

## Terms and conditions of student accommodation

### 1. Interpretation

In these Terms and Conditions:

“Student Accommodation” means all student halls and student quarters on the EdUHK campus, except for temporary student bed places in Senior Staff Quarters and Operational Staff Quarters.

“EdUHK” or “University” means The Education University of Hong Kong or an office designated by The Education University of Hong Kong to manage the student accommodation.

“Warden” means the Warden of a student accommodation. He/She is normally a concurrent academic staff authorized by the EdUHK to reside in a student accommodation and is the overall-in-charge of the student accommodation he/she is responsible for.

“Senior Tutor” means a staff of EdUHK who is authorized by the EdUHK to reside in a student accommodation to assist the Warden of that student accommodation to perform his/her duties, and to act on behalf of the Warden during his/her leave.

“Hall Tutor” means a student authorized by the EdUHK to reside in a student accommodation to assist the Warden of that student accommodation to perform his/her duties.

“Hall Affairs Officer” means a staff authorized by the EdUHK to reside in a student accommodation or Operational Staff Quarters to perform functions and duties in relation to the daily operation of a student accommodation.

“Resident” means a student of EdUHK who has accepted an offer of residence and is residing in a student accommodation during a residential year.

“Paid Period” means the period of residence as stated in the offer letter of student accommodation.

### 2. Compliance with Terms and Conditions

A Resident, includes summer resident and affiliated member, shall observe and comply with these terms and conditions, with the residential regulations, with any reasonable order of the Warden, and with the general regulations of EdUHK.

### **3. Admission to Student Accommodation**

- 3.1. Application for a student accommodation shall be made in the manner prescribed by the University. Provision of false information in the application may lead to disqualification of the application and/or disciplinary action.
- 3.2. The University shall, in accordance with currently approved regulations and procedures, admit Residents for a residential period as may be decided appropriate.

### **4. Payment of Accommodation Charges**

Each Resident shall pay the accommodation charges in accordance with the rates of charges and the general conditions and methods of payment for the time being in force.

- 4.1. A penalty of HK\$200 would be levied onto a Resident who neither settled the payment nor applied for defer of payment by the payment due date.
- 4.2. If the Resident did not take the necessary action stated in 4.1 above, the case would be referred to the Warden who would issue him/her a warning letter which would be copied to the Registry's student record.
- 4.3. If the Resident ignored the warning letter, the Warden might decide whether to forward the case to the Director of Student Affairs.
- 4.4. Upon receipt of the case, the Director of Student Affairs would consider whether to forward it to the Student Disciplinary Committee.

### **5. Privileges of Resident**

A Resident who has paid all appropriate accommodation charges or who has been permitted by the University to make a deferred payment, shall be entitled to reside in the student accommodation and use its facilities during the paid period.

### **6. Visitors**

- 6.1. A Resident may invite visitors to his/her campus accommodation subject to residential regulations.
- 6.2. A Warden may prohibit any visitor or any person not being a Resident from entering the student accommodation, ask him/her to leave the student accommodation, or permit him/her to remain in the premises at any time.

### **7. Responsibility for Injury and Damage**

- 7.1. The Resident shall make good or pay on demand any damage to furniture, fittings, fabric, facility and property of the student accommodation for which he/she is responsible, normal wear and tear excepted.
- 7.2. The University shall not be responsible for any loss of or damage to any property,

goods, articles or things whatsoever brought into the student accommodation by the Resident or other Residents/visitors.

7.3. The University shall not be responsible for any injury sustained by the Resident or other Residents/visitors as a result of any act or omission of the Resident or other Residents/visitors inside the student accommodation.

## **8. Inspection of Rooms or Flats**

The Warden or his/her authorized representative of a particular student accommodation reserves the right to authorize entry into any rooms/flats in that student accommodation with or without prior notification to ensure proper care, maintenance and safety of the facilities, to make necessary repairs and inspections, and to investigate any suspected violations of residential regulations. Efforts will be made as far as possible to give advance notice when room/flat entry is necessary.

## **9. Vacating Room and Removal of Property**

Immediately after the termination of residency, a Resident shall vacate the room/flat and remove all personal property therein. Any personal property found after the termination of residency will be removed by the University and the Warden may at his/her discretion dispose of or sell such property and in such event, the proceeds of sale will be paid into the revenue of the student accommodation account. The University shall not be liable for any loss of or damage to such property.

## **10. General Code of Student Resident Conduct**

Residents are expected to demonstrate sound moral character together with social commitment and learning attitudes required of university students. Residents should be well behaved and show responsibility to the University and the hall community. General code of student conduct is covered in Student Handbook.

## **11. Discipline**

11.1. The Warden may, in accordance with authorities vested in him/her by the University, take disciplinary actions against any Resident for violation of terms and conditions of student accommodation and its regulations.

11.2. The Warden may confiscate any appliances or items which according to residential regulations are not allowed to be brought into the student accommodation without permission, or any equipment used in such a way as to disturb or endanger others.

11.3. The Warden may impose and the responsible Resident shall pay a fine of HK\$800 on any person who is not a Resident and who is found in the student accommodation without prior permission from the Warden after the time for the departure of visitors from the student accommodation as laid down in the residential regulations.

11.4. The Warden may suspend or terminate, with or without notice, a Resident from residency when there is reason to believe that the person's residence will lead to behaviour incompatibility with the orderly operation of the student accommodation.

- 11.5. For suspension of residency or suspension of eligibility to apply student halls, the student concerned would no longer be eligible for hall residency in all student halls/quarters during the suspension period.
- 11.6. No refund of any accommodation charges and penalty/fine already paid will be made for suspension or termination of residency imposed as a disciplinary action.
- 11.7. For any accused violations of residential regulations against him/her, a Resident may appeal against any decisions of the Warden within 14 working days of the announcement of the decision. The appeal must be submitted in writing to the Chairperson of the Working Group for Appeal Case\* and specify in details the grounds for the appeal. Late submission of the appeals will not be considered. The Working Group shall reply to the student within 14 working days on receipt of the appeal. The decision of the Working Group shall be final.

*\* Working Group for Appeal Cases would be formed under the Student Affairs Committee (SAC) on ad hoc basis. Membership would comprise the Director of Student Affairs (his or her delegate) as the Chairperson, with members from one warden (other than the one concerned), one academic staff from SAC, and one student representative from SAC.*

## **12. Equal Opportunities**

The University is committed to providing a productive study and work environment which promotes fairness, positive interpersonal attitudes and equal opportunities for all its students and employees.

## **Residential Regulations**

- Occupancy**
- 1.1. Student accommodation is provided to Residents for the purpose of personal residence ONLY. Use of the premises for any other purpose without the permission of the University is strictly prohibited.
  - 1.2. Each bedroom in the Northcote Hall, Grantham Hall and Robert Black Hall is designated for DOUBLE / TRIPLE occupancy of students of the SAME gender. Occupancy exceeding the designated number of residents in a bedroom without approval from the management is strictly prohibited.
  - 1.3. Each flat in the Jockey Club Student Quarters is designated for occupancy of a specific number of residents of the SAME gender. Occupancy exceeding the designated number of residents in a flat without approval from the Hall Management Office is strictly prohibited.
- Change of Rooms or Household Units**
2. Change of rooms/flats is not allowed except through application to the Hall Management Office in writing. Change of rooms or flats on a private basis without the Warden's approval may result in the termination of student residence of parties concerned.
- Identification**
- 3.1. A Resident must carry a valid EdU Card at all times. For identification purpose, any person entering the premises of the student accommodation may be required to produce the card to the management staff. Failure to present a valid EdU Card when requested may be rejected from entry to the student hall/quarters.
  - 3.2. The authorized EdUHK staff may request proof of identity from any person inside the premises of the student accommodation.
- Unlawful use of other people's identity card information**
- 4.1. A resident should not transfer his/her right of hall residence, or EdU Card to another person knowingly or out of negligence.
  - 4.2. If the offender is a Resident, the Warden of his/her accommodation will decide on the disciplinary action. At the discretion of the Warden, the case may be brought forward to the Student Disciplinary Committee via the Director of Student Affairs.
  - 4.3. If the offender is a non-resident but a student of the University, the Director of Student Affairs will decide on the disciplinary action, and the case may be brought forward to the Student Disciplinary Committee.
  - 4.4. If the offender is a non-student of the University, the case will be reported to the police when necessary.

- Key**
- 5.1. A Resident shall be responsible for all the keys assigned for his/her use. Keys are not to be duplicated, loaned or furnished to anyone else.
- 5.2. A charge of HK\$50 will be levied on a Resident for any piece of lost/damaged key.
- Visitors**
- 6.1. A Resident may invite visitors to the student residence during the daily visiting hours 8:30 a.m. – 11:00 p.m.
- 6.2. A Resident who invites a visitor to the residence shall be responsible for the conduct of his/her visitor while the visitor is in the premises.
- 6.3. All non-residents entering or leaving the residence must be accompanied by a Resident. They must register at the Hall Reception Counter/Hall Management Office of the student accommodation upon entrance and departures. Trespassing is prohibited on hall premises.
- Visitors Staying Overnight**
- 7.1. A visitor is not allowed to stay overnight in the student hall or student quarters without approval from the Hall Management Office.
- 7.2. Only visitors of the same gender and those who are students of EdUHK are eligible to apply for overnight stay.
- 7.3. A student visitor who wants to stay overnight in the host resident's room/flat MUST seek consent from his/her roommate or flatmates before applying to the management.
- 7.4. A student visitor who wants to stay overnight MUST obtain approval from the management before 10:00 p.m.
- 7.5. Prior to staying, the student visitor staying overnight should pay a lodging charge of HK\$50 per night, which excludes bedding and linen.
- 7.6. The hours allowed for overnight stay is 11:00 p.m. – 10:00 a.m. of the following day.
- 7.7. A visitor staying in the student accommodation should abide by the same set of regulations for other residents. The host resident of any visitors is responsible to inform the visitors about the Residential Regulations. He/she should stay in the room of the host resident under normal circumstances and he/she should respect the privacy and property of the host and other residents.
- Unauthorized Residents**
- 8.1. Students/visitors who stay beyond 11:00 p.m. without permission will be regarded as 'Unauthorized Residents'.

- 8.2 If the unauthorized resident is a student of the University, both the host resident and the unauthorized resident(s) will be charged HK\$400 each, the unauthorized resident(s) normally must leave the hall/quarters immediately. At the discretion of the Warden, the case may be brought forward to the Student Disciplinary Committee via the Director of Student Affairs.
- 8.3 If the unauthorized resident is a non-University student, the host resident will be charged HK\$800. The unauthorized resident(s) normally must leave the hall/quarters immediately.
- Disruptive Actions and Behaviours**
- 9.1. Actions or behaviour that disturb other residents or the orderly operation of the student accommodation, or that threatens the well-being, health and safety of self or other Residents or that unreasonably interfere with other Residents' normal use of facilities within the residential premises are strictly prohibited. This include, but not limited to, abusive language, physical and sexual assault, sexual, racial or other harassment, or behavior which causes fear or distress to others; threatening, abusive, nuisance, disorderly or unreasonable behaviour.
- 9.2 From 11:00 p.m. to 8:30 a.m. the next morning are courtesy hours, residents should avoid causing disturbance to other residents; only residents of the same gender may enter the residential floors of the student halls or the flats of student quarters, with exemption to staff who need to carry out duty on site.
- Smoking**
10. Smoking is strictly prohibited in all parts of the student accommodation. Any Resident found smoking in the student accommodation may result in severe disciplinary action and possibly suspension of student residence.
- Drinking and Possession of Alcoholic Beverages**
11. Drinking and possession of alcoholic beverages is strictly prohibited in the student accommodation. Any students found in possession of alcoholic beverages may subject to disciplinary action. Any Resident found creating disturbance to other people or performing destructive behaviour of any kind due to drinking of alcoholic beverages will result in immediate termination of student residence.
- Drugs**
12. A Resident shall not bring into the compound of student residence or permit any person to bring into his/her room/flat any illegal and/or dangerous drugs as defined by the HKSAR Government.
- Gambling**
13. Any kind of gambling is prohibited within the compound of student residence. Possession of any gambling tools including, but not limited to Mahjong and "Tin Jiu" without justification or prior approval from Warden is strictly prohibited.
- Fire and**
- 14.1. Possession of chemicals, explosives, fire crackers, LPG aerosols,

**General Safety**

cigarette lighters or highly combustible materials that are potentially dangerous to human lives or damaging to the student residence are prohibited.

- 14.2. Open flames, including matches, candles and incense, and smoke-generating appliances, including smoke-producing insecticide, are prohibited in all parts of the student accommodation.
- 14.3. All Residents are required to participate in periodic fire drills unless prior authorization to be excused has been obtained from the Warden.
- 14.4. No one shall interfere with the fire protection facilities.
- 14.5. No one shall wedge open fire safety doors.
- 14.6. All fires and accidents must be immediately reported to the Hall Management Office.
- 14.7. No cycling, roller-skating, use of roller blades or skateboards is permitted in the compound of student residence.
- 14.8. No playing of ball games, such as badminton, is permitted in activity rooms.

**Cooking**

15. Residents are not allowed to cook with open flame within Northcote Hall, Grantham Hall and Robert Black Hall except in the designated cooking room.

**Use of Electronic Communication Devices**

- 16.1. Use of photo/video-taking devices is strictly prohibited in toilets and bathrooms.
- 16.2. Residents should be considerate when using electronic devices that may disturb other residents or interfere with the Hall's facilities. Examples include, but not exclusive to, personal wireless routers.

**Hallways**

17. Lift lobbies, corridors, and stairways are to be kept clear of equipment, furniture, trash, personal belongings and any other obstacles that might obstruct passage and means of escape in case of fire.

**Terraces**

- 18.1. A Resident shall not leave equipment, furniture, trash and any other obstacles unattended on the common terraces in student halls.
- 18.2. Functions that may be hazardous or cause disturbance to other residents are strictly forbidden on the terraces.
- 18.3. A Resident shall not try to endanger himself/herself by climbing up the railings or by jumping from one level to another level on



the terraces.

- 18.4. Without the permission of the Hall Management Office, drying of clothes or personal belongings is prohibited on the terraces.

**Furniture, Fittings and Fixtures**

- 19.1 A Resident shall not interfere with existing fixtures and fittings or install new utilities or fittings to any part of his/her room or flat without the permission of the Hall Management Office.
- 19.2 A Resident shall not affix any glue, sticker, double adhesive tape, nails, spikes, tags or other things on or drive the same into any wall or floor or any fixture, fittings or furniture in any part of his/her room or flat without the permission of the Hall Management Office.
- 19.3 A Resident shall not remove any furniture, fittings or fixtures from his/her room or flat without the permission of the management.
- 19.4 A Resident will be held responsible for bearing the expenses incurred from making good or repairing any broken items or replenishing any loss items in his/her room or flat; normal wear and tear excepted.

**Decorations And Display Materials**

- 20.1. Decorations and display materials are only allowed to be put onto designated notice boards or places as permitted by the management. Any decorations or display materials which deface the surfaces of the student residence or cause obstructions to people are prohibited.
- 20.2. Decorations or display materials which contain implicit or explicit languages or themes that cause disturbance or annoyance to other people are strictly prohibited. The Hall Management Office reserves the right to remove the aforesaid materials immediately.

**Dress Code**

21. A Resident shall be properly attired at all times during his/her stay within the student accommodation. T-shirt, shorts and sandals are the minimum requirements in any common areas of the student residence. The terrace, the sitting/dining areas, the kitchen and the laundry room inside each flat of the student quarters are considered as common areas.

**Pets**

22. A Resident shall not bring or keep pets or animals within the student Residence.

**Cleanliness**

23. It is the responsibility of the Resident to keep his/her room or his/her flat clean and tidy. Management staff will check on the conditions of the student rooms and flats periodically and they reserve the right to request the Residents of the room or flat to clean it up immediately.

**Interpretation of Rules**

24. The Warden shall have the authority to interpret these regulations.

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| <b>Breach of Rules</b>                     | 25.   | If a Resident fails to observe any of these regulations, the Warden may impose appropriate disciplinary action(s) as set out in Clause 27 below. He/she may also refer serious cases to the Student Disciplinary Committee via Director of Student Affairs. |
| <b>Revisions of Rules</b>                  | 26.   | The University reserves the right to revise the regulations whenever it deems necessary without prior notice.   |
| <b>Disciplinary Powers to be Exercised</b> | 27.1. | A verbal warning  |
|  | 27.2. | A warning letter (copy to Programme Leader/Co-ordinator if necessary)   |
|  | 27.3. | A fine  |
|  | 27.4. | Service order   |
|  | 27.5. | Suspension of eligibility to apply student halls  |
|  | 27.6. | Suspension of residency   |
|  | 27.7. | Expulsion from student halls/quarters and where applicable to require such Residents to make good any damage to property or premises caused by him/her  |
|  | 27.8. | Any other sanctions as deemed appropriate by Warden, Director of Student Affairs and the Student Disciplinary Committee for the offence.  |