

Student Village Accommodation Agreement

Welcome! We hope you enjoy your stay! You will find a strong sense of student community here and we encourage you to get to know your fellow students and settle in. There are several pastoral care services to support you, including:

- A dedicated Student Accommodation Team to support your stay at the Student Village
- Several Student Support Services available to you through the EIT campus if needed.
- 24-hour security for your safety and security.
- Should you have a concern or complaint or just wish to provide feedback on any improvements for us to consider, you can make these directly to the Manager's email, or the Provider's email as set out below.

Accommodation Provider and Manager Details	
Name and email contact of Accommodation Provider	Eastern Institute of Technology 501 Gloucester Street, Taradale, Napier 4112
Name and email contact of Accommodation Manager	Jo Bird jlbird@eit.ac.nz
Student's Details	
Full Legal Name of Student	
Date of Birth	
Preferred Name	
Student's Email Address:	
Student's Mobile Number:	
Next of Kin / Nominated Contact Person	
Mobile Number:	
Relationship to Student	
Physical Address:	
Their email Address	

Accommodation Details

Address of Accommodation	EIT Student Village. 470 Gloucester Street, Taradale, Napier 4112	Room number	
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Accommodation Agreement Summary

- ✓ Weekly rent: \$225 to end 2025.
- ✓ Bond (two (2) weeks rent equivalent) Refundable on departure subject to there being no outstanding repairs, replacement of broken chattels, or rent arrears
- ✓ Payment Terms: Rent is payable 10 weeks in advance
- ✓ Minimum Stay: ten (10) weeks. If the student chooses to terminate their tenancy during the initial 10-week term, they may remain liable for the full rent due for that 10-week period.
- ✓ Agreement Duration: This agreement is valid until the end of the current semester.
- ✓ Renewal: We will contact you toward the end of the semester to ask if you would like to renew for a further semester.
- ✓ Early Departure: If you wish to leave after the tenth (10)-week minimum term but before the semester ends, you will need to give a minimum of two weeks' notice.
- ✓ Eligibility: This accommodation is for students primarily in their first year of study at EIT.

The rent must be paid on time and in advance into

Account Name: Eastern Institute of Technology, Hawke's Bay, New Zealand

Account Number: 03-0631-0007233-84

Swift Code: WPACNZ2W

Bank: Westpac Banking Corporation

Address: 277 Gloucester Street, P O Box 7141, Taradale, New Zealand

Reference: Your Name/Villa or Flat number

This agreement shall commence on / /

to the end of the current semester / /

Tenancy Renewal and Termination Conditions

The student's tenancy may be eligible for renewal provided the following conditions are met:

- a. all rent payments are up to date;
- b. there are no outstanding disciplinary matters; and
- c. the Manager, at their sole discretion, approves the renewal, considering accommodation demand from newly enrolled students.

The Manager reserves the right to terminate this Agreement at any time during either the Initial Term or any Renewed Term if the student breaches the terms of this Agreement or the House Rules. In such cases, any rent already paid will not be refunded.

The following is provided and included in the rent: power, internet, kitchen facilities, communal lounge area, recycling facilities, monthly clean of communal areas, laundry facilities (Dryers are coin operated), rubbish bin and key for room, wardrobe, bed, chest of drawers, table, chair, heating.

Execution

NOTE: by entering into this Agreement, you are entering into a contract for student accommodation. Student accommodation is not regulated by the Residential Tenancies Act, it is regulated by the House Rules, attached. The attached House Rules provide a clear guideline for you, the student, as well as the other students living in this accommodation, as to expected behaviour. By signing this Student Accommodation Agreement, you acknowledge that you have read, understood, and agree to comply with the Agreement and its corresponding House Rules.

Signed under delegated authority by the **Provider**
or by the **Manager** as agent for the Provider

Signed by the **Student**

Signature:.....

Signature:.....

Name:.....

Name:.....

Title:.....

Title:.....

Date:

Date:

Student Village House Rules

1. Introduction

- 1.1. The Provider is committed to ensuring all students who reside in student accommodation have a positive experience and the Provider is further committed to complying with their obligations under these house rules.
- 1.2. Students are required to make themselves familiar with and to comply with these house rules.

2. Scope

- 2.1 These house rules apply to the student living in the student accommodation, the details of which are recorded in the Student Accommodation Agreement above.

3. Purpose

- 3.1. The purpose of these house rules is to ensure the students living in the accommodation know their rights and understand their responsibilities while living in the accommodation, and the consequences of breaching those responsibilities.
- 3.2. These house rules also seek to provide assurance to all other students living in the accommodation that poor behaviour by a student in the accommodation will not be tolerated, will be taken seriously, and will be actioned appropriately.

4. Concerns and Complaints

- 4.1 If a student has any concerns about any matter whatsoever regarding their accommodation, or another student in the accommodation, they should immediately raise this with the Manager or the Provider, whose details are set out in the Student Accommodation Agreement above.
- 4.2 Where the student has a concern or complaint about the Manager, the student should immediately raise this with the Provider, whose details are set out in the Student Accommodation Agreement above.
- 4.3 Where the Provider or the Manager has any concerns whatsoever about the student, the Provider or the Manager will, in the first instance, take all reasonable steps to discuss these issues directly with the student.
- 4.4 The student acknowledges and agrees that the Provider and the Manager may discuss their concerns or issues relating to the student with each other and with the next of kin/nominated person named above, where this is deemed by the Manager or the Provider to be necessary. The student further agrees to the Provider or the Manager sharing the student's personal information with any relevant third parties e.g. a health professional, where the Provider or the Manager considers this necessary for the health, safety or welfare of the student.

5. Rent

- 5.1. Students must pay their rent on time and in advance by direct credit into the bank account number recorded in the Student Accommodation Agreement.
- 5.2. Students must immediately contact the Manager where they have missed a rent payment, to discuss how they intend to remedy their rent arrears.
- 5.3. Where a student's accommodation is for a fixed term, and the student wishes to terminate their accommodation during that fixed term, the student may be liable for the full rent amount of their fixed term period - at the sole discretion of the Provider and/or the Manager.

6. Bond

- 6.1. A bond, as shown in the Student Accommodation Agreement, will be collected by the Manager from the student prior to the accommodation commencing.
- 6.2. The Manager will refund the Bond to the student in full upon final inspection of their room, subject to there being no outstanding repairs, replacement of broken chattels, or rent arrears.
- 6.3. Where there are repairs, replacement of broken chattels or rent arrears, the Manager will notify the student of the cost, deduct this sum from the Bond, and claim the balance (if any) from the student.
- 6.4. The student may not ask for their Bond to cover any rent arrears.
- 6.5. Where a student disputes any matter relating to the Bond, including an amount proposed to be retained to cover the costs of repairs, they should immediately put their concern in writing for the Manager to promptly investigate and respond.

7. Rooms, Inspections, Access

- 7.1. The Manager may move a student to a different room where the room they are occupying is deemed more suitable for another student or students.
- 7.2. Students may not sublet, share or transfer their room to anyone else.
- 7.3. The Accommodation Team will undertake monthly inspections of the student's room upon giving the student reasonable notice.
- 7.4. Student's privacy will be respected at all times; however, the Accommodation Team may enter a student's room at any time where there are reasonable grounds to believe:
 - a. that there is or has been illegal activity carried out; or
 - b. that there may be a health and safety risk; or
 - c. that there has been a significant breach of any of these house rules; or
 - d. in the event of an emergency.

- 7.5. Where a contractor is required to undertake repairs or maintenance in a student's room, the student will be given reasonable notice. The Manager cannot guarantee however the actual date and time of the contractor's arrival.
- 7.6. The Manager will ensure that if the student is not in their room when a contractor arrives to undertake repairs or maintenance in the student's room, that the contractor is accompanied by the Manager or another staff member.

8. Keys and Security

- 8.1. The student will receive one key for their room/villa and this key will be required to be returned upon termination of their accommodation.
- 8.2. Students must keep the accommodation secure at all times by ensuring that any lost keys are immediately reported to the Manager; keeping their bedroom door always locked; and ensuring the main entrance door shuts and locks behind them.
- 8.3. Any student who locks themselves out of their room or the accommodation outside of Office hours (which are 8am-4pm Monday to Friday excluding public holiday) and requires assistance will need to contact Armourguard (details on Villa Notice Board) to be let in may be charged for this service. Other charges may also be incurred if keys have been lost and locks are required to be changed.
- 8.4. Security guards may patrol the Student Village grounds at night and record interactions with students on his video badge.

9. Furniture and Chattels

- 9.1. Students may not change the decorative finish to any part of their room or to any part of the accommodation, without authority.
- 9.2. Students may not remove furniture or any other chattels from the accommodation or their room.
- 9.3. All furniture must be left in its original position upon the student vacating their room.

10. Conduct

- 10.1. Students may only use the accommodation and their room for residential student accommodation purposes.
- 10.2. Students will dispose of all rubbish in the bins provided and not leave rubbish lying around in their room or in the communal areas - noting that this can be a health hazard and bring vermin. The rubbish bin provided in the room for each student is to be regularly emptied by the student into main rubbish bins located in communal areas.
- 10.3. Students may not hang banners, flags or similar in any windows or on the outside the accommodation.
- 10.4. Students may not hold any parties in the accommodation or on the property surrounding the accommodation.

- 10.5. Students will take care not to cause excessive or unnecessary noise, noting they may be sharing the accommodation with other students who may also have work and study responsibilities.
- 10.6. All noise will be kept to an absolute minimum between 10.00 p.m. and 8.00 a.m.
- 10.7. Students must not disturb, disrupt, distress, annoy, harass, inconvenience, use abusive language or cause any other form of nuisance to the other students, to contractors, to the public, or to the Manager or the Provider.
- 10.8. Students must not act in any way that would bring the reputation of the accommodation, the Manager, or the Provider into disrepute.
- 10.9. Students may not bring into the accommodation, or onto the property surrounding the accommodation, any pets or living animals (except a certified disability assist dog).
- 10.10. Fireworks are prohibited.
- 10.11. Theft of any kind will not be tolerated. This includes food and items belonging to other students or to contractors.
- 10.12. Student 's will ensure they raise all complaints and issues with the Manager in the first instance. If the complaint involves the Manager, students must raise their complaint with the Provider.

11. Visitors

- 11.1. Students are responsible for the behaviour and conduct of their visitors, including suspected theft by a visitor.
- 11.2. Any breach of these house rules by a student's visitor, will be the responsibility of the student, and deemed to be a breach by the student.
- 11.3. Any costs incurred for damage caused by a visitor will be the responsibility of the student hosting the visitor.
- 11.4. Visiting hours are between 9.00 a.m. and 9.00 p.m. Visitors are not permitted to stay overnight in the accommodation.
- 11.5. Visitors may be refused entry into the accommodation at the Manager's sole discretion.
- 11.6. Unaccompanied visitors will be refused entry into the accommodation.
- 11.7. Overnight visitors are not permitted in the Student Villas without prior written approval from the Student Accommodation Manager. Approval may be granted for a maximum of two consecutive nights, and only if all current Villa residents have been informed and agree to the stay. This must not become a regular occurrence. Repeat or extended guest stays are not permitted under any circumstances.
This policy exists to protect the comfort, privacy, and safety of all residents, and to ensure shared living arrangements remain respectful and inclusive.

12. Alcohol, Drugs, Smoking and Illegal Activity

- 12.1. Students may not bring or consume drugs into the accommodation or onto the property surrounding the accommodation.
- 12.2. Intoxicated and obnoxious behaviour will not be tolerated.
- 12.3. Students may not carry out any illegal activity in the accommodation or on the property surrounding the accommodation.
- 12.4. Students may not bring firearms, parts of firearms, or any other dangerous or offensive weapons, including replica firearms or weapons, into the accommodation or onto the property surrounding the accommodation.
- 12.5. The accommodation has a smoke (and vape) free policy. Students may not smoke or vape in the accommodation. Smoking and vaping may be permitted outside in designated areas, but students must dispose of cigarette butts responsibly.

13. Cleanliness

- 13.1. Students must tidy up and clean up after themselves when using the shared facilities e.g. the kitchen, its utensils, pots and crockery; the bathrooms; the common room; the corridors, the stairwells.
- 13.2. Students must always keep their room clean and tidy and empty their rubbish bin regularly.
- 13.3. Upon termination of this accommodation, students must leave their room in the condition that it was at the commencement of their accommodation.
- 13.4. Students will make their room available for cleaning, repairs and maintenance, and inspections upon receiving the required notice from the Manager.

14. Damage

- 14.1. The student will immediately notify the Manager when they become aware of any damage to the accommodation or its furniture or chattels.
- 14.2. Students must not cause any damage to the accommodation or its furniture or chattels. Damage includes wilful acts or omissions, as well as negligence. Any student who causes damage, including damage caused by pins and tape on walls, will pay the costs of the damage.
- 14.3. Students may not undertake any alterations or installations, including installing tv aerials or satellite dishes.

15. Health and Safety

- 15.1. Students may not allow their health to constitute a serious risk to themselves or to others.
- 15.2. Students will declare all personal health matters that may constitute a risk to themselves or others, to the Manager.

- 15.3. Students may not cause or allow any obstruction to occur in the shared facilities, including the doorways.
- 15.4. Students may not put anything harmful, or which is likely to cause a blockage, down any toilets, pipes or drains.
- 15.5. Students may not throw or drop anything from the windows or doors in the accommodation.
- 15.6. When required, all students will immediately show proof of identification.
- 15.7. Students will immediately advise the Manager if they see any pests or rodents, or evidence of pests or rodents, in their room or in or around the accommodation.

16. Electrical Safety

- 16.1. Students may not use or bring into the accommodation any electrical appliances or cooking equipment such as microwaves; deep fat fryers; adaptors; power leads; electric rings; mini-induction cook tops; hobs; fridges; freezers; electric blankets that have been purchased outside of New Zealand as these appliances may not be compatible with New Zealand's voltage system and may not comply with New Zealand's electrical safety standards and may be a fire risk.
- 16.2. Students may bring and use computers and mobile devices into the accommodation, but only if they meet New Zealand's electrical safety standards.
- 16.3. Students will not interfere with electrical wiring or electrical equipment in the accommodation.
- 16.4. Students must not overload electrical circuits.
- 16.5. Students may not use their own electric heaters, paraffin heaters, halogen heaters or gas heaters in the accommodation.
- 16.6. Students may not use irons or kitchen appliances (including rice cookers and kettles) in their room.
- 16.7. The Manager will not be responsible for any damage or injury caused by a student's own electrical equipment.

17. Fire Safety

- 17.1. Students will immediately dial 111 and call for the New Zealand Fire Service where they witness a fire.
- 17.2. Students will not cover any smoke detectors or remove the batteries from any smoke detectors.
- 17.3. Students will not abuse the fire alarm or any safety systems or equipment.
- 17.4. Students will not improperly activate a fire alarm.
- 17.5. Students will comply with all fire training that they are asked to participate in at the accommodation.
- 17.6. Students will only use fire exits in an emergency.
- 17.7. Fire exits must be always kept clear.

17.8. Candles, naked flames, joss sticks or anything else that may cause a fire hazard are prohibited inside.

18. Insurance

18.1. Neither the Provider nor the Manager will be responsible for any loss or damage suffered to property or vehicles belonging to students.

18.2. Insurance cover for personal property and vehicles is the responsibility of individual students.

19. Vehicles, Bicycles, Parking

19.1. Students may not keep a bicycle in their room.

19.2. The Manager will advise where there is parking for bicycles, cars, mopeds and scooters outside the accommodation.

20. Termination

20.1. If a student chooses to terminate their tenancy during the initial 10-week minimum term, they may remain liable for the full rent due for that 10-week period. After completion of the initial 10 weeks, students must provide a minimum of two weeks' written notice prior to departure.

20.2. Upon termination and vacating, students will leave their room, and all chattels provided in the same order and repair as at the commencement of their accommodation.

20.3. Students must remove all their personal items and rubbish prior to vacating their room and the accommodation.

20.4. Check out must be completed by 12.00pm (midday).

20.5. All personal items left behind after a student has vacated or abandoned their room will be disposed of by the Manager and neither the Manager or Provider will be responsible for any loss arising from such disposal.

20.6. The student must return their keys upon termination of their accommodation.

20.7. If the Manager terminates a student's accommodation during the fixed term for a breach of the Student Accommodation Agreement or these house rules, no refund of rent paid will be given.

21. Breaches and Penalties

21.1. The Manager will take all practicable steps to notify the student where the Manager becomes aware of an alleged breach of any of these house rules, or the law, by the student.

21.2. The student is expected to engage with the Manager positively and constructively upon receiving notification of a Breach, by providing the Manager with a verbal or written statement, where the student disputes the allegations made against them. The student should also provide documentation such as photos, emails, screen shots of text messages, statements from others, where these are available and directly support the student's verbal or written evidence.

21.3. After carefully and fairly considering all of the evidence, including the student's verbal or written statement, other supporting documents and the circumstances of the Breach as a whole, if the Manager or the Provider is satisfied that the student has breached these house rules, the law or other policy, the Manager or the Provider may issue the student with a notice requiring the student to remedy their Breach within 3 working days - or such other time frame considered reasonable in the circumstances and as notified to the student in writing.

21.4. The Notice will include:

- a. A specific and detailed description of the student's Breach that has been alleged; and
 - b. the clause in these house rules, the law or other policy, that the student has breached; and
 - c. the specific actions and or payment required by the student to remedy their Breach.
- a. Where a student is unable, unwilling, or fails to adequately or appropriately comply with the terms of their Notice, or remedy their Breach as outlined in their Notice, the Manager or Provider may impose one or more of the penalties listed below:
- b. Terminate the student's Student Accommodation Agreement, with the student having 24 hours to vacate the accommodation.
 - c. Issue a written warning notifying the student that any further breaches of these house rules may result in more serious action being taken e.g. termination of their accommodation with 24 hours to vacate.
 - d. Change the locks.
 - e. Confiscate prohibited items.
 - f. Refer the matter to another agency e.g. the Police.
 - g. Recover:
 - i. unpaid rent;
 - ii. unpaid costs for replacing keys or chattels;
 - iii. unpaid costs for damage repairs and/or cleaning;
 - iv. unpaid costs for disposing of abandoned property or rubbish;
 - v. unpaid costs incurred with recovering debt.

21.5. Where a Breach committed by a student is considered deliberate, malicious and/or serious e.g. where there is actual or potential harm to property or injury to person; the Manager or the Provider may immediately terminate the student's Student Accommodation Agreement, and the student will have 24 hours to vacate.