)

DATE: _____

0	6	1	7	3	5	2
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Bank	Branch	Account Number	Suffix

(Please attach an encoded deposit slip to ensure your number is loaded correctly)

To: The Bank Manager,

TOWN/CITY (Location of Bank/Branch): _____

I/We acknowledge and accept that the bank accepts this authority only upon the conditions listed below.

PAYEE REFERENCE

[illegible]

DATE: / /

2005

BANK
STAMP

Option 2 –

“Unless advice to the contrary is received from you by 7th May 2014, the amount of \$3060.00 will be directly debited to your Bank account on 14th May 2014 and 20th August 2014”.

Option 3 –

“Unless advice to the contrary is received from you by 10th February 2014, the amount of \$170.00 will be directly debited to your Bank account on 19th February 2014 ” and weekly thereafter.

Option 4 –

“Unless advice to the contrary is received from you by 8th April 2014, the amount of \$3258.50.00 (single room) \$2878.50 (shared room) will be directly debited to your Bank account on 16th April 2014, 18th June and 20th August 2014”.

This date will be at least two (2) days prior to the initiating date to allow for amendment of Direct Debits.

(b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank may terminate this Authority as to future payments by notice in writing to me/us.

2. The Customer may:

- (a) At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator.
- (b) Stop payment of any Direct Debit to be initiated under this Authority by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank

3. The Customer acknowledges that:

- (a) This Authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this Authority until actual notice of such event is received by the Bank.
- (b) In any event this Authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
- (c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this Authority. Any other disputes lies between me/us and the Initiator.
- (d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of:
 - the accuracy of information about Direct Debits on Bank statements.
 - any variations between notices given by the Initiator and the amounts of Direct Debits.
- (e) The Bank is not responsible for, or under any liability in respect of the Initiators failure to give written advance notice correctly nor for the non- receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.

4. The Bank may:

- (a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other Authority, cheque or draft properly executed by me/us and given to or drawn on the Bank.
- (b) At any time terminate this Authority as to future payments by notice in writing to me/us.
- (c) Charge its current fees for this service in force from time-to-time