

Ōtautahi House Rules

These are the house rules for all residents of Ōtautahi House (“the rules”).

Introduction

By signing the residential agreement, you agree to be bound by, and abide by the rules. The rules are to be read in conjunction with the terms of the residential agreement. In the event of any conflict between the residential agreement and the rules, the residential agreement will prevail.

Ara, is entitled to amend or add to the rules during the term of your residency and will notify you of any changes. Throughout the year updates of the rules and information about residency in Ōtautahi House will be distributed to residents by emails and/or flyers.

The rules provide information and guidance about the standards and procedures which residents of Ōtautahi House are expected to meet and comply with during their residence in Ōtautahi House.

If you fail to comply with these rules and any update or variation of them which is notified by Management it will constitute a failure by you to comply with the provisions of your residential agreement and may lead to disciplinary action including termination of your right to reside in Ōtautahi House.

The rules are intended to benefit residents. However, the Rules should not be seen as an exhaustive list of the expectations of residents. In becoming a resident of Ōtautahi House, you become a member of Ōtautahi House community and accept the responsibilities and obligations associated with being a good neighbour and citizen, whether or not they are detailed in the rules.

1 Aesthetic Appearance

Ōtautahi House is part of both Ara and the local community. You are required to maintain your room in a neat and clean state of condition/appearance. You must, in conjunction with other residents ensure that common areas in your flat are maintained to the same standard.

Do not place foil, cardboard or other unsightly material or objects in or on any windows in Ōtautahi House or alter any window coverings in Ōtautahi House. Keep balconies, decks and patios neat and orderly at all times and clear of personal belongings. Furniture designed for indoor use is not permitted outside (including on any balcony, deck or patio). If in the opinion of Management any item adversely affects the appearance of Ōtautahi House, the resident concerned will be asked to remove it. If you are asked by Management to remove any item you must do so within the time frame set by Management.

2 Barbecues at Ōtautahi House

Residents are permitted to use the barbecues in the courtyard at Ōtautahi House. Barbecues must be cleaned by the residents after each use. Students who are intoxicated are not permitted to use the barbecues.

3 Bicycles

There is a lockable bikeshed in the grounds of Ōtautahi House. A key is required from the Student Support Office. Bicycles can be stored in the NS block basement at Ara as an alternative option. They are not to be secured to other objects in Ōtautahi House such as benches, light posts, trees, handrails or disabled access ramps.

They are not to be placed in hallways or allowed to impede a means of access. Fire safety - all hallways and stairways must be clear at all times.

Bicycles that are left in hallways, impede access or in any way present a safety hazard will be confiscated by Management and a fee will be charged for their return. Bicycles are not permitted inside rooms or flats except with written permission of Ōtautahi House Management. Ōtautahi House is not responsible for the security of or any damage sustained to any bicycle which is left in the bike facility within the basement at Ara. It is strongly recommended that D-bolt locking devices are used for securing bicycles.

4 Car Parking and Motorbikes

Ōtautahi House has limited parking spaces available and will not be able to provide parking facilities to all residents of Ōtautahi House. A ballot will be held to allocate limited parking spaces.

A resident must have a valid Ōtautahi House parking permit to be able to park within Ōtautahi House. If granted a car park you will collect your permit from the Student Support Office at Ara. The cost of this is \$22.50 per week. Any vehicles that do not display a current Ōtautahi House parking sticker or current WOF or registration may be fined, clamped or towed away. Ōtautahi House is not liable for any damage to and/or theft of any vehicle or property left within the vehicle whilst the vehicle is parked in Ōtautahi House.

5 Chalking

‘Chalking’, a popular means of promoting events, is prohibited in Ōtautahi House. Any chalking on footpaths, parking areas or buildings will be removed immediately by Management and the persons responsible for such actions will be charged for the cleaning.

6 Damage or Loss

Proper care must be taken of all Ōtautahi House property. Removal of any Ōtautahi House property from its designated location, or damage to any Ōtautahi House property will be reported to the police. The person responsible will be charged replacement and/or repair costs and an administration fee of 20% of the replacement and/or repair cost for each item damaged or taken. When responsibility cannot be attributed to a specific person, Management reserves the right to divide the replacement or repair cost and an administration fee between all residents of Ōtautahi House. Residents are responsible for all damage to or loss of Ōtautahi House property in their assigned room and flat. If the damaged or lost item was located in a room then the resident of that room will be held responsible and billed. If the damaged or lost item was located within a flat, then all residents who reside in the flat will be held responsible and billed an equal share unless responsibility can be attributed to a specific person. In addition, persons whom Management determine to be responsible for the damaged or lost item may be subject to disciplinary action. Residents are also responsible for the conduct of their guests and any misconduct, injury to any person or property damage, which their guests cause.

7 Flyers

Flyers and posters may be posted only after they have been approved by Management and then only at approved locations or on bulletin boards throughout Ōtautahi House. Any materials posted anywhere else will be removed and cleaning charges will be billed to the responsible individuals.

8 Grounds and Gardens

The grounds at Ōtautahi House are maintained by Ara. If you notice areas in need of attention, please contact the Student Support Office. Please help in keeping Ōtautahi House free of litter. Residents must not remove, damage, cut or break any foliage off plants or trees.

9 Hazardous Material

Hazardous materials including automotive or industrial batteries, chemicals, charcoal fluid, propane, fuelled camping lanterns, kerosene, and corrosive materials like acid and explosives, must not be used or stored in or around Ōtautahi House because of the safety risk to you and other occupants of Ōtautahi House. If a material is deemed hazardous, Management will arrange for its removal with the cost of arranging such removal to be charged to the owner of the material.

Do not pour motor oil or any other hazardous material on the ground or down any drain. Motor oil is a hazardous waste material and cannot legally be recycled or discarded at Ōtautahi House.

10 Pest Control

Any infestations that are found to have been introduced by a resident(s) will result in charges being levied for the costs of the eradication of the pests. Good housekeeping is very important. Please ensure that food is not left out or uncovered and that waste is properly disposed of. Leaving food out is unhealthy and attracts ants and other pests.

Ōtautahi House engages a pest control company to carry out routine treatments. This company will only use chemicals that are permitted by law and which comply with New Zealand Standards as applicable.

Prior to any residential area of Ōtautahi House being treated, 48 hours' notice will be given to residents.

11 Pets

No pets may be kept in Ōtautahi House. No animals may be brought into any building of Ōtautahi House other than guide, hearing or other registered assistance dogs.

12 Roofs

The roofs of buildings in Ōtautahi House are not constructed for pedestrian traffic. Residents must not go onto the roof of any buildings in Ōtautahi House for both their own safety and to avoid damage to the building. Resident(s) are responsible for and will be billed for any damage they cause as a result of a breach of this rule.

13 Rubbish Disposal & Recycling

Residents are responsible for the frequent removal of all rubbish from their rooms and flats. Multiple rubbish bins are available for you to throw away your rubbish. Residents are responsible for ensuring rubbish is placed in the appropriate rubbish and recycling bins. In the interest of hygiene and aesthetics please do not place rubbish adjacent to or on top of rubbish bins. There are ample bins within Ōtautahi House to cope with the rubbish from all residents. Residents should not leave rubbish outside their rooms or flats.

14 Running a business from Ōtautahi House

Residents are not permitted to conduct a business of any description from their room, flat or any other part of Ōtautahi House except with the prior written permission of Management.

15 Ōtautahi House Courtyard

The Ōtautahi House courtyard is for the use and enjoyment of all residents. Ball games such as rugby, soccer and cricket can be disturbing to other residents. Residents taking part in these types of games must consider the rights and need of other residents. If a resident is directed to cease playing these types of games by a residential assistant or Management they are to do so immediately.

Your Room/Flat

16 Room/Flat Condition Form

When moving into a room/flat, a resident is expected to carefully inspect the room/flat. Within 48 hours of moving in any damaged or missing items must be reported to Management by returning the room condition form the resident is given on arrival. This form includes a full list of all items that should be in the room/flat. Management will follow up on all reported problems and take corrective action as appropriate.

If a resident fails to advise Management of any problem(s) within 48 hours of moving in, the resident will be taken to have been satisfied with the condition of the room/flat and confirmed that the room/flat was in a good and undamaged condition at the commencement date. Upon vacating a room/flat, a resident will be billed for any missing or damaged items and for damage to the room/flat.

17 Carpet Damage

Damage to carpet in a room will be billed to the resident. Damage to carpet in any common area will be charged equally between flat residents respectively (unless the person(s) responsible is identified). Management will attempt to have soiled carpet cleaned at the expense of the resident(s). In the event that a stain cannot be removed, the carpet will be replaced at the expense of the resident(s). Upon vacating a room/flat all carpet must be in the same condition as it was in on occupation, taking into consideration general wear and tear. The cost of returning the carpet in a room/flat /common area to this condition, including the cost of having the carpet steam cleaned, will be charged to the resident(s).

18 Cleaning

Ara will arrange:

- sweeping, vacuuming and mopping of the internal common areas of Ōtautahi House (eg flat kitchens, living areas, hallways- weekly, bathrooms and toilets - daily);
- for flyers posted in non-designated areas to be taken down;
- for external garbage bins to be regularly emptied; and
- for cleaning external surface of buildings in Ōtautahi House.

All residents are expected to:

- clean and vacuum their room on a regular basis;
- maintain their room in a hygienic manner;
- clean internal windows and walls in their room;
- remove rubbish from the room regularly; and
- share the responsibility of cleaning all internal common rooms, keeping them in a clean and tidy state and remove all rubbish daily.

In addition, residents who live in flats are also expected to:

- participate equally with other residents in keeping the flat common areas clean;
- clean all appliances and surfaces within a flat
- clean the internal areas of the cook top, range hood, oven and refrigerator equipment;
- remove rubbish from the flat regularly;
- dispose of any food not fit for consumption, mouldy or well past the use by date.

Residents must supply their own day to day cleaning materials and equipment in Ōtautahi House.

Where it is brought to the attention of Management that a room/flat is not being cleaned or is unhygienic, the resident(s) of that room/flat will be requested to thoroughly clean the room/flat. If following such notification the room/flat is not promptly cleaned to comply with basic cleanliness and health standards, Management may arrange for the room/flat to be cleaned at the expense of the room/flat resident(s).

19 Cooking

Cooking is only permitted in kitchens in flats. Cooking equipment such as hot plates, rice cookers, electric woks and fry pans are not permitted in rooms. Barbecue grills and charcoal fluid may be a fire hazard and are not permitted inside buildings in Ōtautahi House or outside on balconies, patios or decks.

20 Damages Charges

Recipients of a bill for damage have seven calendar days after the date of issue of the invoice by Management in which to pay or request a review of the invoiced claim. Any invoiced claim not challenged within seven calendar days of issue is no longer subject to review.

It is impossible to price all items or maintenance services in Ōtautahi House, as they are generally dependent on the damage caused. All repair work is carried out and will be completed by the Facilities Management team at Ara.

21 Decorating Rooms and Flats

Posters may be used to decorate rooms and flats, as long as they are only affixed to walls using non-marking re-usable adhesive. Do not fix sticky stars or other adhesive decorations to the ceiling or elsewhere in your room/flat and do not use tape of any nature. The use of nails or screws will damage the walls and the paint and is prohibited. If any holes are left in the walls and require patching you will be charged not only for fixing the holes but also for painting the entire wall.

Murals or artwork are not permitted to be painted on any surface in Ōtautahi House.

22 Dishware

Residents are responsible for providing their own dishware in the flat.

23 Early Release of Contract

Any application by a resident to break his/her residential Agreement (the contract with Ōtautahi House) is at the sole discretion of Management and may attract a break fee which can be up to and including the full remaining amount(s) payable under the residential agreement and any charges imposed under these rules, which must be paid before departure. The following conditions will apply to all applications by residents to break his/her residential agreement:

- all known outstanding charges up to the date of release must be paid in full at the time of application for early release of contract;
- the resident will forfeit his/her bond;
- the resident will forfeit any discounts that have been offered and applied against the resident's account.

Failure to fully pay on departure will result in the debt being passed on immediately to a Debt Collection Agency.

A resident may appeal a decision relating to his/her application for early release of contract in writing to the Director of Student Services Division, at Ara, whose decision is final and binding.

24 Electrical Equipment in Rooms

To prevent overloading electrical circuits and to conserve energy, please limit electrical equipment in rooms to items such as computers, study lamps, clocks, electric blankets, small stereos, hair straighteners, personal vanity items and other small appliances. These items must be maintained in good and clean operating condition. Appliances with open heating elements such as hot plates and electric heaters are prohibited in rooms and flats unless provided by Management.

25 Electrical Safety Reminders

Residents must comply with the following fire and safety policies which are intended to prevent injuries in Ōtautahi House and to ensure compliance with health and safety regulations:

- never modify a plug by bending or removing prongs;
- if plug prongs break off and remain in the receptacle slots after insertion or withdrawal, do not attempt to remove them, contact the Student Support Office at Ara for assistance;
- extension cords should only be used when absolutely necessary and only on a temporary basis. If you must use an extension cord, we recommend using a multiple outlet power strip equipped with an internal circuit breaker. If you discover any faulty electrical equipment, please report this to the Student Support Office at Ara;
- do not "daisy chain" extension cords and/or power strips;
- large appliances are not permitted in Rooms
- promptly replace frayed or damaged cords.
- do not dry clothes on the heaters or surround hot lamps with coloured paper.

26 Fix-it Requests and Repairs

All maintenance in Ōtautahi House is carried out by suitably qualified Ara personnel who will be identifiable by Ara ID Cards. All requests for repairs or replacements in your room/flat can be submitted via email: debbie.evans@ara.ac.nz or text 027 540 8702. Requests are processed Monday to Friday by the Student Support Office. Residents should report any problem which they believe constitutes a safety or security risk to the Student Support Office. Depending on the nature of the problem, Management do their best to ensure that urgent repairs are dealt with immediately. This may not always be possible due to the availability of parts required for repairs. Residents are

not permitted to repair or replace electrical, plumbing, heating, security equipment, glass or any other item in Ōtautahi House nor are they permitted to contract with any third party for such repairs.

The cost of any repair or replacement in Ōtautahi House which is necessitated because of a deliberate act or the negligence of a resident(s) will be charged to that resident(s).

27 Furniture

Furniture in a room/flat is to remain in that room/flat. It is not to be moved to another room/flat, even on a temporary basis. Furniture is to remain inside the designated room/flat unless Management has nominated it for outdoor use.

28 Indoor Plants

Indoor plants are permitted in rooms and flats, but residents are reminded to be mindful of the needs of co-residents. Residents must not water plants in the showers or sinks as this can create plumbing problems. All indoor plants must be placed on trays or other receptacles to avoid staining carpets.

29 Inspections and Building Condition Issues

Subject to complying with any relevant notice provisions, Management reserves the right to enter any room/flat;

Purpose of Entry:	Notice to be given:
In the case of an emergency or for urgent repairs	Without notice
To carry out repairs and maintenance which you have requested	Without notice
To carry out general repairs and maintenance	Without notice
To inspect the room/flat	With 48 hours' notice
To show the room/flat to prospective resident	By arrangement with residents.
If Management has reason to believe that you have abandoned the Room	Without notice
If Management suspects that a person other than you is residing in the room or the flat common areas	Without notice
If Management has reason to believe that there has been a serious breach of a rule	Without notice

In addition, staff will check rooms for hygiene and maintenance purposes and every attempt will be made to give notice prior to these inspections. It is preferable that you are present but Management reserves the right to check in your absence. We also reserve the right to enter your room to turn down loud music or for maintenance and safety concerns.

Residents must not change any lock or place any additional locks on any door to their room or any other doors within their flat. Inspections of room/flat are undertaken to identify maintenance needs, ensure that health, safety and cleanliness standards are being maintained and enable planning for renovation or refurbishment projects.

Prior to vacating a room/flat, residents may request a pre-inspection of a room/flat by contacting the Student Support Office.

30 Keys

Residents will be issued with keys, which enable access to their room/flat. Residents are responsible for the keys issued to them. If a key is lost, report it immediately to Ōtautahi House Student Support Office and another key will be issued at a cost the amount of which will be dependent on whether the lock itself has to be replaced. The keys are \$30 per replacement.

Keys must not be duplicated and only Management or a duly appointed locksmith can alter or repair a lock.

If you have lost your key, locked yourself out of your room/flat or if you have damaged the lock to your room/flat, you will need to contact the Student Support Office, X119 at Ara prior to the issue of a new key or access being granted to your room/flat. If you are locked out of your room/flat after hours contact the duty residential assistant staff. The Duty Residential Assistant will have a master key with which to open your room/flat door.

The locks that are in the new Student Accommodation blocks (bedrooms) will only be able to be locked from the outside of each room for security reasons. The bedrooms under no circumstances are to be locked during student occupation.

This is to comply with current fire regulations.

Management strongly recommends that residents keep their room door locked when they are not in their room/flat.

31 Kitchens

Residents must clean the kitchen in their flat after each use.

If a resident becomes aware that a kitchen appliance requires maintenance, they should advise the Student Support Advisor in Student Services by email or text. The cost of repairing or replacing damaged appliances will be charged to the person responsible for the damage or to all residents of a flat if the person responsible cannot be identified. Faulty appliances will be repaired at no charge.

32 Lighting

Any light fixture provided by a resident in addition to existing lighting must not exceed 100 watts per fixture. Residents are not permitted to repair or replace permanent light fixtures in their room/flat under any circumstances. As a matter of safety we ask residents not to change light bulbs themselves, but to report blown bulbs to the Student Support Office.

33 Maintenance Emergencies

If there is an emergency situation after office hours, such as a flood, a shower that won't turn off or a room door that won't lock etc, please call Ara Security and ask for assistance. All other requests for maintenance/repair must be submitted via email or text to Debbie in the Student Support Office at Ara.

Any questions or concerns about after hour's emergency response should be directed to Ara Security, Student Support Office or the on-duty residential assistant (RA).

34 Modifications to Buildings and Rooms

Modifications to rooms, flats or any other part of Ōtautahi House such as installing shelves or hooks, adding new light fittings, changing light fittings, painting or repainting, or altering permanent fixtures are not permitted without the prior written approval of Management.

Modifications undertaken without prior written approval will be removed and/or repaired at the resident's expense and the resident will be subject to disciplinary action at Management's discretion.

35 Moving Out Procedures

One calendar month prior to the end of the academic year all residents will be requested to confirm the date they will be vacating their room/flat ("the vacation date") which must be prior to or on the last day of your contract date.

Residents must comply with the following procedures and requirements whilst moving out of their room/flat in addition to any other reasonable requirements posted by Management:

- all residents will be assumed to be vacating their room/flat on the last day of your contract unless the resident advises Management otherwise;
- prior to vacating a room/flat all fees and charges payable by the resident under the residential agreement must be paid in full, or arrangements satisfactory to Management made for their payment;
- if a pre-inspection of a room/flat is required they must be arranged with Management 14 days prior to the vacation date;
- subject to prior arrangement, Ara staff will inspect rooms/flats within 14 days of the vacation date and before the rooms/flats are reoccupied;
- upon vacating a room/flat it must be left in the same state of cleanliness and repair as it was in on the first day of occupation by the resident considering fair wear and tear and taking into account any notice the resident submitted to Management.
- all furniture and fittings within the room/flat must be left in the appropriate rooms and if any are damaged or missing they will be charged for in accordance with these rules; and

All personal belongings must be removed from rooms/flat on the vacation date and keys must be returned to Student Support Office at Ara. A \$30 fee for the cost of a key will be incurred for keys not returned.

36 Utilities

Management monitors utility usage throughout Ōtautahi House on a continual basis, and maintains practices in an attempt to keep utility charges to an absolute minimum. In order to ensure that utility charges remain low Management requests that residents keep their utility use to a minimum. Subject to the residential agreement, Management reserves the right to on-charge residents for excessive utility usage, where usage remains unreasonably high after a resident has been notified of excessive usage by Management.

37 Vacuuming

Vacuum cleaners are provided in all flats for the use of all residents. Ōtautahi House vacuum cleaners must be checked regularly by residents and emptied when the bag is full. If a resident notices that a vacuum cleaner is in need of repair they must advise Student Support Office either in person, by email or text. Any resident found to be abusing or deliberately misusing a vacuum cleaner will be charged for its repair or replacement. Vacuum cleaners are not designed to absorb liquid of any sort. Spare vacuum cleaner bags are held in the Student Support Office for you to collect as required.

Ōtautahi House Facilities

38 Information Communication Technology (ICT) and TV Facilities (New buildings)

ICT Services at Ara provide and operate a free wireless service in your accommodation areas for your use during your stay. This free service is an extension of the on campus wireless network is available for you to use while studying and staying at Ara. This is a wireless only service. Your standard login and password are all that is required to connect to the Ara-Ōtautahi wireless network. There is also a guest network available to support your visitors. Not all devices may support connectivity to this network and it is your responsibility to ensure the devices support and comply with the required wireless standards. Access is governed by the terms and conditions enclosed, the standard student rights and responsibilities (APP301a) and the Ara code of conduct for ICT Users (cpp105a).

- Ara Institute of Canterbury provides this system for authorized student use only; and
- Each student is responsible for data sent and received over this connection; and
- Sharing wireless access or your passcodes/login is forbidden; and
- Students must not attempt to bypass any security measures in place; and
- The use of peer to peer file sharing any running any form of server is prohibited; and
- Not all services or software will run on the connection; and it is the student's responsibility to ensure their devices work with this service; and ICT Services do not warrant or make any claims as to the services performance or suitability for video conference, streaming or online gaming and any other real time activities.

39 Laundry

Laundry facilities are available on Level 2 and Level 3 in A and B Blocks for resident use. The cost of repairing or replacing damaged laundry appliances and an administration fee of 20% of that cost will be charged to the person responsible for the damage or to all residents of Ōtautahi House if the person responsible cannot be identified. Faulty appliances will be repaired at no charge.

40. Mail and Communications

The primary means of communication within Ōtautahi House is by email, so it is important that you inform Management immediately of any changes to your email address.

General notices will also be posted by the Residential Assistants on the Ōtautahi House Facebook page and around Ōtautahi House.

Residents wishing to receive standard mail should use the mailing address listed in Ōtautahi House handbook. When parcels are delivered by couriers or NZ Post, they will be kept at Student Support Office at Ara and you will be contacted if you have a parcel or mail for collection.

While we accept mail from courier companies we do not accept any liability if the mail goes astray. Any arrangement to have mail delivered by courier is based on this understanding.

Facilities for purchasing stamps and posting letters and parcels are available from the post office.

41 Recreational Facilities

Ōtautahi House contains recreational facilities that are for the use and enjoyment of all residents of Ōtautahi House. Non-residents are also allowed to use the recreational facilities but only if accompanied by a resident. Management does not encourage the use of Ōtautahi House's recreational facilities by non-residents on a regular basis and reserves the right to restrict non-resident use.

Your Wellbeing

42 Absence from Room

If you expect to be absent from your Room for more than 48 hours, please inform your Residential Assistant and leave an emergency contact number. You do not have to tell the Residential Assistant where you are going, we just want to know how to contact you urgently if we need to, and so we will not worry. If you are detained away from Ōtautahi House for any reason, please contact the Residential Assistant. Should another resident or a Resident Assistant report to Management that you have not been seen for 48 hours and you have not advised us of your intended absence or there is a reason for concern, Management reserves the right and has the authority to enter your room/flat to check that you are okay. If you are reported as being absent for more than 72 hours, and we have no records of your whereabouts, Management will report you as a missing person to the Police.

If you are under 18 years of age we will also contact the person nominated as Guarantor in your residential agreement.

43 Alcohol and other Personal Issues

Personal issues, such as academic stress, alcohol abuse, depression and eating disorders may strain relationships in a living situation. It is both a resident's right and a resident's responsibility to seek help when such issues become disruptive. Studies on alcohol abuse within tertiary institutes show that there are significant secondary effects for flat mates and friends of those who drink excessively. A resident's concern about protecting a flat mate's privacy, where excessive

drinking is involved or otherwise, should not keep them from getting support personally or for that other person. If a resident is worried about a friend or if the behaviour of another resident affects the living habits of others, the resident should endeavour to seek help for that other person. Sources of help such as Ara Health Centre and Counselling services are listed under “handy phone numbers” at the back of Ōtautahi House handbook.

Ōtautahi House promotes a sensible and responsible attitude towards alcohol. The following parameters have been put in place in order to maintain a safe learning environment for all residents and in order to ensure a positive ‘drinking’ culture within our community where alcohol is being consumed. The consumption of alcoholic beverages is limited to Friday and Saturday nights until midnight (12am), or by prior arrangement with and approval by Ōtautahi House management. During this time you can choose to drink either in your own flat or in the shared courtyard. Please consider your community when making excessive noise in the shared space, see Section 15. If the nature of the gathering is an organised party or event involving more than a small gathering of residents then the party/event will need to be given prior approval; see Celebrations and Gatherings in the Ōtautahi House handbook. Alcoholic drinking games and other activities that promote binge drinking are not permitted at Ōtautahi House. If these parameters are breached Ōtautahi House staff and management (RA's included) have the right to confiscate alcohol and to instate a temporary or permanent alcohol ban at Ōtautahi House.

Where residents do not choose to engage in alcohol consumption, or in excessive alcohol consumption, there is a clear expectation by Ōtautahi House management that they be free from social pressure to do so. Residents are required to comply with any policy, parameter or guideline published by Ara which relates to the consumption of alcohol and will be in breach of their obligations under the Rules and their residential agreement if they fail to do so.

44 Candles/Incense

Due to risk to life and property, candles, torches, incense, shisha pipes and other open flame devices are strictly prohibited anywhere inside or around buildings in Ōtautahi House including in rooms and flats. Burning of the above devices is likely to set off the smoke detectors in your room/flat. Residents will be required to pay the cost of the fire brigade attending together with any charge imposed by Management if a false alarm occurs because of a resident's failure to comply with this Rule.

45 Conduct Issues

Residents and their guests in Ōtautahi House are to show respect for order, morality, personal honour and rights as members of Ōtautahi House community. Residents are responsible for their guests and will be held accountable, including financially (where applicable), for any act, omission or misconduct by their guests (including breach of the rules or non-compliance with directions given by Management to the guest). In cases of serious misconduct by a guest whilst at Ōtautahi House, Management may take action against the resident, including issues of a breach notice and/or termination of the residential agreement.

46 Discipline and Misconduct

Misconduct is an action or series of actions that breach your residential agreement, these rules, any laws or any other generally accepted standard of behavior. Depending on the nature of a resident's misconduct, Management is entitled to take the disciplinary action detailed in a resident's residential agreement and/or these rules and reserves the right to refer any occurrence of misconduct to Ara and/or the police if in their absolute discretion they determined that course of action is appropriate. Disciplinary action includes but is not limited to admonition, probation, community work, termination of a resident's residential agreement and the requirement for the resident to leave Ōtautahi House. Except in circumstances where Management do not consider it feasible (at its absolute discretion) for a resident to retain the right to reside in Ōtautahi House, a warning by email or in writing will describe the unacceptable behaviour, the right of Management to require the resident to leave Ōtautahi House and the steps which the resident must take to retain the right to continue to reside in Ōtautahi House. Should a resident fail to respond in an acceptable manner to an email or written warning and continue to behave in a manner that is detrimental to the well-being of Ōtautahi House community, the resident may then have their residential agreement terminated and be required to leave their room/flat and Ōtautahi House. In circumstances of serious misconduct, as determined by Management at its discretion, Management is not required to give any prior warning or notice of its intention to terminate a resident's residential agreement except if to do so would breach a specific term of the residential agreement or any legislative requirements.

A resident required to leave Ōtautahi House for disciplinary reasons will not ordinarily have the opportunity to return to their room/flat except via prior arrangement with Management and then only to collect the resident's possessions and under the supervision of staff. In the event that a resident is asked to vacate a room for disciplinary reasons, no fees will be refunded and the deposit paid by the resident in accordance with the terms of the residential agreement will be forfeited. If a resident has had their residential agreement terminated and been asked to leave Ōtautahi House, Management reserves the right to refuse to accept an application for residency in Ōtautahi House from that resident in the future for such time as it sees fit.

47 Drugs

The possession, cultivation, usage, or selling of any non-prescribed or illegal drugs and/or the possession of any equipment to aid the use of illegal drugs or substances is prohibited.

Any breach of this rule, in any form, by a resident is considered serious misconduct and as a consequence Management reserves the right to terminate a resident's residential agreement and also report the incident to the police. Ara has a good working relationship with the police and may from time to time have the police and drug detection dogs do a check of flats and facilities.

Any student found in possession of illegal drugs or substances will be referred to the police.

48 Emergencies

For any life-threatening emergency call '111' to summon fire, police or ambulance services. You will find these instructions on the wall in the living area of your Flat. False alarms waste the time of emergency services and will result in disciplinary action and the imposition of fines and charges. You are responsible for familiarising yourself with the location of alarms and firefighting equipment in your room/flat and with the emergency procedures for Ōtautahi House. Fire safety information is posted in all flats.

49 Evacuation

In the event of an evacuation, please report to your building's assigned emergency assembly point for further instruction from your assigned evacuation warden or residential assistant. Ōtautahi House is regularly inspected by the fire brigade for safety and fire code compliance. Residents are required to keep common areas clear of any items which may affect safe egress from buildings. Whenever Management encounter these obstructions or are informed of their presence, they will proceed to remove the obstructions to ensure fire code compliance.

50 Fire Alarms

Never assume that a building alarm goes directly to the fire brigade. Always call '111' in an emergency situation. If you are unsure what to do when you hear an alarm. The fire brigade is obligated to respond to any alarm regardless of the cause. Any resident found to have set off a false fire alarm, whether purposefully or because of carelessness, is responsible for any charges levied by the fire brigade and may also be subject to disciplinary action.

Never shower with your bathroom door open as excessive steam can set off a fire alarm.

51 Fire Equipment

Fire extinguishers are located in all kitchens. These are to be used for small fires only such as stove top fires where oil has ignited.

Used fire extinguishers must be returned to Ōtautahi House Student Support Office for immediate replacement. Fire equipment that is not in working order jeopardises the safety of all residents and as such Management will regularly be checking all fire equipment including fire extinguishers and hoses, fire alarm boxes, smoke detectors and exit signs.

It is against the law to tamper with fire equipment including removing or covering exit signs, damaging exit signs, altering the function of door closers, disabling or covering smoke detectors, discharging fire extinguishers for any purpose other than putting out a fire and doing anything that may compromise the proper functioning of fire equipment. Violators will be subject to substantial fines, possible criminal penalties and disciplinary action which may include termination of a resident's residential agreement.

Any fire equipment repair or replacement that results from resident misconduct will be charged to the resident(s) responsible. If the responsible party cannot be determined, the related damage will be charged to all residents of the building or flat as the case may be in equal shares.

52 Hazing/Initiation

Hazing is defined as any mental or physical requirement or obligation placed upon any person or group of persons which could cause discomfort, pain, fright, disgrace, injury or which may be personally degrading or which violates any Ara policy or law. Hazing in any form is completely unacceptable in Ōtautahi House. Any resident who is found to be involved in hazing will be reported to the appropriate authorities and will be subject to disciplinary action at the discretion of Management which may include immediate termination of their residential agreement and revocation of their right to remain in Ōtautahi House.

53 Insurance

Ōtautahi House assumes no responsibility for the personal property of residents and their guests. Residents should maintain insurance protection against loss and damage to or theft of personal property.

54 Noise

Every resident is responsible for the maintenance of good order and reasonable quietness in their room and flat. Residents must at all times show proper regard for others. Radios, televisions, stereos, musical instruments and other audio equipment should be adjusted so as not to disturb other residents of a flat or Ōtautahi House. Residents must at all times adhere to Ōtautahi House "Noise Policy", a copy of which is contained in Ōtautahi House handbook or can be obtained from Ara.

55 Inappropriate Behaviour

Management is committed to ensuring that anyone who is part of Ōtautahi House community treats, and is treated, at all times fairly and equitably, in an environment which is free of harassment and discrimination (whether by on-line means, such as email or via social networking sites, or otherwise).

All people have the right to be treated with dignity and respect, regardless of their sex, marital status, pregnancy, race, religion, disability, age, political beliefs, family responsibilities, parental status, sexual orientation, industrial activity, gender identity or physical features. Residents must not engage in any form of discrimination, bullying, intimidation and/or harassment of any kind to any person (by on-line means, such as email or via social media, or otherwise). Ōtautahi House will enforce a "zero tolerance policy" with respect to discrimination, violence and harassment of any kind to any person, details of which are set out in Ōtautahi House handbook or can be obtained from Ara. Any instances of discrimination or harassment are likely to result in disciplinary action, and in some instances, referral to the appropriate authorities.

Ōtautahi House recognises the sexual harassment policy of Ara, a copy of which can be obtained from Ara. Any obscene or harassing communications (including but not limited to written, signed, graphical, and spoken) or behaviours by a resident will be treated as a serious disciplinary issue by Management. Anyone receiving such communication should report it immediately to Student Support Office, who in turn will contact Ara security. Outside general office hours, report such occurrences to the Student Support Advisor or to Ara security.

Management also reserves the right to refer the matter to the appropriate authorities. Residents who have been victim of any form of harassment are advised to contact Ara's Health Centre & counselling service for support.

56 Guests

Guests must be accompanied by a resident at all times. Residents are held accountable and responsible for their guest's actions and any damage they might cause. Guests may stay for a maximum of two consecutive nights. Extended visits are not permitted and residents must not in any circumstances allow any other person to reside in their room or the flat common areas.

To ensure compliance with fire and safety regulations, and in consideration of the rights of other residents of a flat, the following procedures must be followed.

- All residents of a flat must be aware of a guest staying overnight and have given their approval to this;
- A guest must be accompanied at all times by a resident and must never be given a Room key; and
- A guest cannot stay more than two nights in any given period of seven days.

Any person found to occupy a room, where the above procedure has not been followed, will be deemed as unauthorised, and the resident of the room will be charged \$60 for each night the unauthorised person has stayed and will be in breach of their residential agreement. The unauthorised guest will be expected to vacate Ōtautahi House immediately.

A guest must leave Ōtautahi House immediately if requested to do so by Management whether or not the above procedure has been followed. Residents must ensure that any guest or other person who is in Ōtautahi House at the invitation of the resident or in the residents company complies with the rules and any reasonable directions given by Management and does not do anything which a resident is prohibited from doing under the Rules and their residential agreement.

57 Parties and Special Events

If a Flat has a party or other event, approved by the Student Support Office, residents are expected to clean up immediately following the event including spills, stains, removal of rubbish, restoring furniture to its proper configuration, vacuuming and cleaning surfaces. Liquids left on any surface overnight may cause extensive damage. Residents must at all times comply with any "party policy" that is in place for Ōtautahi House.

58 Political and Religious Views / Solicitation

Residents are encouraged to discuss and debate their political and religious views, however, no resident has the right to force their opinion and views on another in a way that is abusive or which causes physical or emotional harm or distress, and no person may be discriminated against or oppressed because of their beliefs. Solicitation is an uninvited or unwanted attempt to make contact with a resident for the purpose of promoting religious beliefs, engaging political views, or encouraging the purchase of items or tickets to an activity or event, or membership to a club or organisation. Solicitation is prohibited in Ōtautahi House.

59 Privacy and Quiet Enjoyment

All residents are entitled to privacy and quiet enjoyment in their rooms and flats, both from staff and other residents. Residents must be respectful of noise levels and allow other residents the degree of privacy they desire. When entering another resident's room or flat please knock on the door and do not enter uninvited. Resident assistants hold a set of keys when on duty to deal with lockouts and emergencies. Resident assistants are not permitted to open room doors for any reason without the permission of the occupier, except in emergencies. Any person requesting entry into another person's room will be denied access unless the occupier gives permission in writing.

60 Resident Assistants (RAs)

As part of the residential programme at Ōtautahi House a number of senior students assume the position of Residential Assistant.

The role of a residential assistant is to give support and advice to residents. Residential assistant's must respect the privacy of residents and residents must in return respect the privacy of Residential assistant's.

61 Security Issues

Ōtautahi House strives to provide its residents with a safe and secure atmosphere that is conducive to the academic life of each resident. Complacency often results in burglary, and we often think that "it will never happen to me" but when it does we are shocked and look to blame someone other than ourselves. With this in mind, there are several ways in which residents can further increase their level of security by:

- ensuring that your room/flat door closes and locks behind you when you enter or leave your room/flat;
- ensuring that building external doors are kept locked at all times;
- not propping open doors;
- disallowing people that you do not know from following you into a building;
- getting to know your neighbours;
- never lending your key to another person;
- not leaving windows wide open when you are not in your room/flat;
- not leaving money or valuables in full view when you are not in your room/flat, and
- by notifying the office or Ara Security if you notice any suspicious people or behaviour in or around Ōtautahi House.

62 Smoking

Ōtautahi House and Ara are non-smoking campuses - smoking of any substance is prohibited. This includes all internal and external spaces inside Ōtautahi House boundaries. If cigarette butts are found in the area surrounding Ōtautahi House buildings, residents of that building will be charged for their removal. Residents who wish to stop smoking should contact the Ara Health Centre and Counselling service for assistance.

63 Student Records

Management are bound by Ōtautahi House “Privacy Policy”, a copy of which can be obtained from Ara.

In signing your residential agreement, you have authorised Management to verify that you are a current student of Ara. It is a resident’s responsibility to ensure that Management has their up to date personal details. Residents can update their personal details held by Ōtautahi House by contacting the Student Support Office at Ara.

64 Trespassing

Unauthorised persons (including non-residents, uninvited visitors or any other person(s) deemed to be unauthorised by Management (at its absolute discretion) will be asked to and must leave Ōtautahi House. Any person whose behaviour is unacceptable, or who is behaving in a suspicious manner will be asked by Management to leave Ōtautahi House and if they do not leave Ōtautahi House will be trespassed. Unauthorised persons and residents who have been asked to leave but have not left Ōtautahi House after having their residential agreement terminated will be trespassed.

Management reserves the right to report all trespassers to the police.

65 Visitors

A visitor is defined as a person who is meeting with a resident for a short period of time, while a guest is defined as a person who is staying overnight with a resident. All visitors are required to leave Ōtautahi House by 12 midnight. Any visitor present in Ōtautahi House after midnight will be considered an “unauthorised person”. The unauthorised visitor will be expected to vacate Ōtautahi House immediately. Visitors are expected to adhere to Ōtautahi House rules and residents’ are responsible for their visitors actions at all times.

66 Weapons/Firearms

The possession of weapons (sword/knives etc) or firearms (guns etc), including but not limited to air guns, BB guns, air soft, archery equipment, slingshots, crossbows, replica firearms or toy guns that may be mistaken for genuine firearms, by a resident and/or their guests within Ōtautahi House is forbidden. If a resident is found to be in possession of a weapon or firearm, Management will take disciplinary action which may include termination of a resident’s residential agreement, confiscation of the weapon/firearm and also reserves the right to report the incident to the police.