



McGregor College



Concannon College



Steele Rudd College

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RULES OF RESIDENCY

CONTENTS

1. PREAMBLE	3
2. DEFINITIONS	3
3. RESPONSIBILITIES OF THE DIRECTOR	3
3.1 Scope of Responsibility	3
3.2 The Director May Delegate	3
4. ADMISSION TO THE COLLEGES	3
4.1 Eligibility	3
4.2 Selection and Admission Criteria	4
4.2.1 Students	4
a. Academic Performance	4
b. Suitability for Residential Life	4
4.2.2 Other Residents	4
4.3 Provisional Readmission	4
5. CONTRACTUAL OBLIGATION	4
5.1 Term of Contract	4
5.2 Termination by a Student	4
5.3 Termination by the Director	5
5.4 Suspension by the Director	5
6. RULES INVOLVING FEES	5
6.1 Residential Fees Payable	5
6.2 Extension to Pay and Treatment of Arrears	5
6.3 Financial Commitment	6
6.4 Termination, Suspension or Exclusion of Residency	6
6.5 Absence from College and Fees Reduction	6
6.6 Residency during Semester Breaks	6

7.	RULES APPLYING TO SOCIAL BEHAVIOUR	6
7.1	Noise Generation	6
7.2	The Dining Hall	7
7.2.1	Appropriate Dress	7
7.2.2	Utensils	7
7.2.3	Meals	7
	a. Illness	7
	b Late Meals	7
7.3	Smoking	7
7.4	Discrimination and Harassment	7
8.	DRUGS AND ALCOHOL	7
8.1	Possession of Unlawful Substances	7
8.2	Alcohol	7
8.2.1	General Approach	7
8.2.2	Observance of the Law	7
8.2.3	Where Alcohol may be Consumed	8
8.2.4	Responsibility of the Individual	8
8.2.5	Responsibility of the Director and the Collegiate Team	8
9.	INTERNET USAGE	8
10.	VISITORS	8
10.1	Responsibility of the Host	8
10.2	Unacceptable Behaviour	8
10.3	Visitors Staying in Colleges	8
10.4	Meals Taken by Visitors	9
11.	COHABITATION	9
12.	EVENTS AND PARTIES	9
13.	FIREARMS AND FIREWORKS	9
14.	FIRE-FIGHTING EQUIPMENT	9
15.	DAMAGES	9
16.	ILLNESS OR INJURY	9
17.	CARS, MOTORBIKES, PUSHBIKES	10
18.	ANIMALS	10
19.	RULES CONCERNING DISCIPLINE IN THE RESIDENTIAL COLLEGES	10
19.1	Responsibility of Director	10
19.2	Notice to be given	10
	19.2.1 Summary Termination/Suspension	10
	19.2.2 Other Circumstances	10
19.3	Responsibilities of the Collegiate Team	11
	19.3.1 Scope of Responsibility	11
	19.3.2 Authority in Respect of Matters of Discipline	11
20.	OTHER INFORMATION	11

1. Preamble

The rules for the management and operation of the Residential Colleges are made pursuant to Part 6 of the University of Southern Queensland Act (1998) as amended.

2. Definitions

In these Rules, unless the context or subject matter otherwise indicates or requires:

- a. 'Council' means the Council of the University of Southern Queensland
- b. 'Advisory Committee' means the committee established for each College to provide a forum for consultation between students, the Resident Students Club and the members of the Collegiate Team.
- c. 'Residential Colleges', or 'College' means the buildings known as McGregor College, Steele Rudd College and Concannon College together with the buildings (residential or otherwise) and their precincts or other premises on the University campus which are under the management and control of the Director from time to time;
- d. 'Director' means the Director of Residential Colleges;
- e. 'Manager' means the Manager (Residential Life) of the Residential Colleges;
- f. 'Collegiate Team' means the members of the resident staff of the Colleges and includes the Manager, the College Coordinators and Resident Advisors of each College;
- g. 'Resident' means any person permitted to reside in the Residential Colleges for whatever period of time;
- h. 'Resident Student' means a resident who is an enrolled undergraduate or post graduate student of the University;
- i. 'Cohabitation' means the practice of two or more persons residing in a single room for more than two (2) consecutive nights.
- j. 'Visitor' means any invited guest of a resident who does not normally reside at Residential Colleges.

3. Responsibilities of the Director

3.1 SCOPE OF RESPONSIBILITY

- a. The Director is responsible immediately to the Pro Vice Chancellor (Student Management) for the implementation of these rules within the general framework established by the University Council for the governance and management of the Colleges.
- b. Pursuant to (a), the Director may develop and implement rules, guidelines and procedures not inconsistent with these Rules as may be required from time to time to give effect to policies of the University in relation to:
 - i. Equal opportunity
 - ii. Harassment
 - iii. Drugs and alcohol
 - iv. Occupational Health and Safety
 - v. Smoking
- c. Further information about the University policies listed above may be accessed through the USQ Policy Library (<http://policy.usq.edu.au/portal/custom/home.html>).

3.2 THE DIRECTOR MAY DELEGATE

Except that the authority to exclude or suspend a resident may not be delegated, the Director may delegate to the Manager and the Collegiate Team such authority and responsibility as may be appropriate for the good management of the College community and its environment.

4. Admission to the Colleges

4.1 ELIGIBILITY

- a. Any student who proposes to attend or has been admitted by the University as an undergraduate or graduate student is eligible to apply to enter the Colleges as a resident student and having entered, may apply to continue their residency ("readmission").

- b. The Director may admit staff of the University, visiting scholars and others in accordance with these Rules.

4.2 SELECTION AND ADMISSION CRITERIA

4.2.1 STUDENTS

The Director may apply the following criteria to applications from eligible students:

a. Academic Performance

- i. Where the demand for places exceeds supply, students seeking initial admission may be selected competitively on the basis of their Year 12 results or other appropriate information.
- ii. As a general rule, students who are residents seeking readmission should have successfully completed 75% of their enrolled units in the semester immediately prior to their semester of readmission.
- iii. The Director has the discretion to determine if a resident student or prospective resident student who has a lower level of academic achievement should be admitted or readmitted.

b. Suitability for Residential Life

- i. Irrespective of academic performance, a decision about admission or readmission will take into account whether or not a student is suitable for residential life.
- ii. The Director has the discretion to refuse readmission or suspend any student who persistently breaches or fails to respond adequately to guidance and counselling in relation to alcohol or other behavioural problems or would otherwise on the recommendation of the Manager be deemed unsuitable for living in the College community.

4.2.2 OTHER RESIDENTS

- a. A decision about admission of persons other than students will take into account whether or not the person is suitable for living within the residential community.
- b. Pursuant to (a), the Director has the discretion to refuse readmission to any person judged unsuitable for living in the residential community.

4.3 PROVISIONAL READMISSION

'Provisional' means that the student concerned will, during the subsequent semester, exhibit and sustain such improved performance either academically or socially, as to justify continuation of their residency beyond that semester.

5. Contractual Obligation

Any student accepting a place in a Residential College is required to enter a formal contractual agreement with USQ effective by completing and submitting the Payment Slip/Agreement Form ("Residential Agreement"). Any student applying for readmission is requesting a variation to the Residential Agreement to extend the term of the Residential Agreement by one further semester of the applicable Academic Year which can be accepted by USQ by notice to the student.

5.1 TERM OF CONTRACT

- a. The student shall undertake to remain in Colleges for no less than the full semester applied for or as otherwise specified in the University Handbook from time to time, excluding the mid semester break and if applying for readmission, excluding the end of semester break.
- b. If a destruction or force majeure event occurs, the University may at its discretion decide to terminate the Residential Agreement which will require students to seek alternative accommodation arrangements without any right to compensation or refund. A destruction or force majeure event is any of the following events, any event of natural disaster or other serious event which is beyond the reasonable control of the University including where any space is unfit for occupation or use by the College community; strikes; riots; civil commotion; equipment breakdown; or orders, resumptions or requisitions of governmental authority.

5.2 EARLY TERMINATION BY A STUDENT

- a. A student may terminate the Residential Agreement by giving at least two weeks prior notice in writing. If a student fails to take up their residency or leaves without giving the two weeks notice of termination, then the student is deemed to have terminated the Residential Agreement as at the semester's commencement date or date of departure and the equivalent of two weeks residency fees will be charged as an additional administrative cancellation fee.
- b. An administrative cancellation fee equivalent to two weeks residency fees applies to any termination by a student.

- c. In the event that a student terminates their Residential Agreement, no refunds of residency fees will be made for their early departure nor any release made from their liability for full semester fees save where any one of the following apply:
- (1) the student's room or the room of the reassigned current student resident (in the event that the student's room is re-assigned to another current student resident who makes successful application to substitute the room allocated to them) is re-let within two weeks of the termination. In the event that the student's room is reassigned to another current student resident but the current student resident's room is not re-let within the two weeks of the termination, then if the room of the reassigned student resident is less expensive than the student's room, the Director shall apply a reduction in the full semester fees so that the applicable rate is the remaining vacant room. There is no obligation on the University to pursue or prioritise the re-letting of any room vacated by any student and any decision as to any re-letting will be at the sole discretion of the University.
 - (2) the student can establish by written application grounds for exemption as follows:
During the semester:
 - i. the student becomes no longer an enrolled student of the University; or
 - ii. the University changes the enrolment status of the student from on-campus to complete external studies, and resides more than 30 kilometres from the Toowoomba Town Hall; or
 - iii. the University defers the student's enrolment to another semester or year, or the student has taken an approved Leave of Absence; or
 - iv. the student is able to substantiate altered and extenuating circumstances justifying their termination of their contract with the University by means of independent supporting documentation.
 - (3) the Director exercises his/her discretion to waive or refund any part of or all of the semester fees, in which circumstances the University shall give notice to the student of the release of liability or refund of semester fees for the relevant amount and period of the semester fees as applicable.
- d. Any release or waiver of a student from their contractual obligations made in accordance with this rule 5.2c.(1) or (2) will be subject to the written approval of the Director.

5.3 TERMINATION BY THE DIRECTOR

The Director may terminate a contract with a resident/student for residential accommodation in accordance with Rule 19.

5.4 SUSPENSION BY THE DIRECTOR

The Director may decide to suspend or exclude a resident/student from College for a period of time to be determined, in accordance with Rule 19.

6. Rules Involving Fees

6.1 RESIDENTIAL FEES PAYABLE

- a. The amount of fees payable and the conditions applying to their assessment and payment or refund shall be as approved by Council.
- b. Any person being admitted to the Colleges shall pay the fees in advance as prescribed in the Schedule of Fees.
- c. Any person seeking a refund or waiver of fees or charges must apply in writing to the Director.

6.2 EXTENSION TO PAY AND TREATMENT OF ARREARS

- a. In extenuating circumstances, a student may apply to the Director for an extension of time in which to pay fees, charges or other expenses by completing the Application for Extension of Time to Pay Residential Fees and Charges form. The Application form must be completed and submitted to the Residential Colleges Office prior to the due date of the fees. A request for an extension of time will generally only be granted up to 14 days from the due date of the fees.
- b. When fees have not been paid by the due date, and an Application for Extension of Time to Pay Residential Fees and Charges form has not been submitted, an overdue notice will be issued and a non-refundable administrative fee (as prescribed in the Schedule of Fees) will be charged.
- c. Students with fees which are in arrears by 14 days or more, or have breached the conditions of an extension of time to pay, are referred to Financial Services and placed in the hands of the University's debt collection agency. Other penalties and restrictions will also be applied in accordance with the USQ Financial Management Practice

Manual (Credit Control and Debt Management). Such penalties or restrictions include:

- i. being excluded from USQ Residential Colleges
- ii. having results withheld
- iii. having Academic Transcripts withheld
- iv. being prevented from graduating
- v. being prevented from enrolling in future semesters

Note: if a student is excluded due to non-payment of fees, the student will still be liable for the payment of the full semester's fees.

- d. The University recognises that occasions may arise in which students find they are unable to finalise their financial commitment to the University by the payment due date. In extenuating circumstances, the Director has the discretion to waive penalties, restrictions and administrative fees.

6.3 FINANCIAL COMMITMENT

- a. Any student accepting a place in the Colleges will in accordance with the requirement to remain in the Colleges for a full semester be liable for the payment of the full semester's fees unless they qualify for exemption under Section 5.2.
- b. In the event that a resident student fails to meet their commitment under this rule, the Director is empowered to take all the reasonable steps to recover the amount owing including the withholding of academic results and formal debt collection processes through the University debt collectors.

6.4 TERMINATION, SUSPENSION OR EXCLUSION OF RESIDENCY

Where the student has had their residency terminated pursuant to these rules, the student will still be liable for the payment of the full semester's fees. Suspension or exclusion pursuant to these rules does not entitle the student to any refund or reduction of fees.

6.5 ABSENCE FROM COLLEGE AND FEES REDUCTION

A student may apply for a reduction of fees from the full rate to a room only charge under the following conditions:

- a. The student is required to be absent from campus for at least a full week to participate in authorised academic programmes, for medical reasons, or extenuating circumstances.
- b. Applications for fees reduction under this rule must be supported by written confirmation from the Faculty or medical practitioner or other independent documentation as appropriate to substantiate the reason for the absence and its duration.
- c. That the fees adjustment is subject to the approval of the Director or the Director's delegate.

6.6 RESIDENCY DURING SEMESTER BREAKS

The Director may approve that a resident student be permitted to occupy their room during semester breaks under the following conditions:

- a. Students needing to maintain continuity in their residency for the full semester or academic year including semester breaks:
 - i. should return the vacation accommodation form by the due date;
 - ii. will pay the weekly rate appropriate to their normal residential fee;
 - iii. are charged a casual daily rate where they remain in residence for four days or less during breaks.

7. Rules Applying to Social Behaviour

7.1 NOISE GENERATION

Residents must respect the rights of other individuals at all times. A reasonable level of noise is acceptable up to 10pm. After this time, a quieter environment is expected and the noise level should not be heard outside a resident's room. Residential Colleges also recognizes a "Low Noise Policy" during the lead up to, and including, examination periods. All stereos and other sound equipment must be accompanied by a set of headphones for those wanting to listen to loud music.

7.2 THE DINING HALL

7.2.1 APPROPRIATE DRESS

All residents must be tidily and appropriately dressed at all meals. Footwear must be worn at all times. Collegiate staff may exclude from the Dining Hall any resident or visitor whose dress does not meet the standard required by the College.

7.2.2 UTENSILS

All residents are required to return their utensils to the servery area before leaving the Dining Hall.

7.2.3 MEALS

No meals may be removed from the Dining Hall or kitchen areas unless approved for the following purposes:

a. Illness

A resident may take their meal in their room if they are unable because of illness to attend the Dining Hall.

b. Late Meals

- i. Late meals are not an option for convenience and will only be given when a resident cannot attend the normal mealtime due to sporting commitments, lectures or work.
- ii. A request for the provision of a late meal may be made by completing a late meal slip at breakfast of the morning the late meal is required.

7.3 SMOKING

Pursuant to the University's policy, smoking is not permitted in:

- a. all University buildings; verandahs attached to buildings; interconnecting covered walkways; building undercrofts; emergency fire stairs; University vehicles; and certain outdoor areas.
- b. To comply with this requirement, smoking is prohibited within five (5) metres of any University building.

Further details on the USQ Smoking Policy can be accessed on line at <http://policy.usq.edu.au/portal/default/detail/smoking/>.

7.4 DISCRIMINATION AND HARASSMENT

- a. The University of Southern Queensland is actively committed to protecting the rights of both students and employees to achieve their full potential in an environment which values and affirms diversity and is free from discrimination, harassment, victimisation and vilification. The University will take all reasonable steps to ensure that employees and students will be treated fairly and with dignity and respect whilst working or studying at the University.
- b. As outlined in the Code of Conduct and the Student Charter of Rights and Responsibilities, individuals are responsible for making themselves aware of and adhering to University policy on all forms of discrimination and harassment.
- c. Discrimination and harassment will not be tolerated at the University of Southern Queensland under any circumstances and may in fact be unlawful under State or Commonwealth law.

8. Drugs and Alcohol

8.1 POSSESSION OF UNLAWFUL SUBSTANCES

- a. Residents shall not keep or have in their possession or control in the Colleges any substance or article the possession of which is forbidden by the Law of the State of Queensland or the Commonwealth of Australia.
- b. Subject to the principles of natural justice, any infringement of this rule will be immediately investigated and may result in the matter being reported to the Police and the suspension or expulsion from the Colleges of the resident.

8.2 ALCOHOL

8.2.1 GENERAL APPROACH

- a. The consumption of alcohol at social occasions may be permitted subject to the approval of the Director or the Director's delegate.
- b. The undue reliance on alcohol for recreational purposes by individuals or groups will not be permitted. This includes the consumption of alcohol at social events arranged by the residential community.

8.2.2 OBSERVANCE OF THE LAW

- a. Persons under the legal age prescribed by the State of Queensland shall not be served alcohol nor permitted to consume alcohol in the Colleges.
- b. Where alcohol is provided or sold on College premises, the storage, sale and consumption of alcohol shall comply with the requirements of the liquor licensing legislation of the State of Queensland.

8.2.3 WHERE ALCOHOL MAY BE CONSUMED

- a. Residents of legal age may consume modest amounts of alcohol in their rooms.
- b. The consumption of modest amounts of alcohol in small social groups in Common Rooms may be permitted.
- c. Drinking games in public spaces (common rooms, outdoors) are not permitted.
- d. Except where authorised by the Director or the Director's delegate, alcohol shall not be sold, taken into or consumed in, the Dining Halls.

8.2.4 RESPONSIBILITY OF THE INDIVIDUAL

Residents are required to be responsible in their use of alcohol in the Colleges. The consumption of alcohol will not be accepted as reasonable explanation or absolve accountability for unacceptable behaviour or damage to property.

8.2.5 RESPONSIBILITY OF THE DIRECTOR AND THE COLLEGIATE TEAM

- a. Members of the Collegiate Team are authorised to take all reasonable action in accordance with Rule 19 of the Rules of Residency to manage any situation within the residential community involving the consumption and use of alcohol. If residents do not respond appropriately to requests made by the Collegiate Team, USQ security may be contacted to assist with the situation.
- b. Where a resident student continues in the excessive use of alcohol or unacceptable behaviour arising from the consumption of alcohol, the Director or any person delegated by the Director may counsel the student or refer the student to the appropriate services.
- c. Where a student fails to respond in accordance with (b) and pursuant to Rule 19 of the Rules for Residency, the Director may suspend or require the student to leave the Colleges.

9. Internet Usage

- a. Student residents who have their own computers are provided with free broadband access to the USQ student computer network, including the Internet. There is a free monthly Internet quota allowance from bedrooms, however, any usage above the free allowance will be charged to the student. It is the students' responsibility to monitor their usage – Information Sheets on how to check Internet usage are available from the Administration Office or online from the Residential Colleges website.
- b. Residents are required to comply with the ICT Standard for the Use of ICT Resources available at <http://www.usq.edu.au/ict/standards>.

10. Visitors

10.1 RESPONSIBILITY OF THE HOST

Any resident receiving a visitor into the Colleges is held responsible for ensuring that the visitor respects the ethos, customs and rules of the Colleges and respects the rights and property of other residents, the Colleges and the University.

10.2 UNACCEPTABLE BEHAVIOUR

- a. Where a visitor is, in the opinion of a member of the Collegiate Team, not behaving in a manner consistent with the Rules of Residency, and does not respond to the counsel of the Collegiate Team member, the Collegiate Team member has the authority to ask a visitor to leave and take all necessary and reasonable action to ensure the person leaves the College precincts.
- b. The resident who is the visitor's host shall be held liable for any damage to property caused by their guest.

10.3 VISITORS STAYING IN COLLEGES

- a. The College Coordinator may permit a visitor to stay overnight in a resident's room under special circumstances.
- b. No guest will be permitted to stay for more than two consecutive nights or on a regular or frequent basis.

- c. Permission for an overnight stay must be obtained in advance and the fee paid, including linen or other services requested.

10.4 MEALS TAKEN BY VISITORS

Any meals taken by a visitor must be paid for and consumed in the Dining Hall. Late meals will not be provided for visitors.

11. Cohabitation

- a. The practice of cohabitation on College premises is not allowed.
- b. Residents not complying with this rule and who fail to respond to counsel to do so, will be required to leave the Colleges.

12. Events and Parties

- a. Residents may organise and hold private events on College premises under certain conditions. Residents must submit a 'Private Event Application' form to the College Coordinator at least one week prior to the event date. In some cases, the College Coordinator may require the resident making the application to complete a risk assessment. Permission for an event may be declined if the nature of the event is determined to present unacceptable risks, or if the event occurs at a time in the semester that may impact on the welfare of residents (e.g. during exams).
- b. Any resident authorised by the College Coordinator to hold an event will be held responsible for proper conduct of the occasion, including noise control, behaviour of participants and post-event clean-up. A cleaning fee will be charged if additional cleaning services are required.
- c. Private parties will be held only on Friday and Saturday nights and will end at 11pm.

13. Firearms and Fireworks

- a. Firearms and other weapons are not permitted to be kept on College premises under any circumstances.
- b. Fireworks and flammable liquids are not to be brought to the Colleges.

14. Fire-Fighting Equipment

- a. Residents shall not interfere with fire-fighting equipment including setting off fire alarms.
- b. Any residents responsible for creating a false alarm will pay the cost of the Fire Fighting Unit call out and, if deliberate, may be required to leave the Colleges immediately and unconditionally.

15. Damages

Any individual (and this includes a resident in the case the resident is responsible as host for the other individual) who damages or causes damage to College property, by intentional or negligent action will be liable to the University for the cost of or their proportionate cost of restitution, apportionment (if any) to be in the discretion of the University. Residents of a Block are deemed equally responsible for damage to College property when damage is to a Block common area in the event the University cannot identify the individual or individuals responsible for the damage.

16. Illness or Injury

- a. Any illness or injury to a resident must be notified to a Resident Advisor immediately.
- b. Any resident requiring hospitalisation or needing a medical doctor to attend them, must contact a Resident Advisor immediately.
- c. Residents are requested to inform the Manager of any illness or disability that might seriously threaten their health or their capacity to live in College, including any issue which may affect the health or well-being of others.

- d. The Director, Manager and the Collegiate Team are authorised to take what action is deemed necessary under the circumstances confronting them to ensure the safety, health and welfare of any resident or others present in the College community. This includes calling an ambulance and referring a student to a hospital even in the event that the student is reluctant to cooperate.

17 Cars, Motorbikes, Pushbikes

- a. Noisy cars and motorbikes are not to be driven within College premises.
- b. Speed signs, parking signs and marked parking areas are to be complied with.
- c. Motor vehicles may not be driven over lawns.
- d. Pushbikes are not to be left in corridors in residential blocks.

18. Animals

- a. Animals may not be kept in the College.
- b. Residents should not encourage stray animals to remain in the Colleges by feeding them.

19. Rules Concerning Discipline in the Residential Colleges

19.1 RESPONSIBILITY OF DIRECTOR

- a. Pursuant to Rule 3, the Director may in respect of any offence or breach of Residential Agreement in the Residential Colleges, take the following disciplinary action:
 - i. counsel and/or reprimand a resident;
 - ii. require a resident to make restitution or reparation; or
 - iii. after consultation with the Collegiate staff, exclude or suspend a resident from the Colleges.
- b. In respect of an appeal against termination or suspension, the Director may be required to respond to the outcome of an appeal and take action in accordance with the decision.

19.2 NOTICE TO BE GIVEN

19.2.1 SUMMARY TERMINATION/SUSPENSION

- a. If in the opinion of the Director, the circumstances of a breach of the Residential Agreement by a resident are such that the immediate exclusion or suspension of that resident from the Colleges is required, the Director may forthwith exclude or suspend that student from the Colleges or terminate the Residential Agreement or both.
- b. Any student excluded or suspended or whose Residential Agreement is terminated by the Director under this rule shall:
 - i. be given notice in writing together with the reasons for the termination, suspension or exclusion;
 - ii. be required to vacate the College immediately;
 - iii. have the right of appeal to the Pro Vice Chancellor (Student Management) within seven (7) days.
 - iv. still be liable for fees, as per rule 6.4.

19.2.2 OTHER CIRCUMSTANCES

- a. Where a student fails to respond in accordance with Rule 19.1 and the Director concludes that termination of the resident's contract is necessary, the Director shall:
 - i. notify the student in writing of the termination of the Residential Agreement specifying the effective date and reasons for the termination.
 - ii. advise the student in writing of their right to appeal against the decision of the Director in writing to the Pro Vice Chancellor (Student Management) within seven (7) days of being given notice by the Director.
 - iii. where a student elects to appeal against the decision, not take any action to exclude the student until the appeal is determined by the Pro Vice Chancellor (Student Management).

- b. Any student whose Residential Agreement is terminated under this clause shall vacate the College from the effective date unless they have lodged an appeal and remain liable for fees, as per rule 6.4.

19.3 RESPONSIBILITIES OF THE COLLEGIATE TEAM

19.3.1 SCOPE OF RESPONSIBILITY

The Collegiate Team through the Manager shall be responsible to the Director for engendering a viable residential community including where needed, maintaining the discipline of the Residential Colleges in accordance with these rules.

19.3.2 AUTHORITY IN RESPECT OF MATTERS OF DISCIPLINE

- a. Breaches of discipline will in the first instance be approached by gaining the student's cooperation willingly, by counselling and guidance.
- b. In the event the approach prescribed in 19.3.2 (a) is ineffective, the Collegiate Team may in respect of any breach of discipline in the Residential Colleges:
 - i. Take whatever action is reasonable and necessary at the time to ensure the proper welfare and safety of students and College property;
 - ii. Refer the matter to the College Coordinator or Manager as appropriate for resolution.
 - iii. In general, an educative approach is adopted when dealing with discipline issues. The College Coordinator or Manager may place a resident on formal warning for a period of time (e.g. a term, semester).
 - iv. Residents who contravene the conditions of a formal warning, or who are found responsible for a significant breach of the Residential Agreement or College or University policy, will be referred to the Director for appropriate disciplinary action. This may include suspension or exclusion of the resident from the Colleges, unless cause is explained and warranted.

20 Other Information

Residents should refer to the Residential Colleges Handbook for further information about staying at Colleges. The Handbook is available online from the Residential Colleges website (www.usq.edu.au/accommodation/currentresidents) or from the Administration Office. The information in the Handbook about Booking in and Out shall apply to these Rules of Residency as does any other information contained therein that set out obligations of the resident student.