

THE CATHOLIC COLLEGE  
OF ST. RAPHAEL AND ST. PAUL

Annual Residential Contract 2010

Full name of Resident			
St Raphael's Wing. St Paul's Wing. New Building. (Circle One)	Student No.		

**Fee Agreement:** I agree to pay the weekly charge of \$..... per week for the .... weeks of The Catholic College of St Raphael and St Paul contracted term as well as any other fees or penalties applied by FFA Pysmart should I default on a payment. All other fees will be paid by either cash, cheque, credit/debit card or direct debit and it will be my responsibility to do so. I also agree to the terms and conditions contained on the back of this page.

<b>Contact Details for person responsible for account:</b>			
Name and relationship to student			
Permanent home address	Number & Street, Suburb, City, State, Postcode and Country.		
Postal address (if same write 'as above')			
Telephone Numbers (inc. area code)	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Home</td> <td style="width: 50%; border: none;">Mobile</td> </tr> </table>	Home	Mobile
Home	Mobile		
Email Address			
<p><b>Any refunds or rebates will, where possible, be deposited into the account from which your fees have been paid. If this is not possible you will receive a refund by cheque.</b></p>			

<b>GUARANTEE</b>	
I _____ of _____	_____
<i>(Full name of Guarantor or Adult Resident)</i>	<i>(Street Address)</i>
_____	_____
<i>(Town)</i>	<i>(State) (Post Code)</i>
_____	_____
<i>(Home Telephone No)</i>	<i>(Work Telephone No.) (Mobile Telephone No.)</i>
_____	_____
<i>(Email Address)</i>	<i>(Current Occupation) (Relationship to Applicant eg Parent, Guardian etc)</i>
<p>Hereinafter called 'The Guarantor' DO HEREBY GUARANTEE payment to <b>The Catholic College of St. Raphael and St. Paul</b> within James Cook University of all money which now or may be or which may become payable on any account whatsoever to the said <b>The Catholic College of St. Raphael and St. Paul</b> by:</p>	
_____	_____
<i>(Full Name of Resident)</i>	<i>(Full Address)</i>
<p>who is to be a resident member of <b>The Catholic College of St. Raphael and St. Paul</b> and I agree that the said <b>The Catholic College of St. Raphael and St. Paul</b> shall be at liberty to regard me as the Principal debtor in respect of the said money and shall not be obliged to take action first against that member. I also agree to the terms and conditions on the back of this page.</p>	
_____	_____
<i>(Signature – The Guarantor)</i>	<i>(In The Presence of Witness) (Signature of Witness)</i>
_____	_____
<i>(Name in Full – Please Print)</i>	<i>(Name in Full – Please Print)</i>
Dated this _____	Day of _____
<i>(Day and Date, eg. Monday, fifth)</i>	<i>(Month and Year)</i>
<b>College Representative</b> _____	<b>Date</b> _____
<i>(Name and Signature of College Principal)</i>	

**PLEASE SEE OTHER SIDE FOR IMPORTANT INFORMATION**

Definition: The Catholic College or the College refers to The Catholic College of St Raphael and St Paul.

## **POLICIES AND PROCEDURES**

College Policies and Procedures are summarised in the college handbook and stated in detail in the Policies handbook located in the college office.

## **CODE OF CONDUCT**

For any community to be in good harmony, a spirit of care and concern for the common good must prevail. Of course individuals have certain rights and expectations but these should not infringe on the reasonable comfort and needs of others in the community.

As you settle into student life at The Catholic College you are encouraged to contribute to the varied aspects of University and College life since academic success is often facilitated by participation in cultural and sporting activities alongside a balanced social life.

The Catholic College community has a special quality of commitment and friendliness. The size of The Catholic College allows all residents the opportunity to meet other people from diverse backgrounds and to make and maintain positive relationships. The Catholic College actively promotes a harassment free social climate.

The Catholic College Council and the Administration responsible for residential life in College, has attempted to keep regulations and rules to a minimum – those requirements which are necessary are outlined in the College Handbook. Please note, the Handbook has been revised to incorporate and make compatible the expectations of The Catholic College. Each resident is advised to study these regulations to ensure that they are able to function effectively both academically as a student and courteously as a person in residence at The Catholic College. In cases where a Catholic College policy does not exist to cover an emerging issue, the relevant policy pertaining to James Cook University will be assumed to apply.

## **RESIDENCE**

Occupancy at The Catholic College is under 'licence', that is the right to utilise a room in accordance with the Contractual Regulations and Guidelines of the College. (The Residential Tenancies Act does not extend to colleges except to the issue of Security Bonds.) Special contractual conditions may be attached in specific situations and these will be signed by a specific resident and the Principal or Assistant Principal.

The Catholic College is based on a fixed term residency of either 18, 34, 35 or 40 weeks, within the period of the university academic year. Your contract term will be inserted on the front page of this document. Residence at the College is contracted for the whole of the contract term offered, unless special arrangements are made with the Principal or Assistant Principal. Exemptions to this requirement are not normally given and Residents reneging on contracts will be charged the entire amount owing to the College. However, the Principal may, for sufficient reason, waive the above (transfer to another College or to private accommodation will not be regarded as sufficient reason). If the resident obtains approval from the Principal or Assistant Principal to withdraw (or is expelled) up to eight weeks' fees are payable from when they leave the college or the balance of the academic year (if less than eight weeks).

The readmission of any resident to The Catholic College for the successive parts of the year, or for subsequent years, is always dependent upon overall satisfactory performance (academic and behavioural) during prior residency. Therefore, with your consent, the University will release your exam results to the College each semester. Your consent will be implied unless you notify us otherwise.

With due consideration for other residents of the Colleges, visitors may be entertained. Such visitors must leave the residential building by 11 pm. A charge is levied for guest meals.

No resident will be readmitted to the College at any time unless all monies owing to the College are first paid in full or unless arrangements satisfactory to the College for the payment of such monies have been made.

## **FEES**

Fees should be paid as soon as they become due. If special circumstances exist, the matter must be discussed with the College Administration and acceptable payment arrangements made. Any resident who has not discharged their fee commitment in full will not normally be permitted to remain in College. Unpaid fees will be placed in the hands of a debt collection agency. Fees may also be paid in advance for the semester, or when paid for the whole year they will attract a discount.

In cases where parents provide financial assistance, please ensure that they have full knowledge and acceptance of the Fee Agreement, and that they are responsible for all items charged by the student to that account.

Provided that the application is lodged in advance, rebate of fees will be allowed for genuine absences from the College. You should consult the 2010 Fee Schedule for full rebate details. Keys must be handed in to either the office or the key return box before departure in order to receive the rebate.

The College Council reserves the right to review the fees from time to time, and to adjust the fees when necessary, even during the Academic Year.

A non-refundable annual Entrance Fee is required of each student at the commencement of residency at The Catholic Colleges. Fridge Fees and Telephone Line Rental are non-refundable.

Should there be a loss of equipment from, or damages to, a resident's room, fair 'wear and tear' excepted, the cost of replacement or repair will be a charge against the resident's Security Bond. Where loss or damage has occurred in a communal area of the resident's College, fair 'wear and tear' excepted, and the responsibility cannot be traced, The Catholic Colleges is at liberty to direct the cost of replacement or repair as a charge on the accounts of all resident's on the floor concerned or the whole College depending on the particular circumstances of the damage and as determined by the Principal or Assistant Principal. Any damage to the College's property must be reported without delay. Residents may be held responsible for such damage. Damage in excess of the resident's Security Bond will be invoiced to the resident's accommodation account.

## **LEGAL REGULATIONS**

The use or possession of illegal drugs will result in immediate dismissal from the college.

Any action by a resident that could amount to a criminal offence, including vandalism, may also result in immediate dismissal or a suspension from the college.

The reasonable use of alcohol is permitted in the Colleges within the privacy of individual study bedrooms and other areas as approved from time to time by the Principal, Assistant Principal or a Residential Life Supervisor. Any anti-social behaviour is a breach of College Policy and is unacceptable. Anti-Social behaviour will result in disciplinary action being taken. Being drunk will not be seen as an excuse, but rather as a second offence. NOTE: The distribution of alcohol to persons under 18 years of age is ILLEGAL. The brewing or distilling of any alcoholic beverage is not permitted on college property.

Smoking is not permitted within any College building or within four metres of a building doorway. The use of candles or incense burners or any open flames are not permitted within any building. The installation of air cooling devices is prohibited without the approval of the Principal or Assistant Principal. Cooking appliances are not permitted in catered student rooms.

One of the fundamental purposes of The Catholic College is to provide a supportive academic environment where serious study may be carried out at reasonable times. Residents must not create unnecessary noise likely to disturb the study or sleep of other students (Refer to the College Handbook for details.). The University has a noise code concerning excessive noise – excessive noise disturbs the rights of others. If the noise code is infringed, restrictions/penalties (These may include monetary fines and/or community service type penalties.) will be imposed upon those in breach of the policy.

Any form of harassment, that is, where a person engages in behaviour toward another by which they could possibly be offended, humiliated or intimidated, will not be tolerated. The basic elements of harassment are coercion by one person and unwillingness on the part of the other. Serious action will apply against offenders. (Refer to the College Handbook.)

In the interest of safety and/or in the event of an emergency, when direct contact with a student might need to be made, it is essential that anyone intending to be absent from the College overnight informs the Administration. If possible, information as to where they might be contacted should be advised.

**IN THE EVENT OF A BREACH OF ANY OF THE ABOVE OR A REPEATED FAILURE TO OBSERVE THE CODE OF CONDUCT, THE PRINCIPAL OR ASSISTANT PRINCIPAL, THROUGH THE DISCRETIONARY POWERS VESTED IN HER/HIM BY THE COLLEGE COUNCIL, HAS THE RIGHT TO IMPOSE SUCH PENALTIES AS DEEMED FIT. THIS INCLUDES THE RIGHT TO TERMINATE THE RESIDENTIAL CONTRACT OF THE STUDENT. OTHER PENALTIES MAY INCLUDE FINES AND/OR COMMUNITY SERVICE.**

The College Handbook outlines the process of addressing any grievances relating to staff or other residents.

Variation: Any of the foregoing rules may be waived, varied OR ADDED TO with special permission of the Principal/Assistant Principal in writing.

**PRIVACY ACT: The Catholic College of St. Raphael and St. Paul abides by the Diocese of Townsville Privacy Statement which is bound by the National Privacy Principles established by the Federal Privacy Commission and is set out in the Act. Personal details that you provide to us will be used to assist in the administration of The Catholic College, and, with your consent, may be used in promotional materials and to provide you with information about development, reunions, newsletters and other matters concerning The Catholic College. Your consent will be implied unless you notify us otherwise. As per the Privacy Statement, you have the right to request access to your information and make updates and corrections as necessary.**