

# Ashburton Baptist Church Student House

## 2008 ACCOMMODATION AGREEMENT



### 1. Policy

In 2006 the Ashburton Baptist Church approved the following objectives of the Student Houses:

“To provide secure housing for country students in a Christian setting, which offers participation in the life of the Ashburton Baptist Community of Faith, in a way that assists the students to adjust to life in suburban Melbourne.

In order to facilitate these objectives, the Church seeks to create an environment that includes private home hospitality, mentoring, small study groups, pastoral support, community worship, social and sports activities, and promote city to country links”

**In this context, to enable students to have a clear idea of our expectations, the following general guideline and a set of specific guidelines are identified.**

### 2. General Guideline

The Student House will function in a manner consistent with Christian values involving consideration of others, mutual respect and trust.

#### 2.1. Specific Information, Guidelines and Requirements

- A Student House Management Committee (SHMC) has been established by the Ashburton Baptist Church to oversee the operation of the Student House. The SHMC consists of
  - Chairperson;
  - Secretary;
  - Treasurer;
  - Diaconate Representative; and
  - Church Community Representative.

The House Leaders, as representatives of the students, will be invited to SHMC meetings on a regular basis.

In addition the SHMC will be supported by people from the Church Community in the areas of pastoral care, hospitality and maintenance.

- The Student House is seen as an extension of the Ashburton Baptist Church community and therefore it is important that the students be encouraged to participate in the life of our church community.
- Generally, visitors to the Student House are not to remain on the premises overnight. However, it is recognised that, on occasions, relatives and friends may need to stay overnight. In these circumstances students must ask the House Leaders with as much advance notice as possible as a courtesy to others who are living in the house. In the event that someone is wanting to stay more than one night, they will be expected to contribute \$5 per night to go towards the utilities of the houses.

- No smoking is allowed inside the house.
- No alcohol or drugs are to be consumed by the students or their visitors on the premises.
- Students are expected to show mutual respect and consideration for all members of the house. Should there be any situation that arises within the house where mutual respect and consideration of others rights are not observed by house members the House Leaders will bring this to the SHMC's attention for appropriate action. Every attempt will be made to resolve such situations amicably with the parties concerned. The SHMC reserves the right to warn students in writing where behavior is deemed inappropriate. If after a warning the situation is not resolved the SHMC may choose to remove a student from the house. The student will be advised in writing if this is the case (see Section 3.4 Termination of Agreement).
- We would hope that all the members of the Student House could develop friendly, caring relationships with each other. However, if a couple finds themselves becoming involved in a more serious relationship a few guidelines are necessary so as not to destroy the community nature of the house. The couple involved will be asked to discuss their relationship with the House Leaders and the Senior Pastor at the Ashburton Baptist Church. In some circumstances one member may be helped to find alternative accommodation.
- Students are expected to commit some time each week (by mutual arrangement), to a "House Meeting" to review house progress and operation, and provide an opportunity to share highlights and grievances regularly. House Meetings will be led by the House Leaders.
- Students are expected to observe the house rules, which will be developed in discussion with all members of the house at House Meetings.

## 2.2. Medical Conditions

In the interests of the care and safety of the student, it is important that the student advise the SHMC in writing of any medical conditions that the student believes it would be in their interests to disclose.

## 3. Terms of Accommodation

To enable students to have a clear understanding of their responsibilities and obligations to the SHMC the following agreement is made between the student and the SHMC acting on behalf of Ashburton Baptist Church.

### 3.1. Rental

- Rental at the Student House is:
  - Single room \$115 per week
  - Shared room \$80 per week
- The term of this Accommodation Agreement is from the date the student moves into the house until Sunday November 23<sup>rd</sup>, 2008.
- Rent must be paid in advance on a weekly or fortnightly basis, as agreed with the SHMC Treasurer, via the Bank of Melbourne Deposit Book, provided by the SHMC Treasurer. For example: A fortnight's rent for a shared room (\$160) covering the two weeks from March 1 to March 14 is due by March 1.
- If rental payments fall into arrears by four weeks or more, then the SHMC reserves the right to terminate this Accommodation Agreement in writing to the student with one week's notice.
- The student can request to extend their tenancy at the house beyond the term of this Accommodation Agreement by writing to the SHMC Treasurer at least two weeks prior to expiry of the Accommodation

- Agreement and advising of the request to extend the term. The maximum extension possible in this way will be up to Sunday 18 January 2009. The terms of the extended rental period will be the same as those during the standard rental term.
- The SHMC reserves the right to lease the Student House to others during the months of December and January and may not be able to offer students accommodation for that period.
- The SHMC may not increase the rental payable during the term of this Accommodation Agreement, but has the discretion to reduce the rental in view of appropriate circumstances.

## 3.2. Amendments to Accommodation Agreement

Any amendments to this Accommodation Agreement must be agreed between the student and the SHMC in writing.

As discussed above, amendments to the term of this Accommodation Agreement to fit with individual students' requirements will be considered by the SHMC upon written request of a student. The SHMC will approve or deny in writing any request made in this way within one week of receipt of such a request.

## 3.3. Bond

- A Bond equivalent to four weeks shared room rent (\$320), and separate from the rental paid in advance, is payable on acceptance of a place in the house as is a signed Accommodation Agreement. A personal use key with security coding and a deposit book will be provided on arrival. Both are to be signed for in the presence of either the SHMC Treasurer or Church Representative upon moving into, and moving out of, the house.
- The bond will be repaid on termination of the Accommodation Agreement subject to:
  - all rental having been paid up to the end of the rental period or actual date of vacation.
  - the student's personal use key being returned to the SHMC Treasurer or Church Representative, who will sign for it in the key register. As security coded keys can not be copied, a charge equivalent to the cost of a locksmith re-cutting a new key will be levied for lost keys.
  - the Bank of Melbourne Deposit Book with personal coding number being returned and signed in to the SHMC Treasurer.
  - the premises being left in an equivalent state to which they were found upon commencement of the rental period, consistent with Clause 4.1 Care of Premises. Failure to do so may require the SHMC to use part of the Bond monies for cleaning or refurbishment; and
  - attendance at the annual working bee for the house for which the student was a member of. If the student does not attend and contribute to the working bee a total of \$160 will be deducted from the bond in order to employee cleaners.
- The SHMC reserve the right to withhold part or all bond monies in order to make good any outstanding items in the above list. However, it will only do so after first satisfying itself that:
  - the student will not be seriously disadvantaged by the withholding of any or all of this money; and
  - the student had been given a reasonable opportunity and time (not exceeding 60 days) in which to make good the outstanding items.

**In summary, it should be emphasized that repayment of bond monies is not automatic on termination and students do well to inform themselves of their obligations as outlined above.**

## 3.4. Termination of Accommodation Agreement

- This Accommodation Agreement is null and void after the termination date set out in Section 3.1 and as amended under Section 3.2.
- Notice of intention to vacate must be lodged in writing to the SHMC by the student at least four weeks **before** vacating.
- Should the SHMC see fit to terminate this Accommodation Agreement early (excluding for shortfall in rental as covered in 3.1 Rental), it will provide the student(s) affected with four week's written notice.
- The House Leaders, with the approval of the SHMC, are responsible for their roles from Sunday 3 February 2008 until Sunday 23 November 2008. If any students remain living at the house after the expiration date, this Accommodation Agreement is deemed to be altered to reflect that the House Leaders become co-tenants with the students, and all will share the running of the house on a week-to-week basis.
- The Student House must be vacated by Sunday 18 January 2009 to allow preparation for the coming year.

## 4. Use and Care of Premises

### 4.1. Care of Premises

- Upon accepting accommodation in the Student House the student will sign as part of this Accommodation Agreement a condition report for their room. Upon the students' vacation of the house, the condition report will again be checked and co-signed by the student and a representative of the SHMC. This is to ensure that the premises are in a clean and reasonable condition at the time of occupation and vacation. The SHMC will ensure the premises are in a clean and reasonable condition on the day occupancy takes effect and will ensure that the premises are maintained. The SHMC reserve the right to inspect the premises to ensure that it is maintained in a clean and reasonable condition. The SHMC will give 48 hours' notice to the occupants prior to any such inspection
- The student will ensure care is taken to avoid damage to the premises and will notify the SHMC immediately of any damage. The student will keep the premises in a clean and reasonable condition. Specifically:
  - Painting, papering or marking of the walls, especially with Blu Tack (or similar) or masking tape, including driving nails and screws into them, is not permitted without the prior consent of the SHMC;
  - Care of the premises includes attending to the lawn, garden and surrounds of the house, and removal of all rubbish; and
  - No animals or birds whatsoever are to be kept on the premises.
- Each student agrees to assist with general household duties as reasonably directed by the House Leader or SHMC, including, but not limited to, cooking and cleaning.

### 4.2. Use of the Premises

- The student must not use or allow the premises to be used for any illegal purpose or in such a manner as to cause a public nuisance.
- Use of the premises by students is at their own risk and students are to insure their own belongings.

- The use of the 8 Y Street Church Buildings must be in accordance with guidelines established by the Church Property Committee as varied from time to time. Any requests to use the Church Property must be directed to the Church. The use of the church is not an automatic right of the students and every request will be considered.
- As a courtesy to other students of the house, and to ensure security, students are requested to ask the House Leaders prior to having friends staying over.

### **4.3. Payment of Utilities**

- The student agrees to contribute equally to the utilities used by the Student House under the guidance of the House Leaders. Specifically:
  - The student agrees to contribute an equal share to the power, gas and water.
  - The student agrees to pay for their specific phone calls as well as an equal share of the telephone rental in accordance with a monthly reconciliation system administered by the House Leaders.
  - Internet access is provided to the house at no charge to the students. Students need to provide their own computer or laptop to access the internet.

### **4.4. Car Parking**

Off-street car parks are available to House Leaders firstly. In the event that House Leaders do not need the available off-street car parking, the spaces are available to students on a basis to be agreed between the students and the House Leaders.

### **4.5. Bicycle Parking**

No bicycles, skate boards, scooters or similar equipment are allowed inside the house. Bicycle racks have been provided at the house so that students can secure any bicycles to them. These are provided for the benefit of the students, and the student takes responsibility at all times for the security of their belongings.

### **4.6. Internet Usage**

The SHMC has provided students with free access to the internet. While the house has a “common” computer that can provide internet access, it has been provided only to give very basic service, with limited ability to view anything more than e-mail, and no ability to modify or store information. Students are encouraged to bring their own computer with a network card. SHMC can provide “network cables” to connect the computer or notebook to the network.

Internet usage is not monitored in the house, beyond monitoring volume of download each month. The SHMC reserves the right to modify or take away an individual student’s access if there usage is deemed to be inappropriate or excessive. Such a step, would only be taken by the SHMC after discussing the issues with the student to ascertain other ways to resolve any issues raised.

## 5. Expectations of Student House Leaders

- The House Leaders roles include:
  - to facilitate the running of the house on a day to day basis;
  - to assist the students to integrate into university and city living; and
  - to be available for students from a Christian perspective.
- The House Leaders are committed to:
  - providing assistance during the academic year (February to November as outlined in this Accommodation Agreement);
  - getting to know the students, helping them to get to know each other, and being available to help them (or getting help for them if requested) if they have any issues;
  - encourage an atmosphere of fun and fellowship in the house;
  - facilitating regular “House Meetings” to share and discuss issues in running the house; and
  - facilitate the running of the house including duty rosters, payment of utilities and organisation of maintenance as required.