

# Residence Contract 2019-2020

## 1. General Terms and Conditions

**1.1** The Residence Contract (the "Contract") is a legal binding document between you (the "Student") and Queen's University (the "University"), outlining the terms and conditions of the 8 month Contract (or 4 month contract for half term exchange students). It is in place so that expectations are clear and to help reduce misunderstandings between the University and the student. **It is very important for you to read and understand this Contract before committing to live in Residence.**

**1.2** This Contract is for a space in residence and not for a particular room.

**1.3** Residence is a high density living environment that can be noisy and distracting at times. There may also be distractions such as construction, renovation and maintenance projects in or near residence buildings. The University will take measures to minimize disruption to students where possible, but it's important that you consider whether this environment is conducive to your living needs. Please note that there will be no compensation or reduction to residence fees due to disruption.

**1.4** In all communities, regulations are necessary for the comfort and well-being of the members. All students are expected to regulate their conduct according to reasonable standards of courtesy and respect for the rights of others and the reputation of the University.

**1.5** All students living in residence are subject to applicable Queen's University Policies, Residence Community Standards, regulations and policies and the Queen's University Student Code of Conduct. These are in place to ensure the privacy, safety and security of students living in residence, and for the protection of University property. Violation of the Community Standards will result in disciplinary action which may include the termination of the Contract and/or sanctions by other governing bodies on campus.

**1.6** The current version of the Residence Community Standards, the contents of which are incorporated into this Contract, can be found on our website at: [residences.housing.queensu.ca/residence-conduct](http://residences.housing.queensu.ca/residence-conduct). An updated version is typically available for download in mid-August.

## 2. Move-in and Move-out dates / Campus Closures

**2.1** This Contract shall be for a period beginning on Move-In Day, Saturday August 31, 2019, and ending on the Move-Out date, which is individually determined for each Student. Students are required to move out by 3 pm on the day after their last scheduled exam, unless written permission is granted by Queen's Residence Life Office for an extension.

**2.2** Failure to move in on August 31<sup>st</sup> may result in the loss of the assigned residence bed, unless the Residence Admissions Office has received advance written notice of late arrival.

**2.3** During the December-January winter break, no food, custodial services, mail delivery or other residence services are provided. Students may, however, occupy their rooms during this period, provided that they have applied for and been granted written permission to do so by Queen's Residence Life Office. Permission will be based on assessment of behavior.

**2.4** Failure to move out within the prescribed period as noted will result in additional charges levied against the student's account.

## 3.0 Cancellation / Termination of Contract

**3.1** Prior to picking up keys or occupying a residence room, this Contract may be cancelled by the Student through written notification to the Residence Admissions Office. The Student may be subject to charges (as indicated in item #8.0).

**3.2** After a Student has either taken occupancy or picked up keys, the Student cannot cancel the Contract. A Student may request cancellation if withdrawing from the University for academic or medical reasons. The Student may be subject to administrative charges.

**3.3** Between Move-In and Move-Out, a Student may be granted permission to cancel the Contract by arranging for the room to be occupied by another full-time Queen's student not currently living in residence. The Residence Admissions Office must approve the replacement before permission will be granted.

**3.4** The University may terminate the Contract for breach of the terms outlined herein or for violation of University Policies and/or the Residence Community Standards, upon written notice. If the University terminates this Contract for breach or for behavioural issues, the Student remains responsible for payment of the full residence fees for the 8 month term of the Contract (4 month term for half term exchange students).

#### **4.0 Eligibility for Residence**

To be eligible to live in residence, students must be enrolled at Queen's University in an undergraduate, graduate or professional school program. Part-time students are eligible to live in residence, subject to availability. Students are required to be enrolled in at least three courses per term.

A Student who drops to fewer than three courses in any term must notify the Residence Admissions Office and may be required to leave residence. A Student who withdraws academically from the University, or who is required to withdraw for academic reasons, will be required to leave residence. Queen's Residences may verify the enrollment status of students in residence at any time without expressed consent.

#### **5.0 Re-admission to Properties operated by Queen's Housing and Ancillary Services**

Eligibility for re-admission to Queen's Residences or to University-owned, off-campus housing is based on several factors, including responsible behaviour and positive contributions to the quality of life in residence. Queen's Housing and Ancillary Services reserve the right to refuse admission to any student.

#### **6.0 Room Assignments**

**6.1** The University will attempt to take into account preferences from the Residence Application Form, however the University does not guarantee requests for particular accommodation.

**6.2** Residence rooms are intended for use only by the Queen's student(s) assigned to the room by Queen's University Residences and may not be sublet. No dependents are permitted.

**6.3** No fewer and no more than the number of people assigned by the University shall occupy the room. If during this term of occupancy, a Contract is terminated for a student in a multi-occupancy unit, the remaining Students shall accept such roommate(s) as assigned by the University.

**6.4** Students may request a room change after the first day of classes, however no change in room occupancy shall be made without the prior written consent of the Residence Admissions Office.

**6.5** The University reserves the right to assign Students to different rooms or to terminate this Contract if such re-assignment or termination is advisable in the interests of health, safety, well-being of occupants and/or the residence community, discipline, maximization of resources or the administration of its residence program. In the case of re-assignment, the Student will be required to pay the residence fees (and meal plan if applicable) stipulated for the new accommodation.

**6.6** If you have functional limitations associated with a disability or a health condition that requires consideration in the room assignment process, the University will endeavour to meet your needs. You must submit the [Medical Accommodation form](#), with your residence application.

#### **7.0 Check-in / Check-Out Requirements**

**7.1** A student is required to check in and check out formally at the beginning and end of the Contract. The Room Assessment Form is the basis for the assessment of any potential charges due to damage or loss. If no

form is submitted within 2 weeks of the move-in date, it will be assumed that the room was in acceptable condition and fully equipped with furniture and furnishings.

**7.2** Before moving out, all refuse and personal property must be removed and the room left clean. All charges for additional cleaning required, for removal of personal property and for any loss or damage to the room will be billed to the student's account(s).

**7.3** Belongings left behind upon Move-Out will be considered abandoned and will be disposed of by the University. The University accepts no responsibility for the storage or safekeeping of property abandoned in residence rooms.

## **8.0 Fees and Charges**

**8.1** Residence fees include room and/or meal plans where applicable and are payable by specific dates as published by the University Registrar.

**8.2** Residence fees are based on the type of room occupied and not on specific amenities, such as square footage, accessibility to floor kitchens/common rooms, furniture, etc.

**8.3** Residence fees may be refunded in limited circumstances as set out in item 3.2, in accordance with the Residence Withdrawal Policy. The Residence Admissions Office requires written notice of any move-outs before considering refunds.

**8.4** Non-payment of residence fees may be grounds for cancellation of the Contract.

**8.5** Residence Applications will not be processed without the required deposit. Refer to the [How to Apply](#) section on our website with regard to due dates, deposits, refunds and other important information.

**8.6** All fees and charges unpaid after the due date will automatically be subject to monthly service charges established by the University.

## **9.0 Room Inspection and Repairs**

Residence staff have the right to enter a student's room for the purpose of cleaning, maintenance, inspection of facilities, health, safety, security or in the event of an emergency. Except in emergency situations, notice of such entry will be given in advance where possible. Submission of a *Maintenance Request Order (MRO)* constitutes permission to enter a student's room and to effect the repair without further notice. Students must not impede staff in the performance of their duties.

## **10. Lost or Stolen Items / Insurance**

The University assumes no liability, directly or indirectly, for loss or theft of personal property, including food, or for damage or destruction of such property by fire, water or other causes (e.g. loss of utilities). The student shall carry appropriate and adequate personal property insurance and liability insurance coverage for fire, injury or damage caused by the student. The student shall provide proof of coverage if requested by the University at any time during the tenancy.

## **11. Residence Damage**

The University shall not be responsible for any injury, damage or loss suffered by the Student, and/or their guests while in or about the residences which is caused by the negligence of the student or their guests or results from violation of the policies, rules and regulations of the University and the Residences. Students in a multi-occupancy unit are jointly liable for all damage that is caused to their room(s).

## **12. Meal Plans**

Residence Meal Plans are included within fees and are mandatory for all first year incoming undergraduates and upper year students. Meal plans are not mandatory for exchange students living in Jean Royce Hall and

they may elect to purchase an optional meal plan. A valid student identification card must be presented for all meals. This card is non-transferable.

### **13. ResNet / Internet Agreement**

Students using the ResNet service provided or accessing the University's internet services, agree to abide by the ResNet Acceptable Use Policy and the University's Acceptable Use of Information Technology Resources Policy.

### **14. Data Collection, Use, Disclosure and Retention**

Queen's University's Residences collects certain personal information from students and is committed to protecting that information. Personal information is collected under the authority of the Queen's University Royal Charter of 1841, as amended and will be used by the University for the following purposes:

- to assess a student's eligibility for residence accommodation or off-campus housing properties and/or related services
- to process residence application forms and the allocation of bed space
- to identify preferences and health accommodations of students for the allocation of rooms
- to assess the efficiency of our operations and the provision of services
- to communicate with students, family and others regarding our services, or in the event of an emergency
- to address disciplinary, behavioural or health issues that arise
- to bill, collect and account for provision of services
- to preserve and protect the safety and security of students and the entire residence community
- to build and maintain relations with the University while enrolled as a student and beyond

In the collection, use, disclosure and retention of personal information, Queen's Housing and Ancillary Services complies with the Freedom of Information and Protection of Privacy Act, the University Registrar's Student and Applicant Record Policy, and the Records Management Policy. Questions or comments regarding our Privacy Policy and practice should be directed, first to:

Manager, Residence Admissions  
reshouse@queensu.ca  
613.533.2550  
Victoria Hall, Queen's University  
Kingston, Ontario K7L 3N8

Personal information in the possession of Queen's University Residences about students will not be released to persons outside the University administration, including family members or friends, without the written consent of the student, unless permitted or required by law or for compassionate reasons related to an illness or injury (e.g., the death of a family member). Disclosure of information to an emergency contact may also occur where the University feels this is the appropriate course of action for the safety/wellbeing of an individual or others.

Health Accommodation information is collected under the authority of the Queen's University Royal Charter, 1841, as amended, and will be used for residence room placement purposes. Any information provided on this form is kept strictly confidential and will not be shared with anyone except Queen's Residences, the Queen's Student Accessibility Services (QSAS), Campus Security & Emergency Services in cases where a student has been identified as requiring help in an evacuation, or other Queen's personnel on a strictly need-to-know basis.

### **15. External Circumstances**

To the extent that the University is unable to fulfill, or is delayed or restricted in fulfilling its obligations under this Contract by any cause beyond its control, the University shall be relieved from the fulfillment of its obligations during that period. Without restricting the generality of the foregoing, the University shall not be

responsible for failing to meet its obligations under this Contract due to a strike by its employees and/or any other form of job action or labour unrest or due to any other occurrence that renders fulfillment of the Contract impossible.

#### **16. Contract Changes**

The University reserves the right to amend this Contract and may, from time to time, issue regulations concerning Residences. Please note that specific vendors, sites, menus, policies, hours of operation, etc. (as listed in various residence publications), may be subject to change.