



Charles Sturt
University

Three Rivers
Department of
Rural Health

Off-campus accommodation Code of Conduct

Revision 13

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Objective of this Code of Conduct

Three Rivers Department of Rural Health (Three Rivers DRH) is an alliance of consortium partners led by Charles Sturt University. This Three Rivers DRH Off-Campus Accommodation Code of Conduct sets out Charles Sturt University's required code of conduct for all Residents and visitors to any Off-Campus Accommodation. Through the act of accepting an accommodation offer from Three Rivers DRH, the Student indicates their understanding and acceptance of this Code of Conduct.

Acknowledgement

Charles Sturt University Three Rivers Department of Rural Health is funded under the Australian Government's Rural Health Multidisciplinary Training Program. In consortium partnership with the University of New South Wales, The University of Notre Dame Australia and Western Sydney University, Three Rivers DRH aims to improve the recruitment and retention of nursing, midwifery, allied health, and dentistry professionals in rural and remote Australia.

Acknowledgement of Country

We pay our respect to all First Nations elders both past and present from the lands where Charles Sturt University students reside. In particular, we acknowledge the Wiradjuri, Ngunawal, Gundungarra and Birpai peoples of Australia, who are the traditional custodians of the land where Charles Sturt University campuses are located.

threerivers.csu.edu.au

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Glossary

For the purpose of the Code of Conduct:

1. Building – the Off-Campus Accommodation building in which your bedroom is located.
2. Code of Conduct – this Three Rivers DRH Off-Campus Accommodation Code of Conduct as amended by time to time by Charles Sturt University and Three Rivers DRH.
3. Common Areas – the kitchen, bathrooms/s, lounge room, laundry, study areas, entrance hall and passages of Off-Campus Accommodation building and where applicable, any outdoor areas of the building including balconies, patios, decks, stairs, lifts, carparks, and any other areas of the building which are designated by Charles Sturt University or the Operator for shared use by all residents within the Building.
4. Charles Sturt University – Charles Sturt University which includes, for the purpose of the Code of Conduct, Three Rivers DRH.
5. Off-Campus Accommodation – all buildings, carparks, access ways, recreational areas and the immediate surrounds of all buildings associated with the provision of Three Rivers DRH off-campus student accommodation.
6. Operator – the management body of the Off-Campus Accommodation and/or any agent, officer, employee or contractor of the Operator, from time to time as appointed by Charles Sturt University which has the rights of Charles Sturt University and is Charles Sturt University's representative at the Off-Campus Accommodation.
7. Resident – means any Student authorised to stay in the Off-Campus Accommodation.
8. Residential Agreement – collectively the terms and conditions set out within:
 - Three Rivers DRH Accommodation Application
 - the Code of Conduct
9. Room - means the studio, one bedroom apartment or bedroom in a multi-bedroom building of the room type which you are entitled to occupy as a resident in accordance with the Residential Agreement.
10. Student – means any eligible health student of Charles Sturt University or another university who has been granted permission to utilise the Off-Campus Accommodation for the purpose of undertaking their clinical health placement.
11. Three Rivers DRH – Three Rivers Department of Rural Health being an alliance of consortium partners led by Charles Sturt University.

Residents Rights and Responsibilities

Residents Rights

As a Resident, you have the right to expect the following:

1. The ability to sleep and study free from undue interference, unreasonable noise, and other unreasonable distractions.
2. Personal privacy within the limits of the Off-Campus Accommodation.
3. A clean and safe living environment.
4. Freedom from bullying, violence, sexual harassment, discrimination and other forms of harassment.
5. Assistance and support from Three Rivers DRH and the wider Charles Sturt University.

Residents Responsibilities

As a Resident, you have a responsibility to:

1. Help maintain an environment conducive to academic study.
2. Treat fellow Residents and staff with respect, consideration, and cooperation.
3. Accord every Resident personal dignity and report incidents of bullying, violence, sexual harassment, discrimination and other forms of harassment to Operator staff, or Three Rivers DRH staff or Charles Sturt University staff.
4. Understand and comply with all Charles Sturt University and Three Rivers DRH policies and regulations as applicable including those that apply to all formally organised events both on-campus and off-campus.
5. Resolve personal and community issues in a calm and respectful manner.
6. Make informed decisions regarding the consumption of alcohol. If you choose to consume alcohol you are expected to do so in a responsible manner.
7. Exercise an individual commitment to personal and community safety and security, by not intentionally or recklessly placing yourself or other persons at risk.
8. Comply with reasonable requests from Charles Sturt University, Operator, security staff and contractors.

General Expectations

Residents are expected to:

1. Demonstrate the ability to advocate their own interests.
2. Fully accept responsibility for their own actions.
3. Respect the rights of others.
4. Demonstrate the ability to live independently.
5. Follow all reasonable directions of Three Rivers DRH, Charles Sturt University or the Operator.

Occupancy

1. Residents must only occupy the room which has been allocated to them by Three Rivers DRH or its representative.
2. Residents found to be living in an unapproved dual occupancy situation within the Off-Campus Accommodation will be charged for accommodation provided to extra residents, and will be subject to disciplinary action.
3. People found to be occupying rooms which they are not approved to occupy will be escorted from the Off-Campus Accommodation immediately.
4. Upon occupying a room, the Resident agrees to indemnify Charles Sturt University in full for:
 - a. any loss or damage to the Off-Campus Accommodation; and
 - b. any injury or loss suffered by a member of Charles Sturt University, other Residents or any other person arising from the action or inaction and for which he/she is held responsible whilst occupying the Off-Campus Accommodation.
5. Charles Sturt University does not accept responsibility for any loss or damage to a Resident's personal property. Residents are advised to arrange private all-risk insurance on possessions kept in their rooms. Residents are responsible for the security of their rooms at all times.
6. Charles Sturt University can direct the removal of any property from Off-Campus Accommodation.
7. Residents shall be responsible for maintaining the general tidiness and cleanliness of the room allocated to them and are expected to assist in maintaining general cleanliness and tidiness of all common facilities.

Cleanliness and Hygiene

Acceptable Room Condition

1. Any Resident whose room is in an unacceptable condition will be given 24 hours to return the room to an acceptable condition.
2. Charles Sturt University or the Operator will determine if a room is in an acceptable condition. Any room remaining in an unacceptable condition will be cleaned by a contractor and the Resident will be charged a fee in accordance with the charges applied by the contractor.
3. Any Resident who fails to maintain their room in an acceptable condition on a regular basis may be directed to vacate their room by Charles Sturt University or the Operator.
4. Furniture, furnishings and other Charles Sturt University property must not be removed from Resident rooms or common areas. Furniture from areas intended for general use are not to be taken into Resident rooms.
5. Residents are not permitted to bring into the Off-Campus Accommodation any item of furniture, whitegoods or heating appliance.
6. Residents are responsible for maintaining the cleanliness of personal bathroom areas located in ensuite rooms.

Cleanliness of Cooking Areas

1. Only areas designated for student residential kitchens may be used for cooking.
2. Residents are required to clean up after themselves after using cooking areas.
3. All cooking utensils are to be cleaned prior to storage.
4. Residents are responsible for maintaining the cleanliness of rooms with self-contained kitchenettes.

Cleanliness within General Residential Areas and Common Areas

1. Personal items should not be left in the common areas, bathrooms or laundries.
2. Residents are responsible for washing and storing dishes and cooking utensils. Any items left in any common area overnight may be removed and disposed of the following day by the cleaning contractor.
3. Kitchen, common areas, laundry and bathroom areas must be accessible for cleaning purposes at all times.

Building Security

1. Residents who lose or do not return the keys or access cards allocated to them will be charged a fee for replacement.
2. Residents are not permitted to have any key or access card copied.
3. Residents must ensure all bedroom and external doors are locked at all times.
4. Residents must not interfere with any building security mechanism or locking device.
5. Residents must not loan keys or cards to other persons to allow access.
6. Residents must not gain access or attempt to gain access through windows.

General Behaviour

1. Behaviour of an anti-social nature in the Off-Campus Accommodation will be considered a breach of this Code of Conduct. Anti-social behaviour is defined as that which might reasonably be considered to cause offence to another person and/or infringe upon the reasonable rights of a person.
2. Charles Sturt University or the Operator shall determine acceptable or non-acceptable standards of behaviour in the Off-Campus Accommodation.
3. The Off-Campus Accommodation community involves understanding and tolerance by all members of the community. At no time will harassment in any form be condoned. Where any alleged harassment is by a Resident who is a Charles Sturt University Student, Charles Sturt University's [Bullying, Discrimination and Harassment Prevention Policy](#) and the [Student Misconduct Rule 2020](#) will be applied to any circumstance brought to the attention of Three Rivers DRH staff, any other Charles Sturt University staff or the Operator staff. Residents are advised to make contact with staff from Three Rivers DRH or staff from the [Equity and Diversity Office](#) of Charles Sturt University should they be subjected to harassment at any time. Residents are also advised that community agencies including the Police are available to victims of harassment.
4. It is a breach of this Code of Conduct to take items from the common rooms.
5. It is a breach of this Code of Conduct to take items from a Resident's room without knowledge and consent of the occupant.

Noise

1. Residents must not make excessive noise between the hours of 10.00 pm and 10.00 am or at other times as directed by Charles Sturt University or the Operator. During these hours activities must be kept to a reasonable level so as not to disturb other Residents.

Maintenance

1. Residents have a responsibility to report to Charles Sturt University of any damage to their room that requires repair. This includes fair wear and tear and any damage caused by the Resident (whether intentional or not).
2. Maintenance work may only be carried out by authorized personnel of Charles Sturt University or the Operator.

Entry by Charles Sturt University Staff, Contractors and other Authorised Persons

1. No person or persons shall enter any bedroom other than their own without the authority of Charles Sturt University or the Operator, or the consent of the room occupant.
2. Charles Sturt University or the Operator has the right of entry to all areas of the Off-Campus Accommodation, including bedrooms, at any time without notice, where in the opinion of Charles Sturt University or the Operator, such action is warranted by:
 - a. a threat to the well-being of persons or property associated with the Off-Campus Accommodation;
 - b. the need to enter a Resident's room to attend to necessary maintenance or service requirements;
 - c. the need to conduct cleaning and sanitation requirements; or
 - d. at any other time as deemed necessary by Charles Sturt University or the Operator.

Vehicles

1. Charles Sturt University accepts no responsibility for vehicles, including motorcycles and bicycles used or parked on Off-Campus Accommodation lands.
2. All vehicles including motorcycles are to be parked in the designated parking areas.
3. Bicycles are not permitted inside the Off-Campus Accommodation buildings and should be stored in racks where provided.
4. Residents must not drive in a manner that is careless, dangerous and/or erratic.

Social Media

1. Inappropriate use of social media will constitute a breach of this Code of Conduct.
2. Online harassment of fellow Residents, staff of Three Rivers DRH, Charles Sturt University or the Operator, or any other person will be considered a breach of this Code of Conduct.
3. Online posts on residential social media of an anti-social nature will be considered a breach of this Code of Conduct. Anti-social behaviour is defined as that which might reasonably be considered to cause offence to another person and/or infringe upon the reasonable rights of a person. Charles Sturt University or the Operator shall determine acceptable or non- acceptable standards of online behaviour in the Off-Campus Accommodation.

Visitors

Approved residents may invite visitors into the Off-Campus Accommodation subject to the following conditions:

1. Visitors are only permitted at the off-campus accommodation between 9am to 9pm.
2. No overnight visitors are permitted in the off-campus accommodation. Any breach of this will be reported to Three Rivers DRH.
3. The resident host must accompany and is responsible for the visitor's behaviour at all times.
4. The resident host is liable for any damage to the property caused by the visitor.
5. If any resident or the resident host object to the behaviour of the visitor, the visitor should be requested to leave immediately. If the visitor does not leave, the fact should be communicated to Three Rivers DRH.
6. No keys are to be given to the visitor

Social Gatherings and Parties

1. A gathering or party is defined as an occasion where five (5) or more persons gather for a common social activity.
2. Gatherings must adhere to noise restrictions and other items as stated in this Code of Conduct.
3. If you choose to consume alcohol you are expected to do so in a responsible manner. Gatherings that support excessive alcohol consumption are not condoned.

Smoking, Drug & Alcohol Use and Prohibited Materials

1. Smoking on Charles Sturt University premises: [Part C-General conditions of use](#) of Charles Sturt University's [Facilities and Premises Procedure-Access, Use and Security](#) applies to all areas of the Off-Campus Accommodation and includes evidence of smoking (i.e. odour, ash, butts etc.). All areas of the Off-Campus Accommodation and immediate surrounds are included as prohibited areas for smoking and use of e-cigarettes.
2. The use of a smoking device, known as a 'hookah' or 'shisha' (or its equivalent), and preparation articles (i.e. coals, embers, etc.) for use within a smoking device is prohibited within the Off-Campus Accommodation and immediate surrounds.
3. Charles Sturt University's [Alcohol and Other Drugs Policy](#) applies to all areas of the Off-Campus Accommodation.
4. The cultivation, use, distribution or possession of drugs or drug paraphernalia is prohibited. Residents are not permitted within the Off-Campus Accommodation or immediate surrounds while under the influence of illicit drugs.
5. Charles Sturt University or the Operator may notify the Police on any occasion where Residents are known, or reasonably suspected to be involved in cultivation, use, distribution or otherwise promoting the use of illicit drugs.
6. Residents residing in Off-Campus Accommodation are expected to abide by the [Australian Drug Misuse and Trafficking Act](#). Residents found or reasonably suspected to be in breach of this Act may be reported to the Police.
7. The following items are not permitted in Off-Campus Accommodation:
 - a. firearms;
 - b. live ammunition;
 - c. fireworks; or
 - d. weapons described in Schedule 1 of the [Weapons Prohibition Act 1998](#)

Electrical Appliances and Fire Safety

1. Fire warning systems or firefighting and safety equipment are not to be handled by unauthorised persons except in the case of fire.
2. Naked flame appliances must not be operated or stored within the Off-Campus Accommodation (fitted gas stoves are excluded).
3. Candles, incense and oil burners are prohibited.
4. All electrical appliances used in the Off-Campus Accommodation must comply with the appropriate Australian authorities safety standards. Appliances must be used in accordance with the manufacturers' instructions.
5. All electrical appliances used in the Off-Campus Accommodation must be tested and tagged within defined timeframes by an approved compliant authority.
6. Power adaptors which are not fitted with a 'cut-out' switch are not permitted.
7. Power boards with a 10-amp cut-out switch may be used and must be tested and tagged within defined timeframes by an approved compliant authority.
8. Personal electric heating appliances may not be used at any time.
9. Charles Sturt University or the Operator may ban any electrical or other appliance without prior notice to the Resident.
10. Residents must not tamper, alter or otherwise interfere with any cabling, wiring, electronic door locks, heating and cooling controls, or other electrical AV or telecommunications infrastructure within Off-Campus Accommodation.

Pets

1. Animals must not be brought or kept on Charles Sturt University premises (including student residences and Off-Campus Accommodation) unless a relevant exemption applies.
2. Guide dogs will be permitted and are subject to approval by Charles Sturt University [Accessibility and Inclusion Support](#) and/or the Operator.
3. Accredited [Assistance animals](#), with current evidence of certification, may be considered subject to approval by Charles Sturt University [Accessibility and Inclusion Support](#) and/or the Operator.

Disciplinary Action for Breach of Code of Conduct

1. General.

- a. Consistent with Charles Sturt University policy, Residents will be subject to appropriate disciplinary action for breaches of this Code of Conduct.
- b. Charles Sturt University may levy a fine for any breach of this Code of Conduct.
- c. Fines, if applied, will be in addition to the cost, if any, of damages involved in the breach.
- d. Charles Sturt University may exclude a Resident from the Off-Campus Accommodation. These exclusions may be applied with or separate from any other disciplinary action.
- e. A fine may be imposed in addition to a cancellation fee when excluded from Off-Campus Accommodation.

2. Process if a Resident breaches Code of Conduct.

- a. Where there is an alleged breach of this Code of Conduct by a Resident, the Manager Three Rivers DRH (or his/her nominee) must send written notification to the Resident which must include the following details:
 - i. the allegation and details of the allegation regarding the breach of this Code of Conduct;
 - ii. the name of the person making the allegation (if appropriate);
 - iii. the preliminary enquiries made and the outcome of the enquiries; and
 - iv. a request that the Resident responds within a reasonable time frame.
- b. Following consideration of any response from the Resident, the Manager, Three Rivers DRH (or his/her nominee) will determine whether or not the Resident is found to have breached this Code of Conduct.
- c. If the Resident is found to not have breached this Code of Conduct, the Manager, Three Rivers DRH (or his/her nominee) will notify the Resident in writing to that effect and advise that no further action will be taken.
- d. If the Resident is found to have breached this Code of Conduct, the Manager, Three Rivers DRH (or his/her nominee) must send written notification to the Resident which must include the following details:
 - i. the details of the breach of this Code of Conduct;
 - ii. the penalty and any other costs to be imposed by Charles Sturt University; and
 - iii. if applicable, a reminder that a further breach of the Code of Conduct could warrant exclusion from the Off-Campus Accommodation.

3. Breach examples and indicative penalties.

- a. Consistent with Charles Sturt University policy, the following examples (which are not exhaustive) contain indicative fines applied for specific breaches of this Code of Conduct:
 - i. Fire Alarm/Equipment Activation or Tampering: a minimum fine of \$150 and a maximum fine of \$500 (depending on the seriousness of the offence), plus fire brigade and Charles Sturt University's costs. When offenders cannot be identified, all Residents will be liable to cover costs.
 - ii. Property Damage: Non-deliberate damage will result in the offender(s) being liable for rectification costs.
 - iii. Property Damage: Deemed deliberate – a minimum fine of \$50 up to a maximum fine of \$500 (depending on the seriousness of the offence) plus full costs of rectification.
 - iv. Smoking in Residences: a minimum fine of \$200 and a maximum fine of \$500 (depending on the seriousness of the offence).
 - v. Subletting: \$200 fine per day.
- b. Any other breaches of this Code of Conduct will be dealt with at Charles Sturt University's discretion having regard to the nature and type of the breach, and any costs incurred by Charles Sturt University to rectify the breach.
- c. If a Resident breaches this Code of Conduct more than once or Charles Sturt University considers that the breach is of such a serious nature to warrant exclusion, Charles Sturt University may, at its discretion, exclude a Resident from the Off-Campus Accommodation (current and future) and levy a cancellation fee, such cancellation fee to be calculated on the basis of 50% of the fee payable by the Resident.

4. Appeals.

- a. A Resident will have the right of appeal against the application of any penalty comprising fine, costs and/or exclusion. All appeals must be made via the Manager, Three Rivers DRH (or his/her nominee) and must be received within 7 days of notice of the penalty.
- b. Appeals must be based on a claim of error in one or more of the following:
 - i. fact;
 - ii. process; or
 - iii. severity of penalty.
- c. All appeals will be considered by an officer with Charles Sturt University's Division of Facilities Management who may uphold, vary or quash the decision made by the Manager, Three Rivers DRH (or his/her nominee), subject to any internal Charles Sturt University policy. Such a decision will be final and conveyed to the Resident in writing.

