



SAH Residence

RESIDENT HANDBOOK



Reviewed: 07/2023

NOTES:

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1 OCCUPANCY AGREEMENT & GENERAL INFORMATION

1.1 THE OCCUPANCY AGREEMENT

Preamble:

Accommodation within the SAH Residence is provided under a License to Occupy. The License is established through the individual signing of this Occupancy Agreement. The License to Occupy is conditionally linked to the Resident Handbook its Occupancy Agreement, policies, regulations and responsibility requirements.

Accommodation is not provided under, nor bound to, the NSW Residential Tenancy Act 2010.

The Occupancy Agreement is signed as part of the check-in process. Individuals are required to take the time to read through the Occupancy Agreement and Resident Handbook prior to signing. Individuals not willing to abide by the policies, regulations, requirements, responsibilities, terms and conditions set out herein should not sign this Occupancy Agreement. Where this Occupancy Agreement is not signed the approval for a License to Occupy the SAH Residence will be withdrawn.

This Agreement, which constitutes a License to Occupy the Sydney Adventist Hospital (SAH) Residence, is between Adventist HealthCare Limited (AHCL) (ACN 096 452 925) of 185 Fox Valley Road Wahroonga NSW 2076

and the occupant(Insert the occupant's name)

The Agreement is dated this _____ day of _____, 20_____.

The Term of the agreement will be from the date of the agreement until the twenty first (21st) day following the occupant's provision of a notice of departure through Part 1 of the SAH Residence Departure Package or by written notice of termination by AHCL in the event of a breach of the agreement and/or the requirements set out in the Resident Handbook,.

The Method for Payment for all accommodation charges, fees and penalties is through the occupant's personal banking via BPAY. The BPAY reference details are listed below:

BPAY Biller Code: 194514

Your personal reference number: _____

IMPORTANT INFORMATION:

1. **The maximum number of occupants** who may ordinarily live within the allocated room for occupancy is one (1) person.
2. The term occupant and resident are interchangeable and jointly refer to the individual who holds the Licence to Occupy.
3. **A Room Condition Report** relating to the condition of the room of occupancy must be completed at the time of signing this Agreement with a copy to be held, as a separate document, for the term of occupancy by both the occupant and AHCL. The Room Condition Report forms part of this Agreement.
4. **Utility Costs** are included in the advertised charges.
5. **All Repairs** within both the building and the allocated room for occupancy are to be reported to Residence Reception. After hours urgent repairs, which require immediate attention, should be communicated to the After Hours Manager within the hospital. Dial 9111 on the internal phone located in the phone booth near Residence reception or call 9480 9111 and request the switchboard operator to connect you to the After Hours Manager.

- 6. Conditions for Occupancy** are disclosed within the Resident Handbook and its updates. By signing this Agreement the occupant acknowledges and agrees to uphold and be bound by all terms and conditions of occupying the SAH Residence; the Hospital's policies set out from time to time and any directions given from time to time by the Hospital, including but not limited to, directions by the Hospital Administration, the Housing Services Management Committee or the Housing Services Manager or any other authorised representative of SAH or AHCL.

The Agreement:

License to Occupy

AHCL agrees:

7. The occupant has the right to occupy the SAH Residence from the date of this agreement until:
 - a) Twenty one (21) days following the occupant's provision of a written notice of departure, or
 - b) A written notice of termination is given to the occupant by AHCL pursuant to the terms of this Agreement.
8. To provide a copy of this Agreement incorporated within the Resident Handbook, to the occupant when the agreement has been signed during their check-in process.
9. To provide occupants with thirty (30) days' notice of any changes in the terms and conditions of the Resident Handbook and/or Occupancy Agreement.

The Occupant agrees:

10. By accepting this License to Occupy, to abide by the conditions of occupancy for the SAH Residence detailed in this Agreement and the Resident Handbook, its updates and any other instruction which may come from time to time from AHCL.
11. To provide 21 days' notice of departure, via the Departure Package.
12. On objection to any changes in the terms and conditions of the Resident Handbook and/or Occupancy Agreement to provide twenty one (21) days' notice of departure, via the Departure Package.

Charges

AHCL agrees:

13. To only process charges, fees and fines at the rate disclosed in the current Residence Schedule of Fees and/or as disclosed in the Resident Handbook.
14. To provide no less than 30 days written notice of the increase to the Residence Schedule of Fees and to specify the date from which the increase will take effect.
15. To provide 30 days notification of changes to the fines disclosed in the Resident Handbook.

The Occupant agrees:

16. To pay accommodation charges in advance starting on the date of this Agreement and concluding 21 days following lodgement with Residence Reception of a Notice of Departure.
17. To pay any fees and penalties as indicated by policy or advised to them in writing.

Use of the premises

AHCL agrees:

18. The occupant will have quiet enjoyment of the SAH Residence without interference to the reasonable peace, comfort or privacy of the occupant.
19. To take all reasonable steps to ensure that other neighbouring occupants do not interfere with the reasonable peace, comfort or privacy of the occupant.

The Occupant agrees:

20. To uphold the gender specific, sexual conduct and Open House requirements as set out in the Resident Handbook Clauses 3.5, 3.9 and 2.11.
21. To ensure their guests who are not registered as overnight guests will leave gender specific areas and/or the Residence within the timeframes outlined in the Resident Handbook.
22. Not to cause or permit a nuisance to the community of other occupants or cause or permit interference, with the reasonable peace, comfort or privacy of the community of other residents.
23. Not to use the SAH Residence, or cause or permit the premises to be used, for any illegal purpose.

24. Not to intentionally or negligently cause or permit any damage to the SAH Residence premises, property or furnishings.
25. Not to permit more people to reside in the allocated room than is permitted by this agreement.
26. Not to permit their guests to reside in their allocated room for any period greater than two (2) nights and to abide by the term 'irregular', as defined in the Resident Handbook, in relation to guests staying within the allocated room.
27. Not to permit their guests to reside, or to temporarily reside, in any part of the SAH Residence.
28. To register all in-your-room overnight guests with Residence Reception and to pay the current Resident-Guest in your room Rate for the term of their stay.
29. To contribute to keeping the kitchen, laundry, lounge room, bathrooms and hallways clean.
30. Not to dispose of any personal items of rubbish, furnishings or equipment in any aspect of the Residence unless it complies with Clause 2.30 of the Resident Handbook.
31. To personally remove from the Residence and/or hospital estate any personal items of rubbish, furnishings or equipment which cannot be disposed of through the Residence waste removal system.
32. To maintain reasonable personal cleanliness within the allocated room.
33. To ensure no obstruction prohibits the allocated room door from fully opening.
34. To ensure all maintenance needs within the allocated room or the shared areas of the Residence are reported to Residence Reception.
35. To ensure the furniture, fixture and fittings within the allocated room or the shared areas of the Residence are not removed, broken, damaged or modified.
36. Not to participate in any form of smoking, including e-smoking or vaping within the SAH Residence or on the hospital estate.
37. Not to bring into nor consume alcoholic beverages, spirits or wines within the SAH Residence or on the hospital estate.
38. Not to bring into, manufacture, use or consume within the SAH Residence any substance or article the possession of which is illegal.
39. Not to use any items within the SAH Residence which operate and/or ignite from an open flame. Including candles, incense sticks/cones/burners or gas heaters.
40. Not to operate cooking appliances, electric kettles or toasters within the room of occupancy.
41. Not to keep pets, outside of those permitted in the Resident Handbook.
42. Not to tamper with firefighting equipment. Including not covering the smoke detector and/or tampering with the automatic door closer within the allocated room.

Obligations at Departure

AHCL agrees:

43. To process the Room Bond refund in accordance with the Refund Policy (Clause 5.5 of the Resident Handbook).

The Occupant agrees:

44. To provide twenty one (21) days' notice of their intent to vacate to Residence Reception through Part 1 of the Residence Departure Package.
45. To remove or arrange for the removal of all their personal goods from the SAH Residence and/or the hospital estate prior to room key hand back within the period of that notice.
46. To leave the allocated room as nearly as possible to the same condition, fair wear and tear accepted, as at the commencement of their occupancy.
47. To leave the allocated room cleaned as per the requirements under Part 2 of the Departure Package.
48. To return all keys provided as part of their occupancy within the SAH Residence.

General Obligations

AHCL agrees:

49. To make sure the SAH Residence is maintained in a condition which is reasonably clean and fit to live in.
50. To make sure light fittings are working and to keep the premises in a reasonable state of repair, considering the age of the accommodation, and the prospective life of the premises.
51. To make appropriate decisions in relation to the community environment where a health diagnosis or behavioural issues result in negative disruption for others, up to and including termination of this Agreement.

The Occupant agrees:

52. To observe and uphold all the requirements, regulations and policies disclosed within the Resident Handbook.
53. The hospital Administration, the Housing Services Management Committee, the Housing Services Manager or their appointed agents shall be entitled to free access to any and every part of the Residence, including but not limited to rooms allocated to occupants in accordance with Clause 1.10, Management Jurisdiction.
54. Not to possess, misuse or attempt to make or buy unauthorised copies of the Residence keys and/or security swipe cards.
55. To abide by the vehicle parking requirements and pay the appropriate charges for parking on the hospital estate as required under the policies of SAH.
56. To not do or neglect to do anything which will affect AHCL's insurance policy or policies for fire or public risk in connection with the SAH Residence. The occupant hereby agrees to indemnify AHCL for any loss and cost incurred to the extent that such insurance policies are affected through any such act or omission by the occupant; including, but not limited to the unlawful discharge of fire extinguishers, firearms, fireworks or explosives.
57. To comply with the requirements of the New South Wales Health Act, Local Government and any other relevant Act of the Government of New South Wales and/or Commonwealth of Australia, relevant bylaws or regulations made there under in relation to their occupation of the Residence, and to acknowledge they shall be liable for any breach of any such Acts, bylaws, rules or regulations.
58. To reimburse any fees or charges made to AHCL in the event of a dishonoured cheque including any reasonably incurred administration costs in dealing with that dishonour.
59. To immediately notify management upon suspicion of, or receiving a positive diagnosis of any communicable disease, bacterial or viral. As examples: Diarrhoea, Vomiting, Influenza (flu), whooping cough, measles (any kind), mumps, coronavirus, chickenpox, etc.
60. To immediately notify management upon being identified by NSW Health, or any such agency, as a close contact of an individual or group who test positive for a communicable disease.
61. To notify management where personal health circumstances change (physical and/or mental) and the occupant can no longer be described as able-bodied or where a health diagnosis or behaviour can result in disruption to others in community living, either temporarily or permanently.

Breach of the Occupancy Agreement

If the Housing Services Management Committee, as delegate for AHCL, determines in its absolute discretion that any resident has committed a breach of any or more of the conditions of this Occupancy Agreement and/or the requirements of the Resident Handbook, AHCL may exercise its right to **immediately** terminate that particular resident's Occupancy Agreement, thus cancelling their License to Occupy. The Committee may determine that the particular resident must vacate the premises within a defined time period. For avoidance of doubt if a provision of the Agreement provides that AHCL may impose a charge or fee or otherwise exercise its rights in relation to a resident in a particular circumstance, the exercise of such a right by AHCL does not preclude it from also terminating the SAH Residence Occupancy Agreement of the resident.

In the event of any disputes or differences arising as to the interpretation of these conditions or of any matter or things contained therein, the decision of the Housing Services Management Committee or AHCL Administration shall be final and binding.

I, the occupant, acknowledge that at or before the time of signing this Occupancy Agreement I have read and agree to abide by the Conditions of Occupancy as set out in this Agreement and the Resident Handbook. I understand that non-compliance to these conditions of occupancy can terminate this Agreement and/or create monetary penalties.

Signature of the Occupant: _____

SAH Residence staff - Name (print) & Signature of: _____

Date:

1.2 CHARGES / PAYMENTS

All charges and fees (See Clause 5.1 – Charge & Fee Policy) are set out in the SAH Residence Schedule of Fees. The Schedule of Fees is updated from time to time and care should be taken to ensure the current version is utilised.

Refunds are processed under the Refund Policy (See Clause 5.5)

The following outlines how accommodation charges and/or fees are paid:

RESIDENTS (Licensed to Occupy):

1. Payment of a minimum of one week's accommodation charges is required as part of the check-in process.
2. Ongoing payment for accommodation must be made in a manner which provides a credit before the charge period commences, i.e. paying for the period in advance.
3. Fees or charges, outside of accommodation charges, incurred by a resident must be paid within the terms specified in writing at the time of notification that a fee or charge has been incurred.

GUESTS (Not licensed to Occupy):

1. Payment for accommodation must be made in a manner which provides a credit before the charge period commences, i.e. paying for the period in advance.
 - This may require the total charge of the reservation to be paid when making the reservation or at check-in, or
 - For reservations greater than one week, payment for the reservation is to be made on a weekly basis, for the week in advance, throughout the reservation period.

Payments not held within these requirements will be deemed a debt and will be processed under the Debt Policy. (See Clause 5.2)

All charges are in Australian Dollars.

The SAH Residence does not process cash transactions. Therefore charges can only be paid through the following options:

Application Fee – Credit Card (Visa or MasterCard only), Eftpos or cheque

Residential Accommodation Charges – BPAY (information provided as part of check-in), AHCL employee via payroll deduction

Guest Accommodation Charges - Credit Card (Visa or MasterCard only), Eftpos or cheque

All other residential Charges – via BPAY or as advised at the time the charge is incurred

1.3 REFUNDS

Refunds are processed in accordance with the Refund Policy. (See Clause 5.5)

1.4 ROOM CONDITION INVENTORY REPORT

Each room will be provided with a Room Condition Inventory Report. At check-in the Inventory Report must be verified and any additional comments noted by the occupant. The Inventory Report will provide a check-in snapshot on the condition of the room. The check-in Inventory Report will then provide the basis for both financial liabilities and presentation responsibilities for the occupant at departure.

The reverse side of the Room Condition Inventory Report provides information on the financial liabilities which may be incurred at departure. Where damage has occurred to any furnishings/fixtures or departure cleaning has not been completed etc., charges will be made to the departing occupant to restore the room to the condition of their check-in occupancy, taking into consideration fair wear and tear. Particular care during occupancy should be taken of the carpet, bench tops and mattress as charges will be incurred for marks, stains or any additional damage not noted on the “check-in” side of the Room Condition Inventory Report. These charges can exceed the Room Bond which could lead to an invoiced debt following departure.

It is recommended that new occupants take the time to observe and make note of additional comments about the condition of the room if they do not want to assume responsibility for marks, damage or deterioration when it comes time for their departure. These additional comments will not be disputed as they provide the new occupants perspective on the condition of the room at check-in.

A copy of the Room Condition Inventory Report will be provided to the occupant, after completion, as part of their check-in process.

1.5 CHECK-IN

Check-in occurs between the hours of 10:30am and 3:00pm Monday to Friday and between 10:30am and 12:30pm for the period 24 December to 7 January, with the exception of no check-in on Public and/or gazetted and/or hospital declared Holidays. The check-in date will be confirmed with the applicant prior to that date as part of the Application process.

Check-in is processed at the SAH Residence reception desk and takes approximately 20 minutes to complete. At check-in the new occupant will:-

- Read the Resident Handbook and Occupancy Agreement
- Sign the Occupancy Agreement
- Complete a Security ID application form and obtain a personalised Security ID access card
- Process, sign and return the Room Condition Inventory Report
- Receive their room key
- Receive additional relevant verbal information pertaining to the Residence

1.6 DEPARTURE – 21 DAYS NOTICE

Departure notification is through the Departure Package, available at Residence reception.

The required notice for departure (using Part 1 of the Departure Package) is twenty one (21) days.

Payment of accommodation charges will be due and payable for the duration of the twenty one (21) days from the lodgement of a Notice of Departure. (The folio credit, collected as part of the Application Fee can be applied to these final accommodation charges.) Occupants have the right to physically move out prior to the twenty one (21) day period; however charges will be processed for the full twenty one (21) day period, commencing the date the Notice of Departure is received by Residence Reception staff.

Payment of all charges and fees must be finalised at, or prior to, departure. Where finalisation does not occur the remaining debt will be processed under the Debt Policy. (See Clause 5.2)

Prior to departure the occupant will:-

1. Complete and lodge the Notice of Departure – Part 1, from the Departure Package, with Residence Reception
2. Communicate with Residence reception staff regarding their departure date and key return
3. Finalise, prior to departure, payment of accommodation and associated charges including any charges incurred in lieu of the twenty one (21) days' Notice of Departure

At departure the occupant will:-

1. Ensure all personal items/property has been removed from every aspect of the residence prior to their departure. Residents do not have authority to leave items for collection by other persons in any area of the residence nor do they have authority to leave rubbish which does not fit inside a utility room garbage bin. Where items are left at departure, charges for their removal will be deducted from the Room Bond refund
2. Complete and sign the cleaning requirements as per Part 2 of the Departure Package and return to Residence Reception
3. Provide vacant possession of the room through hand back of the room key. Where a room key is not available for hand back, a charge will be processed to replace the door entry set (charges will be invoiced separately). Where possible this invoice will be deducted from any Room Bond refund or added to any debt incurred if insufficient funds remain from the Room Bond

1.7 ALLOCATION OF ROOM

Rooms are allocated at the discretion of the Housing Services Manager. Where vacancies and circumstances permit personal preferences noted on the Application Form may be taken into consideration as part of that allocation process.

Room changes will not be considered at the time of check-in. Where dissatisfaction with an allocated room occurs at check-in the occupant will be required to wait a minimum of 7 days before a change of room request will be considered by management. The option to change a room will only be available when vacancies exist beyond new Application processing. Unless otherwise indicated the advertised *Change of Room Charge* will apply (See clause 6.5).

1.8 CHANGE OF ROOM

Residents have the right to request a change of room. Such requests will be considered within the planning of management and the availability of a vacant room. All change of room requests are to be processed through the Housing Services Manager.

Where a resident requests a change of room, the advertised charge will apply. Where management request a resident to change rooms, for whatever circumstance, or under mitigating circumstances (as determined solely at the discretion of management) the Change of Room Charge will not be applied.

1.9 ITEMS NOT PERMITTED IN THE RESIDENCE

The following items are not permitted within the SAH Residence. This list is not a specifically exhaustive list, which means items management consider potentially dangerous or inappropriate for use in the Residence may be added to broaden this list, as circumstances require.

When circumstances dictate, a written notice will be provided to individual resident/s for their removal of those items from the Residence. Such removal will be required on an immediate basis.

- Any form of air conditioning
- Any form of heating which has an exposed radiant or heat surface or any point which creates a glow when heating or heaters greater the 1000w
- Pets, other than fish in a small fish tank
- Large style fridges and/or freezers manufactured for family/household use which exceed 300 litres
- Illegal drugs, substances, materials and/or equipment
- Flammable liquids or substances, including candles and/or burners and incense
- Corrosive liquids or substances
- Firearms or any other weapon/s outside of Law
- Alcohol, including empty alcoholic beverage bottles/cans which may be used as decoration

1.10 MANAGEMENT JURISDICTION

No provision within this Handbook gives management the authority to consent to an unauthorised search or entry of a resident's room. However, there are circumstances in which authorised persons may enter a residential room when the occupant is not present. These circumstances include law enforcement, safety inspections, room repair and maintenance, emergency situations and probable cause searches. Including, but not limited to the following list:

- a. Any law enforcement agency having jurisdiction may, in performing its statutory duties, conduct a search in accordance with legally defined procedures under a Search Warrant
- b. Authorised AHCL staff performing safety inspections to ensure that health, fire and safety regulations are being maintained
- c. Authorised AHCL staff and/or contractors, engaged to make improvements, repairs or to provide maintenance services
- d. Authorised AHCL staff responding to an emergency (health, welfare or repairs)
- e. Authorised AHCL staff, where there is probable cause to believe that violations of Law or the Resident Handbook are being committed and that a delay to procure legal authority to enter would endanger the health and safety of the resident or result in the probable destruction of evidence. Probable cause means having reasonable grounds for suspicion, supported by circumstances sufficiently strong to justify a cautious person's belief that a party is committing an illegal act

Wherever possible, residents will be given a minimum 24 hours' notice of the intent to enter their room.

When room entry is required the following steps will be undertaken:

- i. Communication - Entry will only occur after knocking, whether the door is locked, unlocked, or ajar. If the door is not open, the authorised person will knock and identify themselves and state why entry is desired and request the door be opened
- ii. Entry - If the door is not opened as a result of this communication, the authorised person will state their intention to use a master key to open the door and enter the room as an uninvited entry. For uninvited entry where an occupant has been

awoken from sleeping the authorised person will advise the occupant that they will wait for at least two minutes in the hallway for them to awaken, dress appropriately and re-open the door. Where re-entry does not occur through the occupant opening the door the authorised person will knock again, state the reason for entry and their intention to use a master key to open the door. Entry may then occur

- iii. Authority - Management will not provide access to a residential room outside of the steps listed above

1.11 RESIDENT RIGHTS & RESPONSIBILITIES

Through the signing of an Occupancy Agreement the occupant is contracted to uphold the rules and regulations set out in the Resident Handbook during their occupancy of the SAH Residence. These rules and regulations are designed to create and maintain an environment of safety and respect for all who live in and visit the Residence. Failure to uphold these rules and regulations carry consequences that are disciplinary, monetary and in some cases will result in the termination of an Occupancy Agreement.

Residents are also entitled to expect all lawful rights be afforded them as an individual whilst they occupy the SAH Residence. Therefore, where residents feel their individual rights have not been upheld, they are invited to share their grievances with the Housing Services Manager in the first instance, then if a resolution is not achieved, to the Housing Services Management Committee.

If you have questions in relation to your rights and responsibilities beyond what this Handbook is able to answer, please seek advice from the Housing Services Manager.

1.12 PENALTIES

Penalties are managed through the Housing Services Manager and/or the Housing Services Management Committee and are disciplinary in purpose.

Penalties are not a charge or a fee.

Penalties may be processed as disciplinary and/or monetary, as individually notified to the resident.

Penalties can also create a Notice of Breach or as a maximum penalty extend to the termination of an Occupancy Agreement. All penalties are processed and notified, with any terms and conditions, to the resident in writing.

Monetary Penalties are:

\$100.00 for the first penalty

\$200.00 for a second penalty

\$300.00 for a third penalty

The penalty, should a Termination of Occupancy Agreement occur may be the forfeit of the Room Bond**.

Any circumstances which require action beyond a third penalty will be referred to the Housing Services Management Committee for further action.

**Where an Occupancy Agreement is terminated by AHCL under a Notice of Termination which is the result of a Breach to the SAH Residence Zero Tolerance Policy, the penalty for such termination will be the forfeit of the Room Bond.

In the event of any dispute or difference arising as to the interpretation of the Resident Handbook and/or the penalties imposed, the matter may be referred to the Housing Services Management Committee. The decision of the Housing Services Management Committee and/or AHCL Administration shall then be deemed as final and binding to all parties.

2 COMMUNITY & FACILITY REGULATIONS

2.1 ALCOHOL

Residents are not permitted to bring into or consume alcohol within the SAH Residence. Residents are not permitted to utilise alcohol bottles for any type of display or decoration within their rooms.

Residents who enter the SAH Residence in an intoxicated state who disrupt or disrespect 'community' or property will not be tolerated and such behaviour will be addressed by management.

Penalties relating to alcohol are managed under the Zero Tolerance Policy. (See Clause 5.6)

2.2 BATHROOMS/TOILETS

Residents are required to personally maintain all aspects of the bathrooms/toilets with the highest regard to cleanliness and hygiene. (Refer Clause 2.3)

Bathrooms and/or toilets are strictly for gender specific use according to the location within either Men's or Ladies Residence. Opposite gender use is not permitted at any time or under any circumstance. Where correct gender facilities cannot be obtained within the SAH Residence alternative facilities should be sought. The closest external toilets are located next to the Security office in the hospital.

Residents are required to:

- Clean up after themselves in every aspect of this term, which includes:
 - ❖ clean up through removal of hair and any other debris from shower drains and/or cubicles when leaving the cubicle
 - ❖ picking up toilet and/or handtowel paper 'fly-away' bits which may occur at dispensing
 - ❖ ensuring handtowel waste is pushed into the waste bin so the area is kept neat and tidy
 - ❖ clean the toilet seat and/or floor when bodily waste or vomiting contaminates these surfaces
 - ❖ clean toilet bowls, with the brush provided, when the 'flush' does not clean the bowl of all bodily waste
- Clean basins, floors and/or cubicles after any hair cutting or dying process
- Squeegee the floor dry when water pools because of their use of the facility (squeegee's are provided in every bathroom)
- Not utilise the toilets or shower cubicles for personal douching.
- Not utilise the showers/baths for toileting functions
- Not practice the use of 'toilet buckets' in privately allocated rooms and/or disposal of their contents into bathrooms/toilets
- Hold a high standard for personal hygiene which should include hand washing after each toilet use. This will reduce the risk of spreading infection between residents
- Ensure any used personal feminine sanitary product is placed appropriately in the sanitary disposal bins located in every female toilet

2.3 CLEANING

On the whole, cleaning within the Residence shared facilities is the responsibility of every resident at the time they utilise that facility. The resident's responsibilities include, but are not limited to:

- Cleaning any spill made within the kitchen, laundry, hallway, lounge room, bathroom or utility room on floors, walls and flat surfaces
- Clearing all rubbish, or placing it within the supplied bin. Where rubbish exceeds the bins capability the garbage bag should be tied off, removed from the bin and a new garbage bag (located in the bottom of the bin) fitted into the bin. Where rubbish is oversized and does not fit within the Residence garbage bags the removal of such rubbish becomes the resident's responsibility to remove off-site. Residents are not permitted to leave any rubbish which does not fit within a Residence garbage bag anywhere within the Residence with the intent that management will dispose of the item
- Wiping down kitchen bench tops after every use
- Wiping up any spills which have been created by your storage of food items within a Residence fridge and/or freezer
- Wiping walls around the garbage bin if splatter occurs when the resident's waste is put into the bin
- Cleaning Residence cooking appliances and/or equipment after every use, including the stove top, grill tray, the oven if oven bags are not used and the inside of the microwave
- Cleaning up after themselves when sick and wiping down anything touched with disinfectant, to reduce the risk of spreading germs (wipes for this purpose can be obtained from Residence Reception)
- Cleaning washing machines when washing detergent or fabric conditioner is spilt
- Cleaning out the clothes dryer lint filter after every use

Cleaning equipment and/or chemicals for resident use and/or cleaning is not provided, with the exception of neutral cleaner within the toilet facilities and floor squeegee's near showers. Residents are required to provide their own equipment and cleaning solutions/chemicals for all other cleaning. Management request that products which may cause allergy to others are not purchased for use within the Residence e.g. strong smelling aerosols.

Cleaning within privately allocated rooms remains the sole responsibility of the resident, however where generally accepted standards for cleanliness, fire and/or health are not maintained within that room management will intervene. This includes excessive hoarding which could create a fire risk or inhibit easy egress from the room in an evacuation. Where residents are notified that cleaning is required and the standard of the room is not lifted to an acceptable level within a reasonable timeframe, management hold the right to engage a professional cleaner to bring the room back up to a generally accepted standard to reduce the likelihood of cockroach and/or vermin infestation. The charges for such a service will be processed onto the resident's Folio to be paid by the resident within seven (7) days.

Courtesy vacuum cleaners are available for resident use from Residence Reception. (See Clause 2.29 for details.)

2.4 CONTROLLED SUBSTANCES/ILLEGAL DRUGS

Any substance outside of Law is not permitted within the Residence. Penalties are managed under the Zero Tolerance Policy. (See Clause 5.6)

2.5 FIRE EQUIPMENT

It is unlawful to tamper with any fire safety equipment. This requirement extends to equipment located within an allocated room. Door closers cannot be detached or inhibited from their normal operational function. Smoke detectors and EWIS speakers cannot be covered or blocked from their normal operational function.

Penalties are managed under the Zero Tolerance Policy. (See Clause 5.6)

2.6 HALLWAY USE

Hallways are for access to rooms and under Fire Regulations are the egress routes for fire evacuation, therefore hallways are to be clear from resident's personal items at all times. This includes shoes, mats and/or loose snake type door runners blocking the space between the room door and floor. (Please speak with Residence Reception to view the only type of door runner which is approved for use within the Residence.)

Personal items found in the hallways will be removed by management and disposed of, with disposal charges payable by the resident. Personal items removed under these circumstances will not be retrievable.

Repeat offenders who disregard this requirement will be managed under Clause 3.3 - Discipline.

2.7 HEALTH

For the health and safety of all residents it is a requirement of the Occupancy Agreement for any resident who suspects or is diagnosed with a communicable disease, or who is identified as a close contact of someone with a communicable disease to advise management immediately upon suspicion of, or receiving such notification or diagnosis. The shared living environment of the Residence is a prime environment for disease transmission if isolation steps are not undertaken immediately. Management will work with the individual, where possible, to provide isolation away from other residents as a measure to reduce or eliminate the risk of spreading the disease.

Enjoying good health both physically and mentally takes effort. The payoff is having a sense of wellbeing, being able to function within day to day life and feeling confident to rise to a challenge.

To optimise physical health residents are encouraged to adopt the following points in day to day life. Although they may seem trivial or of common sense, their neglect is often an indicator of diminished physical and/or mental health:

- Domestic cleanliness – to maintain regular cleanliness within their allocated room,
- Personal hygiene – to bath regularly and to regularly wash hands, particularly after toileting and to regularly launder their clothes,
- Food hygiene – to protect food from contamination therefore protecting themselves from potential food poisoning and to regularly clean cooking equipment and eating utensils.

Mental health is equally important for the resident to maintain a state of well-being, for recognising the individuals own potential, providing the ability to cope with the normal stresses of life so they can be productive, fruitful and make a contribution to community.

Some tips for staying mentally healthy are:

- Connect with others - develop and maintain strong relationships with people around you who will support and enrich your life. Remember, humans are social creatures.

- Get moving – exercise not only strengthens your heart and lungs, it releases endorphins, powerful chemicals that lift your mood and provide added energy. Exercise also relieves stress, improves memory and helps with better sleep.
- Manage stress – use relaxation techniques, listen to music, pet an animal or invest some time into finding out your sensory relaxer.
- Eat healthy wholesome meals – reduce or eliminate caffeine, alcohol or sugary snacks. Drink plenty of water.
- Find happiness through giving – hormones and brain activity increase when people are being helpful to others.
- Value yourself – treat yourself with kindness and respect and avoid self-criticism.
- Get help when you need it.

Good health is important to Residence management; however our staff are not qualified to support or instruct individuals who are experiencing physical or mental health problems. This is a role for health professionals.

The duty of care for Residence management can only extend to recommendations for Government or private Health Service Facilities where individuals can seek assistance for physical and/or mental health problems. Where individuals do not avail themselves of the appropriate health service and the health problem deteriorates to the detriment of the individual, or to the community of the Residence as a whole, a NSW Ambulance will be called by management to assess and act within their jurisdiction for medical assistance. Any costs associated with action taken by the NSW Ambulance will be the liability of the individual undergoing treatment.

Given the physical constraints in the layout of the Residence building and the non-clinical training of staff, the Residence is not necessarily appropriate accommodation for every individual. Therefore, depending on circumstances, individuals may have their residential application declined or continued occupancy reviewed by the Housing Services Management Committee. The Committee will determine the appropriateness for continued residency of such individuals within the SAH Residence. Any decision made by the Housing Services Management Committee will be final and binding to the matter under review.

2.8 IRONING BOARDS

The ironing boards supplied throughout the Residence are to be treated with respect and residents are to ensure their use of this equipment does not damage it. Management do not supply irons.

2.9 KITCHENS

Residents are required to personally maintain all aspects of the kitchen with the highest regard to cleanliness and hygiene. (Refer Clause 2.3)

Food items should not be left out under any circumstances, unless directly related to their cooking process. Defrosting of food items which will be left unattended should not occur in the kitchen, but within the allocated room. Left over or unwanted food should be stored or disposed of in an appropriate manner which does not leave it in a kitchen or dining room, unless it is contained (and labelled correctly) within a Residence refrigerator for later use.

Food preparation should be considerate of other facility users, for both odour and available space. Group cook-ups must be considerate to individuals who wish to utilise the facility at the same time. Courtesy and consideration should be applied so all users have reasonable access to the stove, microwave, sink and bench tops. Where overcrowding at peak times occurs, another facility should be sought.

Personal equipment and cooking utensils are not to be left in the kitchen when they are not directly in use. Personal items deemed to be abandoned will be removed by management. Personal items removed under these circumstances will not be retrievable.

Residents should take care by not placing hot objects directly onto bench tops as this will burn, melt or damage the surface.

2.10 LAUNDRY ROOMS

Residents are required to personally maintain all aspects of the laundry with the highest regard to cleanliness and hygiene. (Refer Clause 2.3)

Washing machine and clothes dryers are supplied in every laundry room. The cost for the use of machines is included as part of the accommodation charge. No credit is applied should a resident not utilise this facility.

Residents are not permitted to place another person's laundry into a clothes dryer.

Residents are required to observe a 'one person – one machine' policy. Violations to this requirement will incur a monetary penalty where sufficient evidence highlights a Breach. (Refer Clause 1.12)

Residents are required to provide their own laundry liquids and/or products.

Residents are required to be knowledgeable and vigilant regarding the times for machine cycles and to be present to remove their belongings at the end of the cycle.

Items other than clothing, e.g. footwear are not to be laundered within the machines provided. Clothing which contains any item which has the potential to melt must not be placed through the clothes dryers.

Any personal items in a laundry room deemed to be abandoned will be removed by management. Personal items removed under these circumstances will not be retrievable.

2.11 LOUNGE ROOMS

Residents are required to personally maintain all aspects of the lounge room with the highest regard to cleanliness and hygiene. (Refer Clause 2.3)

Personal items are not permitted within the lounge room unless accompanied by the owner, who will remove them when they leave the facility. Any personal items in a lounge room deemed to be abandoned will be removed by management. Personal items removed under these circumstances will not be retrievable.

Residents are not permitted to add to or remove from any fixture or fitting within the room, including the TV and DVD.

Residents and/or their guests are not permitted to sleep within the lounge rooms.

Residents are to be considerate and adopt an attitude of compromise with regard to the programs viewed on the TV and/or DVD. The volume of the TV should be held within the quiet ambiance requirement of the Residence. Another lounge room should be sought by the second person, where the second person entering the facility wishes to watch a program/DVD which is not acceptable to the first person in the room.

2.12 MAINTENANCE

General maintenance throughout the Residence remains the responsibility of management, however where management are not aware of a maintenance issue, repair cannot be undertaken. Therefore it is the responsibility of every resident to report maintenance issues both within their privately allocated room as well as within the shared facilities, to Residence Reception. Residence Reception will then complete a maintenance request for the appropriate tradesperson to attend.

2.13 OPEN HOUSE (OPPOSITE GENDER VISITATION)

Open House is the only timeframe opposite gender visitors are permitted within the gender specific areas of the Residence. In signing an Occupancy Agreement a resident agrees to uphold this requirement as part of their responsibilities within the Residence whether they personally agree with this requirement or not.

Although this requirement may seem unjustified in this modern age, the requirement is maintained and upheld to ensure the safety of our residents. Therefore compliance to this regulation is expected from all residents. By signing the Occupancy Agreement, residents have accepted and acknowledged they will adhere to, respect and purposefully act within this requirement. Residents who do not uphold the gender exclusive requirement will be issued a Notice of Breach which may include a fine and/or termination of the Occupancy Agreement.

Open House hours are Monday to Friday 10:30am to 8:30pm. There is no provision for weekend or overnight access to opposite gender visitors. Use of the Common Lounge Room (behind Residence Reception) is the only area within the Residence which may be utilised for mixed gender visits or events at any time of the day or night.

An opposite gender visitor entering the Residence or remaining in the Residence outside of Open House hours is classified as an unauthorised intruder. Out of hours, unauthorised intruder/s can be reported to hospital Security who will attend on-site for the purpose of removal of the offender from the premises or a report can be lodged with the Housing Services Manager who will act accordingly while holding the report in confidence. Reports to the Housing Services Manager must be accompanied with a name, anonymous reports cannot be comprehensively investigated so will therefore not be acted upon.

2.14 PARKING

All parking on the hospital estate is user pay. Parking access is managed by the Sydney Adventist Hospital Security department within the hospital's Parking Policy. The cost of parking is set by a Parking Committee with pricing available from the hospital Security department.

Residents who do not adhere to the Parking Policy and/or the reasonable instruction of Security personnel may be issued with a Notice of Breach to their Occupancy Agreement. In turn this may restrict their parking ability and/or include a fine and/or termination of their Occupancy Agreement.

The limited parking spaces under the Residence building are allocated through the Housing Services Manager. Please direct enquire on availability within these parking spaces to the Housing Services Manager.

2.15 PARTIES

Residents who wish to hold parties within the Residence are reminded of the following regulations:

1. The gender specific regulations under Clause 2.11
2. The noise regulations under Clause 3.7

The Residence is not to be utilised for large party groups where the majority of attendees are non-residents. In these circumstances an alternative venue should be sort.

Any party held within the Residence must adhere to general residential expectations relating to the free access of all residents to all areas and general courtesy and respect within the Residence community.

It remains the resident/s responsibility, at the conclusion of a party, to immediately clear and clean any area used for the party.

2.16 PEST CONTROL

Management conduct a six monthly mandatory pest spray within every privately allocated room. Residents are notified in writing when this spray is scheduled to occur on their level. Residents who do not wish this spray to occur within their room will be required to notify the Housing Services Manager before each scheduled spray and to produce a doctor's certificate stating the reasons why the spray should not occur within their room. Where these requirements are not met before the end of the last business day prior to the scheduled spraying, the room will be included in the scheduled spray.

Management also conduct a monthly pest eradication program within the kitchens and utility rooms on each level.

Any issues with vermin or pests within rooms or the building at large, should be brought to the attention of the Housing Services Manager.

2.17 PETS

The only pet permitted within the Residence is fish. Only small fish tanks are authorised. Permission for any other pet will not be granted.

The exception to this rule strictly relates to the entry of Assistance Animals (as defined under section 9(2) of the Disability Discrimination Act 1992) who are permitted into the Residence building on a casual visitation basis.

The cleaning of fish tanks is to occur within the laundry tub with care to ensure debris that has the potential to clog drains is removed and not flushed down the drain. Residents who utilise the laundry tub for cleaning their fish tank are required to disinfect and clean all surfaces of the tub immediately following the completion of the tank cleaning. Residents are not permitted to leave any part of their fish tank outside of their allocated room. Where items are found in the shared facilities they will be removed by management and disposed of.

2.18 REFRIGERATORS/FREEZERS – PERSONAL PURCHASE

Residents are invited to provide their own appliance. Consideration should be taken to only use appliances with a high star rating. The appliance is to be no greater than 300 litres combining both fridge and freezer capacity. Residents who provide their own refrigerator are required to ensure they protect the carpet under the appliance from damage.

2.19 REFRIGERATORS/FREEZERS – RESIDENCE SUPPLIED

Residents who utilise the Residence supplied refrigerators/freezers are required to personally maintain all aspects of the refrigerators/freezers with the highest regard to cleanliness and hygiene for both themselves and the other users. (Refer Clause 2.3)

Residents are required to label all items with their name and room number prior to their placement in the refrigerator and/or freezer.

Management will regularly, clear and clean the Residence supplied fridges/freezers of out-of-date items and items which are not identified with the owners name and room number and /or items which show mould or signs of deterioration rendering it no longer fit for human consumption. Given the requirement to 'label prior to placement', clearing and cleaning will occur at any time without prior notice to residents. Unspoilt items which are owner labelled or the manufactures packaging shows they are 'in-date' will be returned to the refrigerator/freezer at the end of the clean and clear process. As it is the residents responsibility to monitor the items they store in the refrigerator/freezer, items which do not meet these standards, no matter the storage container, will be disposed of with no recourse for replacement or reimbursement for lost containers etc.

Management do not guarantee any items placed within the Residence shared use refrigerators and/or freezers. Items are placed in these appliances at the owner's risk. To reduce the risk of theft in these appliances we recommend that items are wrapped or placed in bags so the content is not easily seen, this we have found will deter most theft as the time it takes to unwrap and view the item is also the time it may take someone else to notice something suspicious is going on. The ultimate guarantee that what you placed in a fridge/freezer will be there when you return for it is to, where finances allow it, supply your own appliance.

Where personal supply of a refrigerator/freezer is not an option, consideration to the number of residents who utilise the Residence supplied refrigerators/freezers is required. Bulk or large quantity shopping should not be undertaken for storage in the Residence appliances. Residents undertake that they will only occupy a small portion of a refrigerator and/or freezer. Where excessive crowding in a refrigerator/freezer occurs from one resident, that resident will be requested to reduce their contents and/or to purchase their own refrigerator/freezer. Repeat offenders who have no regard for the space constraints required for shared use of the refrigerator/freezer may receive a Notice of Breach which could be accompanied by a Notice of Termination to the Occupancy Agreement.

2.20 ROOM -DECORATIONS/MODIFICATION

Residents may decorate their rooms in any manner which does not damage the paint work, fixtures or fittings of the room. Such damage will remain the responsibility of the resident to cover the cost to restore the room to the condition at check-in. The highest standard for fire safety and the potential for personal and/or property damage should be undertaken when choosing items for room decorations. Where items are questionable to these standards they should not be used within the Residence.

Resident decorations should in no way be offensive to another individual or people groups, within the reasonably interpreted and publicly accepted term of offensive.

No form of modification to a room within the Residence is permitted. This includes the removal of furnishings or fixtures from the room during the term of occupancy.

2.21 ROOM – ELECTRICAL EQUIPMENT

Rooms within the Residence are banked together with anything between 4 and 9 rooms sharing one 25amp circuit breaker. This prohibits the unrestricted use of electricity within rooms.

To avoid tripping the circuit breaker attached to their room residents need to understand what electrical items are permitted and what is not permitted for use within a room. (See Clause 1.9 and the dot points below.)

The ability to modernise the power supply to rooms is cost prohibitive therefore all residents must team together to reduce the incident of tripping a circuit breaker which creates a power loss. Given these electrical boundaries, residents are required to think and plan their electrical usage within their rooms. This may mean turning off some appliances while others are in use. This particularly relates

to the use of equipment like a hair dryer, where you may be required to turn off a heater so there is no excessive draw on power while the hair dryer is in use. Where every resident is consciously active in their planned use of power, the incident of power outages does not occur.

Where a power loss does occur, a report should be made to the Residence Receptionist during their trading hours; they will then activate a maintenance request to rectify the outage. There is no facility to re-set a circuit breaker outside of Residence Reception trading hours, over the weekend or on public holidays without the resident incurring an after-hours charge which starts from \$400.00. After hours requests for resetting a circuit breaker should be directed to the After Hours Manager on duty at the hospital. The After Hours Manager can be contacted through the hospital switchboard by phoning 9480 9111.

Records are kept by management and where recurred tripping of the circuit breaker, across any bank of rooms occurs, a notice will be issued to the occupants of the rooms involved. If modification of usage is not undertaken after this notice, to eliminate the further tripping of a circuit breaker, the cost for resetting the circuit breaker during business hours may be charged to the offending resident/s.

It is the practice of electricians to check and test equipment within the bank of rooms where a power outage has occurred. In these instances the electricians whether staff or contractor, will for the purpose of this check and test, have access to a privately allocated room. These personnel will be required to observe the room entry steps outlined in Clause 1.10.

Items which are not permitted in the Residence are listed at Clause 1.9, however this list is not specifically exhaustive. Electrical items which generally have a high power draw should be considered as excluded from use within an allocated room.

Listed below are some recommendations and further exclusions for use within an allocated room:

- Heaters – it is our requirement that 800w to 1000w column oil heaters are utilised within the Residence. These heaters meet fire regulations and only require a low power draw. We discourage the use of fan heaters.
- Microwaves – can be utilised within an allocated room for heating purposes only. All cooking is to occur within the Kitchen (the particles produced by cooking can set off the rooms smoke detector).
- Electric kettles – are only to be used within the kitchen.
- Any form of cooking equipment is to be strictly used within the kitchen.
- Refrigerator size – See Clause 2.16.
- Electronic equipment – there is generally no restriction on this type of equipment.

2.22 ROOM – FIRE REGULATIONS

Residents are required to provide clear access into their room by not placing any item/s within the room which prohibits the full swing of the entry door or access up to and including the floor area directly beneath the room's smoke detector. Where restricted access to these areas is detected by management a notice to rectify the problem will be issued to the resident, with the expectation that the rectification will occur within a reasonable time frame. Penalties (See Clause 1.12) for non-rectification within a reasonable time frame may incur a monetary fine.

The aim is for entry into the room by fully equipped Fire Brigade personnel. Where the Fire Brigade are restricted in entry they may independently issue a fine, over and above management's penalties, which will be payable by the resident.

Residents are required to hold a high regard to the dangers of fire, fire being the highest risk to person and property within the Residence. This requirement may restrict or eliminate the use of certain items within the Residence. Please refer to Section 4 of this Handbook for more details about the safety, security and emergency regulations within the Residence.

Many regulations within this Resident Handbook are inclusive of requirements to meet Fire Regulations. With regard to Clause 2.22 management will conduct room inspections from time to time to audit the individual room accessibility as detailed in this Clause.

The disregard by residents for their compliance to Fire Regulations will be addressed through Penalties (See Clause 1.12).

2.23 ROOM – INSPECTIONS

From time to time management will conduct an Occupancy Inspection. The date and time for the inspection will be notified to the resident in writing and will not occur more regularly than 6 monthly. The inspections, similar to a tenancy inspection, will view adherence to the Resident Handbook Regulations and the condition of the room and in particular adherence to Clause 2.22.

Resident attendance during this inspection is not mandatory, however where possible it is recommended for the discussion of any issues arising from the inspection. Where the resident is not in attendance any issues arising will be communicated to the resident in writing. Rectification for compliance to Regulations will be required within 24 hours following the verbal or written notification. Where rectification does not occur within this timeframe a Notice of Breach may be issued which could under some circumstances include a Notice of Termination to the Occupancy Agreement.

2.24 ROOM – OVERNIGHT GUESTS

The SAH Residence building has been approved by Council for the use of "bedrooms" by a single occupant. This means privately allocated rooms are not approved for a second person to occupy the room.

However, management do permit a same gender guest for an overnight stay within a privately allocated room under the following conditions:

1. The guest is registered at Residence Reception. This requirement is for Fire Regulation purposes.
2. The guest stay does not exceed two (2) nights, therefore meeting the definition of a guest.
3. Any guest stay in a resident's room within the Residence must be on an irregular basis (within the reasonably interpreted and publicly accepted term of irregular). Further, a resident (the occupant) is only permitted to have overnight guests stay within their room on an irregular basis throughout the year.
4. The resident is required to explain the Residence policies to their guest and hold their guest accountable to policy and/or regulation requirements.
5. The charge, as set out in the Residence Schedule of Fees is paid at Residence Reception.
6. The resident does not hand over their security ID card and/or keys for their guest use – the guest must be accompanied by the resident through all security doors.

7. Residents and their guests are to respect and comply with Clauses 3.4 Disruptive Behaviour, Clause 3.7 Noise & Clause 3.9 Sexual Conduct.
8. Guest stays outside of these length-of-stay requirements must be processed into a Guest reservation within one of the Residence Guest Rooms. Reservations are made through Residence Reception with Guest Room charges payable.

Portable mattresses are available through Residence Reception for use by residents when they have guests stay within their room. A \$20.00 refundable deposit is processed onto the resident's folio. Where the mattress is returned to Residence Reception and the resident identifies themselves to the receptionist, the deposit will be refunded back to the resident's folio. Where mattresses are left at Reception with no identification of who left it there, the deposit will not be refunded. Residents must supply their own linen for their overnight in-room guests.

2.25 SMOKING / VAPING

Smoking, e-smoking or vaping is not permitted within the Residence or the Sydney Adventist Hospital estate. Penalties for smoking / vaping within the Residence are managed under the Zero Tolerance Policy. (See Clause 5.6)

The designated smoking area on the hospital estate is located between Fox Valley Road and the Emergency department entrance, to the left of the stairwell leading to the street. Smokers / vapers are required to be respectful of litter laws and to take their litter with them to an appropriate disposal point.

2.26 SPORTS EQUIPMENT

All sporting equipment is to be stored within the resident's room. Any personal sporting equipment left in common areas will be removed by management. Personal equipment removed under these circumstances will not be retrievable.

Residents are to be sensitive to the noises they may create during their use of sporting equipment within their room. Vibrations, bouncing, knocking or general usage noises not only affect neighbours but may also affect the room beneath them. Residents are required to be mindful of the noise they create and their need to minimise noise as per Clause 3.7

The bouncing of balls or playing of sporting games in the hallways or rooms should not occur at any time of the day or night.

Bicycles must be stored within the resident's room or outside the building at the bicycle storage racks opposite the main entrance of the hospital. This bicycle storage area is undercover and under 24 hour motion activated Security surveillance. Any bicycles found within the Residence and deemed to be abandoned will be removed by management. Bicycles removed under these circumstances will not be retrievable.

2.27 SOLICITATION & RUNNING OF BUSINESSES

Residents are not permitted to conduct a business of any description within the Residence.

Residents are not permitted to solicit or harass other residents in the pursuit of business gain either for themselves or on behalf of another party. Invitations to party plan events may occur where the truest sense of the term 'invitation' is upheld. Such events may occur within the Residence with observation of the noise regulations under Clause 3.7.

2.28 STORAGE

Storage of personal items within the Residence is at a minimum. Enquiries regarding the availability and conditions for storage should be directed to the Housing Services Manager.

Storage within the SAH Residence is provided under three options:

1. Per Bay - on a shared access basis in a communal storage room. The unit of measure is per bay. Each bay holds up to a 90 litre storage tub. (Tubs are not supplied.) Items within this storage option must be contained within a storage tub or similar sturdy container before placement into the 'bay'.
2. Storage Room – on an exclusive access basis for an entire room. Storage rooms are decommissioned occupancy rooms.
3. Student Storage – (conditions apply – see Clause 2.29)

All storage requires an application process and a signed Agreement.

Under options 1 & 2, an access key will be issued once the Agreement has been signed.

Under option 3, the student must hand in their room key and access ID card prior to their departure to gain access to the Student Storage Rate. Where a student does not hand in their room key and access ID card, the normal Weekly Base Rate will be charged.

All storage options attract a charge as detailed in the Residence Schedule of Fees.

2.29 STUDENT STORAGE RATE – CLINICAL PLACEMENT / VACATION

In recognition of the Sydney Adventist Hospital Clinical Education Centre's medical and nursing student academic timetables which blur the time framing of a generally accepted University set semester period, this Rate has been introduced as an option to eliminate the necessity for students to pack up and vacate their room, as is generally required within student accommodation outside of the academic semester period. This Rate is available to students during set periods of absence where there is an intention to return to the SAH Residence for continued study.

This reduced accommodation rate is exclusively availability to in-house students studying within the Sydney Adventist Hospital Clinical Education Centre. The rate is only available during the specific academic timeframes set out below:

- Mid-year vacation – any period in June/July
- Year-end vacation – any period in November/December/January/February
- This rate may also cover periods of clinical placement/rotation which are situated outside of the local area and deemed to be too far away to travel to each day while residing within the SAH Residence. Maximum time periods include both vacation and clinical timeframes.

Terms and Conditions apply (see Appendix A attached to Clause 5.1 – Charge & Fee Policy). Clinical Education Centre students are invited to make further enquiry regarding this Rate with the Housing Services Manager.

2.30 TELEPHONES

Given the modern ease of obtaining and majority use of mobile phones, the Residence no longer maintains public telephones within the building. The phone handset located in the phone booth at Residence Reception is for internal hospital use only. Public telephones are available within the hospital.

2.31 VANDALISM/THEFT

Vandalism and theft will not be tolerated. The community of the Residence requires the highest level of honesty from both residents and their guests. Where perpetrators of these crimes are detected or identified they will be managed under the Zero Tolerance Policy. (See Clause 5.6)

2.32 VACUUM CLEANERS

Courtesy vacuum cleaners are available for resident use from Residence Reception during Reception trading hours. The use of these courtesy vacuum cleaners is conditional on the resident's respectful use of the machine and on a strict 'empty after you use' basis. Machines should not be pulled along by the hose and the electrical cord should be protected from damage. The supply or availability of the courtesy vacuum cleaners is not guaranteed, therefore residents may choose to supply their own hand held vacuum cleaner.

2.33 WASTE REMOVAL

The waste removal process for the Residence is held within strict WHS regulations. This means any item which is larger than will fit within the Residence supplied garbage bags, or heavier than can be safely carried within those garbage bags, without breaking the bag, remains the responsibility of the resident to take off site.

Residents are to operate under the requirement that "if they brought it into the Residence then it is their responsibility to remove it from the Residence". This statement also applies to residents who accept responsibility or take ownership of goods from another resident. At that exchange, the new owner is responsible for proper disposal.

Management do engage contractors for the removal of such rubbish, however it remains the responsibility of the resident to make enquire on how they can dispose of their larger items and to accept the cost associated with such disposal. Residents do not have the right to push that responsibility by default to another resident or to management by simply leaving the items for collection by management. Irresponsible actions in regard to this issue go against the principles of integrity and honesty, which are expectations held to all residents.

3 CONDUCT REGULATIONS

3.1 COMMUNITY CONDUCT

Residents are required to contribute in a positive manner to the Residence community. The Residence is a community which holds expectations that all rights and responsibilities which are afforded the general public under law are also applied within the Residence. Therefore, residents are to ensure their actions support and reinforce this residential community as a safe and secure living environment.

Residents and their guests are to show respect for order, morality and personal honour and to extend to others their personal rights. Management do not, and resident's should not, accept either harassment or bullying within the Residence community. Courtesy, compromise and friendliness should be the attitude displayed and extended by all members of this community.

Residents are requested to treat other residents, their property and personal space with consideration at all times and to respect the differences of those around them. Vandalism and theft are unacceptable behaviours and fall outside of the expected behaviour of residents, guests and their visitors.

Residents are requested to respect and care for all property belonging to the Residence.

Residents shall not nor permit the Residence to be used or occupied in any way or for any purpose which might cause significant annoyance to any person on the premises, and must not indulge in any illegal, riotous, noxious, improper, offensive or noisy conduct or practice, or bring the reputation of Adventist HealthCare Limited, Sydney Adventist Hospital or the SAH Residence into disrepute.

Adventist HealthCare Limited respects the religious practices and holy days of all cultures. Residents are requested to uphold the same principle of respect in their dealings with each other while a member of this community.

Residents are required to respond to reasonable instructions and requests from Residence management or any other authorised representative of Adventist HealthCare Limited or Sydney Adventist Hospital.

Residents must not allow any guest to stay overnight in the Residence without prior registration at Residence Reception. Residents are to uphold the regulations of Clause 2.22 in relation to guest overnight stays.

Residents are required to take responsibility of any damage that occurs due to their own actions or the actions of their guests, be it purposeful or accidental, by reporting damage to the Housing Services Manager. Consideration will be undertaken where purposeful damage has occurred for restitution of those damages. However this action should not deter the honesty and integrity of the individual/s in disclosing such damage.

3.2 COMPLAINTS OR GRIEVANCES

Resolution of differences should be undertaken in the first instance in a reconciliatory manner between the individuals themselves. The matter should not escalate to a shouting match or become vindictive, harassing or resort to bullying tactic by any method. Grievances which cannot be resolved peaceably can be referred to the Housing Services Manager where they will be managed under the Grievance Policy. (See Clause 5.4)

3.3 DISCIPLINE

Discipline of residents, when a breach of the Resident Handbook has occurred, will be conducted within the Policy and regulations outlined in this Handbook by the Housing Services Manager. Any

discipline which falls outside of the documentation in the Resident Handbook will be referred to the Housing Services Management Committee for their action and determination for disciplinary action.

The desired result from disciplinary action is compliance with the Policy and/or regulations of the Resident Handbook.

Discipline may include monetary penalties as indicated in Clause 1.12 and may include termination of the Occupancy Agreement.

3.4 DISRUPTIVE BEHAVIOUR

Disruptive behaviour does not fit within the community conduct regulations of the Residence.

Disruptive behaviour whether reported or detected will be disciplined appropriately and can lead to termination of an Occupancy Agreement.

Disruptive behaviour can be, but is not limited to:

- Disregard for Adventist HealthCare Limited, its staff, policies and procedures.
- Disregard or non-adherence to the Residence Handbook requirements.
- Disregard or non-adherence to reasonable instruction given by Residence management either verbally or in writing to an individual or a group
- Toward other residents

3.5 GENDER SPECIFIC REQUIREMENTS & AREAS

There are no exceptions to the gender specific requirement that opposite gender persons are prohibited from gender specific areas outside of Open House hours. Any disregard for this requirement, either reported or detected, will be disciplined as a Breach to the Occupancy Agreement. Residents who repeatedly flout this requirement will have their Occupancy Agreement terminated.

Management take resident safety seriously with regard to rape and/or false imprisonment. The Residence is purposefully sought because of its security measures and policies by individuals who have had these violations forced upon them. As a community, by respecting and upholding the regulations of this Handbook we afford a high level of protection to those individuals and dramatically reduce the likelihood of these offenses occurring to any person within the Residence.

It is from this perspective that management continue to uphold what some see as 'out-dated' or 'old fashioned' values within society. Respect and adherence to this regulation is expected regardless of a resident's personal belief in the need for such regulation. Individuals who do not wish to accept and/or act under this regulation should not sign an Occupancy Agreement and should therefore seek alternative accommodation. By signing an Occupancy Agreement, residents are acknowledging that they will actively uphold this regulation.

Definition of gender specific areas: the Residence is sectioned into Ladies Residence and Men's Residence which is directly linked to the gender specific areas for male and female accommodation. Any area behind a security door therefore relates to the gender which has allotted accommodation behind that door.

3.6 HARASSMENT, BULLYING OR OBSCENE BEHAVIOUR

Harassing, bullying or obscene behaviour does not fit within the conduct of the members of the community of the Residence. Where these behaviours are applied or implied to another resident, the offending resident will be disciplined under Clause 3.3 and/or the Grievance Policy. (See Clause 5.4)

3.7 NOISE

Because the Residence is occupied by a high percentage of shift workers (including student employee's) it is a requirement that residents respect a level of quiet ambiance throughout the Residence at all times. The community of the Residence does not observe the general public assumptions relating to day-time and night-time hours. Referencing day and night does not communicate awake or sleep time as residents may at any time be resting and/or sleeping around their various shift work schedules. Therefore, loud conversations, music, TV's or any loud noise should not occur within the Residence.

Care should also be taken when walking and talking through the corridors and with phone conversations and/or Skype conversations so as not to disturb other residents from their quiet enjoyment of the Residence and/or awake them from their normal sleep pattern associated with their shift work.

Loud shouts, noises or conversations through windows to people outside the building should not occur.

3.8 SAFE PLACE/DURESS BUTTON

All residents have the right to expect the Residence will be a safe place. The reality of providing a safe place rests with both the residents and management. Residents, for their part, should not facilitate access through any security door to a person unknown to them. All persons authorised for movement within the building are provided with that access by management.

Where residents observe and uphold the conduct and regulations of this Handbook, a safe environment can be achieved. On occasion however the safety of the Residence is compromised. When this does occur assistance can be sought from either management or through the hospital Security department and/or through use of the duress button located in the Reception area foyer.

The duress button, located next to the Fire Control cabinets, can be activated by residents to summon hospital Security to the Residence foyer. It is recommended that victims remain in the foyer area after activating the duress button as this area is directly under Security surveillance which records activity in this area. Where victims remove themselves from this area they also remove themselves from the assistance of Security or the recording of events. The Residence Reception foyer is the point where Security report to assist with duress button incidents.

If residents are unable to get to the Residence Reception foyer, Security can also be called on your mobile phone on 9480 9988. If Security does not answer this call, then the only option to gain immediate assistance is to utilise the duress button in the Residence Reception foyer. This is a priority call to Security who will attend or arrange for another authorised representative of the hospital to attend if they are unable to meet the request because they are already engaged with another priority incident. As noted above, it is recommended that you remain in the foyer area after activating the duress button.

3.9 SEXUAL CONDUCT

In keeping with the expectation for community conduct (See Clause 3.1), residents are requested to uphold a high moral standard with their sexual conduct and to understand and respect their neighbours in a manner which will not subject them to the sounds of sexual activity through the walls and doors of privately allocated rooms.

The close living environment of the Residence means that most sounds are carried easily. Therefore it is not acceptable for any resident to subject others to the sounds of their sexual activity. It is from this perspective that management state the Residence is not an appropriate place for residents and/or guests to conduct their sexual activity. This statement encompasses sexual activity by

heterosexual, bisexual, gay, lesbian or transgender persons therefore should not be read in association with the gender specific areas within the Residence.

Applicants who do not wish to uphold this regulation should not sign an Occupancy Agreement and should therefore seek alternative accommodation. By signing an Occupancy Agreement, the occupant is acknowledging their acceptance of and intent to uphold this regulation.

Where the sexual activity of a resident and/or guest creates discomfort for other resident they have the right to lodge a grievance with the Housing Services Manager who will act accordingly while holding the matter in confidence. Grievances must be accompanied with a name as anonymous reports cannot be investigated so will therefore not be acted upon.

Repeat offenders who do not uphold this requirement will be disciplined under Clause 3.3.

3.10 THREATENING BEHAVIOUR

Threatening behaviour exhibited towards another resident, their guests or management staff is not acceptable behaviour. Where this offense escalates beyond a reasonably acceptable level, the victim has the right to summon Residence management assistance during business hours or outside of business hours hospital Security, for their processing of and/or assistance with the incident. (See Clause 3.8)

Residents who directly or indirectly display threatening behaviour will be counselled, disciplined or processed by management in line with the policies set out in this Handbook.

4 SAFETY / SECURITY / EMERGENCY REGULATIONS

4.1 COMBUSTIBLE / HAZARDOUS MATERIALS

Combustible and/or hazardous materials are prohibited within the residence. Penalties are managed under the Zero Tolerance Policy (See Clause 5.6).

4.2 EVACUATION PROCEDURES

Evacuation procedures are to be displayed in perspex display holders in the hallways and on the back of every occupied room door.

Residents are required to read and familiarise themselves with the evacuation procedures from their room of occupancy, located on the back of the room door, the hallway procedures displayed on the hallways throughout the level of occupancy and of the Residence as a whole across any route which may be incorporated in the residents use of the Residence.

In the case of an evacuation, residents are to follow these pre-learnt procedures to egress or leave the Residence to the Evacuation Assembly Area. Residents are required to wait at the Evacuation Assembly Area until an official head count has been conducted and/or until the all clear is given by a delegated authority to re-enter the building. No re-entry into the Residence is to occur until official authorisation has been given.

The emergency and evacuation procedure signage form a part of the buildings fire equipment. Tampering with such equipment is addressed under Penalties (see Clause 1.12).

4.3 OPEN FLAMES

The possession or use of any item, equipment or paraphernalia which holds, requires or constitutes an 'open flame', is prohibited within the Residence.

This includes candles, burners of any description unless electrically driven with an enclosed chamber, incense sticks or cones, gas pilot and/or flame dependant equipment. Penalties for non-adherence to this requirement are managed under the Zero Tolerance Policy (See Clause 5.6).

4.4 PROHIBITED ACCESS AND/OR AREAS

Any access into or out of the Residence which is not through an entrance door is prohibited. This includes access through windows, balconies or fire exit doors.

Access to the Residence roof areas outside of, or over, the fenced roof balcony enclosure is prohibited to unauthorised persons, which in all cases will be defined as residents and their guests unless their paid employment specifically requires such access.

Access to another residents room is prohibited unless at the current invitation of that resident. Under these circumstances, where an invitation is revoked, a verbal instruction advising the revoking of an invitation should take place so both parties are aware of the currency of the arrangement.

Access to any person other than the occupant of the room will not be facilitated by management except under emergency circumstances. The definition of emergency will directly relate to the health and/or wellbeing of the occupant of the room.

4.5 ROOM LOCK-OUTS & AFTER-HOURS ACCESS

Where a resident locks themselves out of their room or the building without their Security ID swipe card or room key, they can obtain access through Residence Reception during their trading hours or after-hours through the hospital Security department. Charges apply for all provisions of access after the initial issue of the Security ID swipe card and room key has occurred.

The charge for providing such access is detailed in the Residence Schedule of Fees. Charges are processed onto the resident's folio with payment due within seven (7) days from their written notice of the charge.

4.6 SMOKE DETECTORS

The smoke detectors throughout the Residence building and located within privately allocated rooms are part of the Fire Equipment of the Residence. As such, it is a requirement that residents do not tamper with any part of their function. This includes covering the detector unit with the intent to prohibit the function of the detection mechanism within the unit. The consequence of tampering with Fire Equipment is managed under the Zero Tolerance Policy. (See Clause 5.6)

Smoke detectors by their very nature are sensitive to smoke and/or particles which come in contact with the detector. This means particles from, for example, steamy or excessively heated food or hair drying and/or straightening, have the potential to activate an alarm. Given this sensitivity, management recommend caution and care is taken to ensure a resident does not create a false alarm through their negligence within any aspect of the Residence. If engaging in an activity which has the potential to activate a smoke detector the resident should ensure an adequate air flow is created, by opening the window and door, prior to engaging in the activity. For activity like hair straightening, it is recommended that a bathroom is used as the detectors in these areas detect thermal fluctuations not the presence of smoke or particles.

The cost for the Fire Brigade to attend a false alarm starts from \$1,600.00. The resident of the room where a smoke detector is triggered will be responsible for this charge except where the smoke detector is found to be faulty.

5 POLICIES

5.1 RESIDENCE CHARGE & FEE POLICY

1 POLICY STATEMENT

Adventist HealthCare Limited (AHCL) is, through the SAH Residence, committed to providing a safe, affordable and quality housing service. It will raise the necessary income to achieve these aims whilst ensuring at all times that it remains cost effective and viable in its provision of services.

2 RATIONALE

To provide a clear framework on what constitutes a charge and/or fee, how those charges and fees are processed and when payment is due and how those charges and fees will be addressed and/or collected.

3 SCOPE

For management of all long term resident and short term guest charges & fees.

4 DEFINITIONS

4.1 Resident: An individual who has been granted a license to occupy the Residence on a residential basis, under a signed Occupancy Agreement.

4.2 Guest: An individual who holds a guaranteed short term guest reservation.

5 RESPONSIBILITIES

5.1 Housing Services Manager: To propose and define the value and process for all residential and guest charges and fees.

5.2 Housing Services Management Committee: To review and approve all charges advertised in the Residence Schedule of Fees

5.3 Resident / Guest: To understand what they are paying for, when payment of charges and fees are due and to process those payments as required by the Resident Handbook under Clause 1.2.

6 POLICY DETAIL

6.1 Residence Schedule of Fees

6.1.1 The Residence Schedule of Fees is to detail the charges for both residential and guest accommodation together with other associated costs and/or fees relating to accommodation.

6.1.2 The Residence Schedule of Fees is to be reviewed and updated annually.

6.1.3 The year of currency is to be easily identified on the front cover of the Schedule.

6.1.4 Charges are to be listed in Australian Dollars.

6.2 Residential Application Fee

6.2.1 The Application Fee is to set the groundwork toward the issuing of a License to Occupy the SAH Residence under a residential Occupancy Agreement.

6.2.2 The Application Fee is to be set at a value no greater than six (6) times the current Weekly Rate.

6.2.3 The Application Fee is to be split between the Room Bond and Folio Credit.

6.2.4 Full payment of the Application Fee is to be received before processing of a residential application can proceed.

6.3 Residential Rates (Accommodation Charges)

- 6.3.1** The Residential Rates constitute the monetary exchange for accommodation provided to individuals who are granted a License to Occupy.
- 6.3.2** Residential Rates refer to the value of residential accommodation associated with the provision of a single occupancy semi-furnished privately allocated room including use of the shared facilities and access into the SAH Residence.
- 6.3.3** Residential Rates include Add-On charges where the room holds resources greater than a standard room. E.g. hand basin or larger room.
- 6.3.4** Residential accommodation charges will be advertised on a per week basis. (However, the Rate may be broken down and calculated within the chosen computer software package under a 'per day' rate.)
- 6.3.5** The advertised Residential Rates will be inclusive of the Laundry Levy.
- 6.3.6** The advertised Residential Rates are inclusive of all utility costs.
- 6.3.7** The advertised Residential Rates do not incorporate any other fees or charges.

6.4 Laundry Levy (Residential)

This levy provides residents and guests within the SAH Residence with unlimited use of the washing machines and clothes dryers supplied within the shared laundries of the Residence. Individuals other than residents and guests who are paying for accommodation under the Guest Rates are not authorised to use the laundry facilities.

6.5 Change of Room Charge (Residential)

This charge covers the cost for preparation and administration associated with the change of room process. The charge is processed when the new room key is issued. The charge is payable on the day the new room key is issued.

This charge will be waived where management elect, at their discretion and for whatever reason, to relocate a resident into a new room.

6.6 Resident – Guest in your room Rate (Residential)

This rate covers the costs associated with temporarily housing an additional person within a resident's allocated room. The ability to house an overnight "guest" within a resident's allocated room is limited by Building Code requirements which restrict the stay to a maximum of two nights. (See Clause 2.22 of the Resident Handbook for the conditions of use associated with this Rate.)

6.7 Other Residential Costs

6.7.1 Initial Security Access Card

This charge covers the cost associated with the issuing of a Security Access Card. Any resident who is not issued an AHCL identification card as part of their employment or study process will be required to pay for the supply of the Access Card.

6.7.2 Room/Building Access Fees

This charge is levied for the provision of a service.

In keeping with reasonable expectations by home owners and tenants who lock themselves out or lose keys and require the services of a Locksmith to gain entry into their private property, the provision of access to the SAH Residence in the event a key and/or Access Card has been lost, misplaced or stolen, will attract a cost.

The charge for this service is time period orientated:

- 1) At a lesser rate where staff on site can provide the access.

- 2) At an on-call rate for after-hours service which is provided by the hospital security staff

6.7.3 Replacement of Lost Room Key and/or Access Card

This charge represents the cost of administration and provision of a replacement key and/or Access Card.

6.7.4 Weekly Storage

This charge represents the cost for the provision of areas for storing personal items within the Residence.

- The Per Bay cost is the smallest measure of space which can be hired on a weekly basis. Each bay will accommodate up to a 90 litre storage container. The store room is provided on a shared basis with non-exclusive access to the area.
- The Per Room cost is the maximum measure of space which can be hired for exclusive use by the resident.
- The Student Storage provides provision for students to leave their room set-up during mid-year/year-end vacations for nursing students or during rural clinical placements for medical students. The use of this option is restricted to Avondale nursing students and University of Sydney medical students. (Conditions apply.)

(See Clause 2.26 of the Resident Handbook for information regarding Storage.)

6.7.5 Student Storage

This charge represents a reduced cost available to in-house students who are studying within the Sydney Adventist Hospital Clinical Education Centre. The rate is available through an application process where Terms and Conditions apply. For Terms and Conditions see Appendix A, located at the end of this Policy.

6.7.6 Under the Residence Care Parking Bays – Weekly Charge

This charge is to cover the cost of parking within the limited under-cover parking located under the southwest corner of the Residence building. Parking bays can be secured for exclusive use by the authorised allocated bay holder. Guaranteed parking is controlled by the bay holder through their application of the security chain fixture.

The authorisation for use of these parking bays is allocated through the Housing Services Manager, where vacancies exist.

Charges are advertised on a weekly basis, but are processed within the chosen computer software package on a per day basis from the date of security chain padlock key issue until the date of security chain padlock key return.

Under this parking option access to the hospital estate through the Fox Valley Medical Centre boom gate will be automatically included to the residents Security ID swipe card.

6.8 Guest Rates

6.8.1 Booking Fee (Guest)

- 6.8.1.1 The Booking Fee is payable to guarantee a reservation. Reservations will not be made where a Booking Fee has not been paid, with the exception of “on call” inter-department reservations.
- 6.8.1.2 The Booking Fee is set at the equivalent cost of the nightly rate for the room type listed under the Schedule of Fees.
- 6.8.1.3 The Booking Fee is to be applied to the first night’s accommodation charge.
- 6.8.1.4 The Booking Fee is refundable where notice of cancelation is received 24 hours prior to the date of check-in.

6.8.2 Room / Shared Facilities – Per Night

- 6.8.2.1 The charge relates to the supply of a Guest Room on a per night basis with use of the shared bathrooms and toilets.
- 6.8.2.2 Rooms are supplied in two different styles:
 - 1) with bed linen, blanket/doona, pillow and towel supplied
 - 2) without bed linen, where the guest themselves supply the bed linen, blanket/doona, pillow and towel
- 6.8.2.3 The charge for a room supplied with linen, includes the additional supply of clean linen, when requested by the guest.
- 6.8.2.4 The charge does not include housekeeping during the reservation period.
- 6.8.2.5 The charge includes use of the shared facility kitchen, bathroom, toilets, lounge room and laundry.

6.8.3 Room / Ensuite – Per Night

- 6.8.3.1 This charge relates to the supply of a Guest Room on a per night basis with exclusive use of an ensuite. It covers supply of linen, towel and housekeeping following departure from the room.
- 6.8.3.2 This charge includes the additional supply of clean linen, when requested by the guest.
- 6.8.3.3 This charge does not include housekeeping during the reservation period.
- 6.8.3.4 This charge includes use of the shared facility kitchen, lounge room and laundry.

7 PROCEDURE DETAIL

7.1 Revision and Update of Charges & Fees

- 7.1.1 All Charges and Fees will be reviewed and increased on an annual basis, taking effect from the beginning of each financial year.
- 7.1.2 Increases will be clearly communicated to stakeholders no less than four (4) weeks prior to their introduction.

7.2 Processing of Charges & Fees

- 7.2.1 All accommodation charges are to be processed automatically through the chosen computer software package onto individual clientele folios on each rostered day of work by management.

7.2.2 All other charges and fees are to be manually processed through the chosen computer software package onto individual clientele folios as those fees arise.

7.3 Processing of Payments

7.3.1 Processing of payment for the Application Fee will be through Visa, MasterCard, Eftpos or cheque.

7.3.2 Processing of payment for residential charges and fees will be through BPAY.

7.3.3 Processing of payment for guest charges will be through Visa, MasterCard, Eftpos or cheque.

7.3.4 Receipts will only be issued at the time of the transaction, with the exception of BPAY. No receipts will be issued for BPAY, the individuals bank statement is to be their receipt of payment.

7.3.5 Invoices and/or statements are not produced for any charges or fees.

7.4 Residential Payment Requirements

7.4.1 Accommodation charges are to be paid in advance. This requires payment in a manner which provides credit before the charge period commences.

7.4.2 Fees and all other charges are to be paid within the terms notified to the resident when the fee and/or charge are incurred.

7.4.3 Residents are to be notified in writing whenever a fee or charge, outside of accommodation charges, is incurred; with the exception of the Change of Room Charge and Resident – Guest in your room Rate which will be charged at the time of the event.

7.5 Guest Room Payment Requirements

7.5.1 Guest accommodation charges are to be paid before the charge period commences.

7.5.2 For reservations less than a one (1) week, payment inclusive of the Booking Fee at the time of making the reservation or payment of the balance of the total charge when the room key is collected at check-in is required.

7.5.3 For reservations greater than one (1) week, payment will be required on a week by week basis, paying at a minimum for the week in advance.

8 APPROVAL AND REVIEW

Approved by the Residence Management Committee, the Residence Manager and the Director of Risk Management

Date 16/10/2018

Reviewed by the Housing Services Management Committee

Date: 04/2021

Next Review Date: 04/2025

APPENDIX A – Student Storage Rate Terms and Conditions

- 1) The Rate pertains to full time students enrolled at the Sydney Adventist Hospital Clinical Education Centre during defined periods of absence from the SAH Residence. The Rate is only available through an application process. The Rate is confined to (a) periods of clinical placement, where travel to the placement is deemed to be a distance too far to reasonably travel each day – proof of placement is required with submission of the Application or (b) mid-year (June/July) vacation periods or (c) year-end (November/December and January/February) vacation periods. The maximum period/timeframe applicable to this Rate is listed under Point 2. Use of this Rate may incur financial liabilities, which are listed at Point 3.
- 2) The maximum timeframe applicable to this Rate is 9 weeks (63 days) per half year period*.
*Half year periods are January to June or July to December.
- 3) In accepting the Terms and Conditions for this Rate, students agree to the following liabilities when calculating the timeframe, as listed under Point 2:
 - a) From check-in, the period from 1 January or 1 July to the date of check-in will count toward the total maximum timeframe allowable.
 - b) At departure, the period from departure to 30 June or 31 December will count toward the total maximum timeframe allowable. At departure where the timeframe limit has been exceeded this Rate will be retrospectively reversed, on a pro-rata basis for any timeframe exceeding the maximum period, indicated under Point d. This action will incur additional charges at departure. Pre-planning to avoid retrospective charges should be made.
- 4) During periods of absence under 'Student Storage' the room remains allocated to the student thus allowing them the ability to leave their room set up and/or containing their personal items. Management entry into the room during periods of 'Student Storage' will be strictly in accordance with room entry permissions listed in the Resident Handbook.
- 5) The residential room will not be available for occupancy between the dates listed on the Application, which represent the 'period for storage'.
- 6) **For the Rate to be validated** the student is required to surrender their Residence room key and ID Swipe Card to Residence Reception on their day of departure. (Or drop the items into the After Hours Guest Room Key Return slot, located in the side of the cupboard next to the entry/exit doors at Reception, if departure is outside of Reception trading hours.) Where the ID Swipe Card cannot be surrendered, the application for Student Storage Rate will be declined. Failure to meet the key/card hand-in requirement will forfeit the Rate because the Terms and Conditions have not been met. Key/card will not be accepted through the mail in an effort to gain the Rate – the items must be handed in on the day of departure. Likewise, surrender of the key/card without a completed Application Form will forfeit eligibility to the Rate.
NOTE: Where the Rate is forfeited, charges will continue under the Weekly Base Rate plus any applicable Add-On's.
- 7) Where re-occupancy is anticipated to commence outside of Residence Reception trading hours, the room key will be made available through the Security Office on the date listed to resume occupancy.
NOTE: Changes in the 'date to resume occupancy' will only be accepted in writing via the following email address nurses.residence@sah.org.au. Where management do not acknowledge the change in date by return email, further follow-up by the student will be required to ensure their room key and ID Swipe Card will be available on their return to the Residence. In the absence of management acknowledging, by return email, a change to the date on the Application Form, the date supplied on the Form will be assumed to be the return date.
- 8) On the date communicated as the date to 'resume occupancy', charges will automatically revert back to the Weekly Base Rate plus any applicable Add-On's.
- 9) Food items are not to be left in rooms during the 'Period of Storage'. Where food items are not removed the cost of eradicating vermin will be the responsibility of the student.
- 10) Room windows are to be closed, prior to departure, to ensure room damage cannot occur from storms/rain during the 'Period of Storage'. Any damage which occurs due to the non-closure of windows will be charged to the student under an invoice for restoration of the room to its original condition. The terms for payment will be listed on the invoice.
- 11) All electrical equipment is to be turned off for the 'Period of Storage'. Fridge/freezers are to be defrosted prior to departure. Students are responsible for monitoring the defrost process to ensure moisture does

not damage the carpet in the room. (N.B. fridges are not to be left unattended in Residence 'shared areas' for defrosting.)

- 12) The Rate will cease if a Notice of Departure from the Residence is received during any period of "storage". Charges will revert back to the Weekly Base Rate plus any applicable Add-On's during the period of the 21 days' notice of departure.

5.2 RESIDENCE DEBT POLICY

1 POLICY STATEMENT

Charges and fees are processed for accommodation, services and/or as disciplinary actions within the SAH Residence. Where these charges and fees are unpaid a clear management system is required to control debt.

2 RATIONALE

To provide clear guidelines on what constitutes a debt and the process by which that debt will be addressed and/or collected.

3 SCOPE

For management of all long term resident and short term guest debt.

4 DEFINITIONS

4.1 Resident: An individual who has been granted a license to occupy the Residence on a residential basis, under a signed Occupancy Agreement.

4.2 Guest: An individual who holds a guaranteed short term guest reservation.

5 RESPONSIBILITIES

5.1 Housing Services Manager: To determine when a debt requires addressing and to process collection as required under this policy.

5.2 Resident / Guest: To process payment of all charges and fees as required by the Resident Handbook under Clause 1.2.

6 POLICY DETAIL

6.1 Resident Payment Requirements versus Debt

6.1.1 Residents are required to pay for accommodation in a manner which provides a credit before the charge period commences, i.e. pay for the period in advance. Where this does not occur, this will constitute a debt.

6.1.2 Charges, fees or penalties incurred by a resident will be debited to their folio. Where these debits are not paid within the terms notified to them in writing, the non-payment of the charge of fee may cause a debt to occur on the folio.

6.2 Guest Payment Requirements versus Debt

6.2.1 Guests are required to pay for reservations a minimum of one week in advance on reservations which are greater than seven (7) nights. Where this does not occur this will constitute a debt.

6.2.2 Where a reservation is equal to or less than seven (7) nights the full cost of the reservation must be paid at the time of making the reservation, at check-in, or if check-in occurs on a Reception non-trading day full payment must be made on the first Reception trading day following the collection of the guest room key from the Security department. Where this does not occur this will constitute a debt.

6.2.3 Where a reservation is totally booked across Reception non-trading days the full cost of the reservation must be paid as part of the booking process. The reservation cannot be guaranteed until full payment is received. Under these circumstances a debt should not be incurred.

7 PROCEDURE DETAIL

7.1 Resident Debt Collection

7.1.1 Debts up to the equivalent of one (1) weeks accommodation charges will be communicated to the resident either by email, text message or phone call with a request for immediate payment.

- 7.1.2** Debts equivalent of two (2) weeks accommodation charges or greater will have a Notice of Breach issued to the resident, with a demand for payment within seven (7) days.
- 7.1.3** The consequences of arrears greater than the equivalent of 14 days accommodation charges, where payment is not forthcoming through the actions of 7.1.1 and/or 7.1.2 or a Delayed Payment Plan (see Clause 7.1.5) has not been set in place will be referred to the Housing Services Management Committee for termination of the Occupancy Agreement. Where termination occurs the following actions will be undertaken:
- a. Reception staff will endeavour to obtain a forwarding address plus a current email address as part of the Departure processing.
 - b. Where a debt exists at a resident's departure, and where there is no Housing Services Management Committee approved Delayed Payment Plan (see 7.1.5), the debt will be immediately referred to an external endorsed collection agency.
 - c. Any default to an approved Delayed Payment Plan will, at that default, be referred to an external endorsed collection agency.
 - d. Any future application for residency will automatically be declined.
- 7.1.4** In addition to the actions listed above any debt held by an Avondale student resident will be jointly managed under the restrictions and encumbrances imposed by the Avondale College of Higher Education 'Financial Policies', as set out in the Avondale College of Higher Education Undergraduate Handbook, including its updates. (See Clause 5.3 in this Handbook for the SAH Residence, Financial Clearance Policy for Avondale students.)
- 7.1.5** Consideration will be given, where hardship can be demonstrated, for a resident request to make an arrangement to repay a debt through a Delayed Payment Plan. The request must be presented in writing to the Housing Services Management Committee for approval or decline. Approved delayed repayment must be finalised within ninety (90) days from the date the debt was occurred.
- N.B. Failure to meet the Delayed Payment Plan's approved payment schedule will result in:
- a. The immediate termination of the Occupancy Agreement for an in-house resident.
 - b. The immediate referral to an external endorsed collection agency for a non-in-house resident.

7.2 Guest Debt

Where the requirements of **6.2.1** have not been adhered to, the guest will be contacted during the next Reception trading day with a request for immediate payment. Where payment is not forthcoming, the reservation is to be cancelled. On cancellation, the guest is to be requested by the manager, or their delegate, to vacate the room by 4:00pm on that day. Where compliance to vacate the room is not provided by 4:00pm a request to the Security Department will be made to assist with the eviction and to witness the room pack up by Residence staff, should this be necessary.

8 APPROVAL AND REVIEW

Approved by the Residence Management Committee, the Residence Manager and the Director of Risk Management
Date 07/06/2017

Reviewed by the Housing Services Management Committee
Date: 04/2021

Next Review Date: 04/2025

5.3 RESIDENCE FINANCIAL CLEARANCE POLICY – AVONDALE STUDENTS

1 POLICY STATEMENT

Adventist HealthCare Limited (AHCL) through the SAH Residence provides, on behalf of Avondale College of Higher Education (Avondale) the Residence Halls for their Sydney Campus. Under this arrangement, Avondale's residential students are jointly subject to the financial clearance policies of both institutions.

2 RATIONALE

To provide a clear framework on how Avondale student debt will be managed under both Avondale and SAH Residence policy.

3 SCOPE

Applies to all Avondale residential nursing students.

4 DEFINITIONS

4.1 Resident: An individual who has been granted a license to occupy the SAH Residence.

4.2 Encumbrance: A restriction placed on an Avondale student which results from unpaid debt.

4.3 Un-financial: Where charges or fees incurred have not been paid in full within the semester period or the date set for Graduation clearance.

4.4 Graduation Clearance Date: Set and advertised by Avondale each year.

5 RESPONSIBILITIES

5.1 Housing Services Manager: To determine what constitutes a student clearance or debt and process according to this policy.

5.2 Avondale Student Finance: To facilitate the imposing and lifting of student encumbrances.

5.3 Student: To understand what SAH Residence charges and fees apply to them personally and to ensure payments is made within Resident Handbook requirements. To pro-actively clarify requirements if they appear unclear or are not understood.

6 POLICY DETAIL

6.1 Avondale College of Higher Education – Financial Policies (HED) [G]

6.1.1 “At the end of each semester, encumbrances are applied to all students with outstanding balances, preventing them from re-enrolling or accessing facilities.” (Doubtful and Bad Debts Policy [F.13])

6.1.2 “A students enrolment may be discontinued for non-payment of fees.: (Student Late Payment Charge [F.06])

6.2 SAH Resident Handbook – Financial Policies

6.2.1 It is a resident's responsibility “to understand what they are paying for, when payment of charges and fees are due and to process those payments as required...” (Charge & Fee Policy 5.3)

6.2.2 “...any debt held by an Avondale student resident will be jointly managed under the restrictions and encumbrances imposed by the Avondale College of Higher Education ‘Financial Policies’, as set out in the Avondale College of Higher Education Financial Policies and Undergraduate Handbook, including its updates. (Debt Policy 5.2)

6.3 Relevance of Application to a Student

- 6.3.1** Where an Avondale student is un-financial the Financial Policy of both Avondale and the SAH Residence will be applied to the student holding the debt.
- 6.3.2** Where an unpaid debt exists a request will be made by the Residence management for, Avondale to impose an encumbrance.
- 6.3.3** An encumbrance can restrict enrolment in a continuing semester of study, restrict access to Academic Transcripts and/or restrict participation in Graduation activities.
- 6.3.4** The date for financial clearance is set by Avondale.
- 6.3.5** The Graduation clearance date is set earlier than the end of the semester. Each year Avondale takes responsibility to advise graduands the relevant date by which financial clearance must be obtained to enable them to participate in the Graduation activities.

6.4 Process for Encumbrances

- 6.4.1** When a debt is identified and collection has proved unproductive an encumbrance will be processed through Avondale Student Finance.
- 6.4.2** When full payment of the debt has been received by the SAH Residence the encumbrance will be lifted.
- 6.4.3** Encumbrances will not be lifted for any other reason than full payment of a debt.

7 APPROVAL AND REVIEW

Approved by the Residence Management Committee, the Residence Manager and the Director of Risk Management
Date 16/10/2018

Reviewed by the Housing Services Management Committee
Date: 04/2021

Next Review Date: 04/2025

5.4 RESIDENCE GRIEVANCE POLICY

1 POLICY STATEMENT

Adventist HealthCare Limited (AHCL) recognises the SAH Residence is home for its clientele and acknowledges that all individuals have the right to feel comfortable and secure within its environment. It is for these reasons that unacceptable standards of behaviour have been identified together with the acceptable conditions of the premises.

As individuals may take offence to the condition of the premises or displays of, or perceived displays of, unacceptable behaviour by another individual/s within the Residence an avenue for official complaint/grievance must be provided.

2 RATIONALE

To provide a system for resolution relating to unacceptable behaviour for both clientele and staff and for discrepancy in standards and/or living conditions within the SAH Residence.

3 SCOPE

3.1 In relation to individuals:

This policy will be applied to all individuals within the confines of the Residence with the exception of AHCL employees who are bound by AHCL Policy.

- I. It outlines unacceptable behaviour and actions which, when displayed or perceived to be displayed toward another individual/s, may result in the offended individual/s lodging a complaint/grievance.
- II. It gives detail on what individuals can do if they have a complaint/grievance about condition or repair of the Residence.
- III. It outlines the complaint/grievance process and any possible consequences should disciplinary action be taken as a result of a grievance being lodged.

Nothing in this policy or procedure should be taken as an attempt to deprive any individual of common law or statutory rights. This policy has been developed to enable complaints/grievances to be transparently resolved in a defined process.

3.2 In relation to AHCL employees:

AHCL employees who display or are perceived to display unacceptable behaviour toward another individual/s may have a complaint/grievance made against them by that individual/s. All such complaints/grievances will be referred to the Human Resources Department for processing

This policy will be applied when AHCL employees lodge a complaint/grievance against an individual who displays or is perceived to display unacceptable behaviour within the confines of the Residence.

3.3 In relation to the premises:

This policy defines the acceptable condition of the premises which will be maintained by AHCL management.

4 DEFINITIONS

4.1 Unacceptable behaviour is all acts or perceived acts of threatening behaviour, bullying, harassment, intimidation, threats, verbal and physical violence. Such acts are considered inappropriate by any person in the confines of the Residence.

4.2 Criminal behaviour is all acts contrary to the rules of law. Such acts are referred to the NSW Police.

- 4.3 Acceptable condition of the premises** is defined as maintaining the premises in reasonable cleanliness, maintaining premises which are fit for occupancy, maintaining the premises in reasonable repair considering the age and prospective life of the premises.
- 4.4 Complainant** is the individual who reports the complaint/grievance. The complainant must accept that they will be named as the complainant for the complaint/grievance to proceed.
- 4.5 Respondent** is the individual who is reported as having displayed or is perceived to have displayed unacceptable behaviour.
- 4.6 Grievance Handler** is the individual assigned to manage the grievance process. The grievance handler will be the Housing Services Manager or their delegate.
- 4.7 Appeal Handler** is the individual assigned by the Housing Services Management Committee to review the whole grievance process if an appeal is lodged.
- 4.8 Notice of Breach** is the disciplinary action which can be the result of the grievance process. *The Notice of Breach process is detailed within the Resident Handbook.*
- 4.9 Witness** is any third party/s who may be called upon to share information.
- 4.10 What is a “grievance”?** It is a formal expression of dissatisfaction, concern or complaint about any type of problem. A grievance can be initiated by an individual or a group.
- 4.11 What is a “grievance process”?** It is a formal and agreed process that Residence management and the individual or group follow in dealing with, or resolving problems within the Residence. The grievance process is based on the principle of natural justice.
- 4.12 When to use the Grievance Process.** The grievance process explains what to do if you have a grievance about any issue or problem in the Residence. For example, you could have a grievance about:
- a) Discrimination or harassment
 - b) Intimidating and/or bullying behaviour
 - c) Threats against your person or your property
 - d) Verbal and/or physical violence
 - e) Individuals who disregard the Resident Handbook and its directives in a manner that affects you as an individual or Residence property
 - f) The Residence environment
 - a. In relation to another resident, individual or Residence staff
 - b. In relation to the premises

5 RESPONSIBILITIES

- 5.1 Complainant and Respondent**– will both be held accountable to speak the truth, for maintaining confidentiality during and after the grievance process and for meeting any mutually agreed requirement/s which will provide resolution as part of the grievance process. It is the responsibility of the complainant and respondent to comply with any directive or action that may be given to, or required of them under a Notice of Breach.

- 5.2 Grievance Handler and Appeal Handler** – for providing the fair and impartial process as set out in this policy.
- 5.3 Witness** – will be held accountable to speak the truth and for maintaining confidentiality during and after the grievance process.
- 5.4 Housing Services Management Committee** – to assess and process appeals in a manner which brings the grievance process to a final and binding conclusion.

6 POLICY & PROCEDURE DETAIL

6.1 Features of the Policy and Procedure

6.1.1 Confidentiality

Only the people directly involved in the grievance, or in sorting it out, can have access to information about your grievance. For confidentiality to be maintained, you will be asked to keep all matters pertaining to your complaint confidential. This will involve you not discussing the alleged incident or behaviour with others. The same will be asked of the respondent and any witnesses. Those involved in the grievance resolution process will also maintain confidentiality. A breach of confidentiality leaves grounds for application for a Notice of Breach to be issued against that person.

6.1.2 Impartiality (fairness)

All sides have an opportunity to tell their version of the story. No one makes any assumptions or takes any action until all relevant information has been collected and considered. Proceedings will be conducted honestly, fairly and without bias.

6.1.3 Freedom from unfair repercussions or victimisation

Management will take all necessary steps to make sure people involved in a grievance are not victimised by anyone for expressing a grievance or for helping to resolve it. Any victimisation will be subject to a Notice of Breach. However, if you use this grievance process to give false information about someone you too can be subject to a Notice of Breach.

6.1.4 Resolution with a minimum of fuss

We aim to sort out all grievances with the minimum of fuss. In many cases grievances can be sorted out by agreement between the people involved with no need for a Notice of Breach.

6.1.5 Sensitivity

Sensitivity, with an emphasis on respect to individual feelings will be utilised in all cases. You will not be brushed aside or treated badly for making a grievance, or for explaining your side of the story.

6.1.6 Timeliness

We aim to deal with all grievances as quickly as possible. There are time limits for the different stages. We aim to resolve all grievances within four (4) weeks if possible. However, it may not always be possible to comply within this time frame. If a delay is expected, a revised timeframe will be explored with you and recorded as part of the grievance documentation.

6.1.7 Support

You are entitled to a support person during any meetings you attend. This applies whether you are the complainant or respondent.

6.1.8 Documentation

- a. *Informal complaints/grievances* will be documented and filed in a grievance file maintained by the Housing Services Manager.
- b. *Formal complaints/grievances* will be documented in the individual resident files of both the complainant and the respondent. Any Notice of Breach issued against a person will be filed in that person's resident file.

6.2 Informal Complaint / Grievance Process

If you wish to make an expression of dissatisfaction, lodge a concern or complaint/grievance, you should, in the first instance:

- I. Try to sort it out yourself with the person or people involved. You may find they are not aware that offence has been caused and will cease the behaviour.
- II. Obtain advice or another opinion to gauge if they agree with your view of the situation. You can then decide:
 - a. There is not a problem
 - b. That you do not wish to pursue the matter
 - c. That you will try to sort it out by speaking with the person or persons causing the grievance.

If you are unable to resolve the issue yourself, or it is not appropriate for you to do so, you can lodge a formal complaint with the Housing Services Manager or their delegate who will investigate the grievance.

6.3 Formal Grievance Process

Complaints/grievances must be fully described and documented in an interview with the Housing Services Manager or their delegate (grievance handler) by the person with the grievance. At this time the person with the grievance should outline the outcome or resolution they would like to achieve.

The grievance handler will then:

- I. Explain how the grievance procedure works and what will be done to protect you from victimisation.
- II. Advise you that it is your right to remain anonymous. However, the grievance process cannot be taken any further by the grievance handler if you choose to remain anonymous.
- III. The grievance handler may offer support through referral or counselling.
- IV. Advise you of your right to have a support person with you during meetings.
- V. Explain your rights and responsibilities regarding confidentiality
- VI. Explain that notes will be taken in all interviews and these notes will form the grievance documentation and they will be stored in a secure area maintained by the Housing Services Manager.
- VII. Obtain consent from the complainant for the grievance handler to speak with witnesses.
- VIII. Decide if they are the appropriate person to continue handling the grievance. They may be biased, or may be seen to be too biased, to handle the grievance. If they cannot handle it, the claimant will be referred to another appropriate person. You will be re-interviewed and then the process will continue as below.

Provided you have agreed to the formal complaint/grievance process the following will occur.

Where practical, within two days of your interview with the grievance handler, they will share the information received from you to the person/people you have made a complaint about (the respondent/s) and document their side of the story.

Where practical, within one week of interviewing the respondent, and no later than four weeks from the date you first approached the grievance handler, they will:

- I. Work out whether the matter(s) alleged in your complaint/grievance are serious enough to require a Notice of Breach. *Refer to 'Outcomes' below.*
- II. Determine if there is enough information to know whether the matter(s) alleged in the complaint did or did not happen.
- III. If it is determined that there is not enough information to know whether the matter alleged in the complaint/grievance did or did not happen and the allegation or counter-allegation is serious enough to require a Notice of Breach, witnesses may need to be spoken to.
 - a. If there are no witnesses, the complaint/grievance may be referred to the Housing Services Management Committee for their direction.
 - b. If witnesses are spoken to, this will be done very carefully, so as not to breach confidentiality. The grievance handler will not speak to more witnesses than is required. Witnesses will have their rights and responsibilities for confidentiality explained to them.
- IV. Decide how the complaint/grievance should be resolved (sorted out) and let everyone involved know. This will be done in the following way:
 - a. When the complaint/grievance involves an allegation which does not require a Notice of Breach, and the main facts are not in dispute, the complaint will be 'mediated'. This means the grievance handler will help you and the other individual/s involved come to a joint agreement about how the grievance should be resolved.
 - b. When the complaint/grievance involves an allegation which does not require a Notice of Breach, and the main facts are in dispute, the Housing Services Manager or their delegate will:
 - i. Tell you and the other individual/s about what might have happened had the grievance been proved one way or the other
 - ii. Warn you and the other individual/s involved about the consequences of any further victimisation
 - iii. Tell you and the other individual/s involved about your right to appeal
 - iv. Monitor developments
- V. When the complaint/grievance involves an allegation of a more serious nature, the grievance handler will work out whether, on the *balance of probability*, the unacceptable behaviour did or did not happen. They will then make a decision about how the complaint/grievance should be resolved. This may involve a Notice of Breach being issued against one or more individual/s. The type of action taken under a Notice of Breach will depend on the level of breach (problem) that has happened. Discipline could range from a verbal apology for a less serious incident, through to termination of the Occupancy Agreement for a very serious incident or series of incidents. The level of breach issued will be imposed in a fair and consistent manner.
- VI. For the next few months the grievance handler will monitor the outcome to make sure there are no further repercussions.

6.4 Outcomes

6.4.1 Joint Agreement

As explained above, many complaints/grievances will be able to be settled by joint agreement between the individuals involved in the grievance.

When a joint agreement has been reached records will not be held in the individual/s resident file. The grievance handler will write a confidential report which will be filed, together with all other documentation relating to the grievance, by the Housing Services Manager. The Housing Services Manager and Housing Services Management Committee members will be the only ones to access this information, and only when necessary.

6.4.2 **Not enough proof to act**

All individuals involved will participate in a discussion which details all future expectations in relation to the behaviour of all parties. These expectations will be monitored as agreed.

Where the evidence remains unclear, no Notice of Breach will be issued however, the Housing Services Management Committee has as its discretion the ability to conclude any grievance process with action up to and including termination of occupancy by one or more parties. All decisions/directions made by the Housing Services Management Committee are final.

6.4.3 **Notice of Breach**

If the grievance handler decides that there has been a breach of one of the Residence policies or the Resident Handbook they may instruct that a Notice of Breach is to be issued as a resolution or part resolution to the grievance. The Notice of Breach will be issued by the Housing Services Manager. *Notice of Breach is detailed under clause 54 of the Resident Handbook.*

If your complaint/grievance consisted of lies, you too can be issued with a Notice of Breach.

The level of Notice of Breach will depend on several factors, for example:

- I. The seriousness of the breach
- II. Whether they/you knew what they/you were doing and intended to do it
- III. Whether they/you have been officially warned or received communication before about this type of breach
- IV. Whether there are any circumstances which may impact on the level for which you will be issued a Notice of Breach

A Notice of Breach could involve, but is not limited to, one or more of the following:

- I. A written apology
- II. A monetary fine
- III. Instruction to relocate to another area within the Residence
- IV. Termination of their/your Occupancy Agreement

It should be noted that there are three levels of breach. Once a notice has been issued for a level of breach the individual will remain on that level of breach for the remainder of their occupancy within the Residence.

A record of the Notice of Breach will form part of the grievance documentation and will be placed on the resident file of the individual/s who received the breach.

6.4.4 **Appeal Process**

Appeals against a decision may be made with the Housing Services Management Committee. Appeals should be addressed to the Director of Risk Management at Sydney Adventist Hospital.

The person delegated to handle the appeal (appeal handler) will generally re-hear the complaint/grievance, by going through the same steps as the grievance handler. However, the appeal handler may decide to interview more witnesses if s/he thinks they may help. As part of the appeal process, an independent mediator may be appointed.

The appeal handler may confirm the original decision or overturn it. In addition, if the appeal handler believes the original grievance handler mishandled the grievance in a way that breaches this grievance procedure, s/he may recommend action against that person.

In the event of an appeal, the decision of the Housing Services Management Committee will be final.

7 REFERENCES

Grievance Procedure Guidelines, Anti-Discrimination Board of NSW
Human Rights & Equal Opportunities Commission
NSW Office of Industrial Relations
Housing Services Management Committee. *Resident Handbook*. Sydney, Australia:
Adventist HealthCare Limited.

The following AHCL Policies have been referenced in this policy:

Corporate Grievance Policy – *Human Resources Manual*
Bullying, Harassment, Sexual Harassment and Discrimination Policy - *Human Resources Manual*

8 RISK ASSESSMENT

9 APPROVAL AND REVIEW

Approved by the Residence Management Committee, the Residence Manager and the Director of Risk Management
Date 07/06/2017

Reviewed by the Housing Services Management Committee
Date: 04/2021

Next Review Date: 04/2025

5.5 RESIDENCE REFUND POLICY

1 POLICY STATEMENT

Adventist HealthCare Limited (AHCL), through the SAH Residence, processes charges and fees to residential and guest clientele for accommodation and associated services. It will also raise the necessary refund/s required within the prescribed terms or liabilities associated with that charge or fee.

2 RATIONALE

To provide a clear framework on how refunds, in all aspects, will be processed.

3 SCOPE

For management of all long term resident and short term guest refunds.

4 DEFINITIONS

4.1 Resident: An individual who has been granted a license to occupy the SAH Residence.

4.2 Room Bond: A payment which is held in trust to offset any damages incurred during a period of occupancy.

4.3 Guest: An individual temporarily housed under short term accommodation.

5 RESPONSIBILITIES

Residence management: To evaluate and facilitate the refund process.

6 POLICY DETAIL

6.1 Residential Refunds

6.1.1 A refund of overpaid charges and/or fees for in-house residents may be processed back to the resident where a credit appears on a resident folio over and above the two (2) week credit required by policy.

6.1.2 At departure any overpayment of charges and/or fees will be refunded together with any Room Bond refund.

6.1.3 Where departure charges against a Room Bond exceed the value of the Room Bond and a credit on the folio exists, the folio credit will be reduced by the value of charge not covered by the Room Bond. Any remaining credit will be refunded.

6.2 Room Bond Refund

6.2.1 A Room Bond refund will be processed once a departure inspection has been processed. The inspection of a room and processing of the refund will occur within four (4) weeks following departure.

6.2.2 Fees and charges as advertised on the Room Inventory Condition Report ****At Departure****, will be withheld from the Room Bond where damage outside of reasonable wear and tear occurs within a room.

6.2.3 Where charges against the Room Bond exceed the value of the Bond and any credit available on the resident folio, an invoice for the remaining debt will be generated and pursued under the Debt Policy. (See Debt Policy 5.2)

6.3 Guest Rate Refunds

6.3.1 Reservation cancellation refunds will only be processed when notice of the cancellation is received 24 hours prior to the date of check-in.

6.3.2 Where a reservation cancellation notice period occurs when management cannot be normally contacted, eg. weekends or public holidays, a phone message should be left at Residence Reception. Where this occurs a refund will be processed.

7 APPROVAL AND REVIEW

Approved by the Residence Management Committee, the Residence Manager and the Director of Risk Management
Date 16/10/2018

Reviewed by the Housing Services Management Committee
Date: 04/2021

Next Review Date: 04/2025

5.6 RESIDENCE ZERO TOLERANCE POLICY

1 POLICY STATEMENT

Adventist HealthCare Limited (AHCL) aims to maintain a safe and secure environment within the SAH Residence. To achieve this outcome zero tolerance is applied to certain activities which will compromise or create a high risk for loss of life or property and/or psychological/physical trauma to either long term residents or short term guests.

2 RATIONALE

To define activity which compromises the safety and security of the SAH Residence and what action will be taken when that activity occurs.

3 SCOPE

Applies to: Staff, long term residents, short term guests and their visitors.

4 DEFINITIONS

4.1 Staff: Employees of AHCL.

4.2 Resident: An individual who has been granted a license to occupy the SAH Residence.

4.3 Guest: An individual temporarily housed under short term accommodation or a visitor within the building.

5 RESPONSIBILITIES

5.1 Residence management: To monitor and audit activities to ensure they are compliant with this policy. To process consequences when compliance is not undertaken.

5.2 Residents & Guests: To understand what activities fall within this Zero Tolerance Policy and to ensure they do not engage in those activities.

6 POLICY DETAIL

6.1 Alcohol

6.1.1 The Sydney Adventist Hospital estate is an alcohol free zone.

6.1.2 Residents, guests and visitors are not permitted to bring into or consume any form of alcohol, including wine or spirits within the SAH Residence.

6.1.3 Alcohol bottles and/or containers and/or advertisements and/or posters are not to be displayed in any form within the SAH Residence, including privately allocated rooms.

6.1.4 Residents who enter the SAH Residence in an intoxicated state, who disrupt community will be subject to the SAH Residence Conduct Regulations and/or Penalties disclosed at Clause 1.12 in the Resident Handbook.

6.1.5 Disrespect for Clause 6.1, with the exception of Clause 6.1.2, will be subject to the Penalties at Clause 1.12 of the Resident Handbook.

6.1.6 Disrespect for Clause 6.1.2 will result in the termination of the offending resident/s Occupancy Agreement. Such termination of the Occupancy Agreement may forfeit any Bond refund.

6.2 Controlled Substances/Illegal Drugs

6.2.1 Possession of controlled substances and/or illegal drugs will be processed under law through the New South Wales Police.

6.2.2 Where such processing occurs, the Occupancy Agreement will be terminated. Such termination of the Occupancy Agreement may forfeit any Bond refund.

6.3 Fire Equipment

6.3.1 Tampering with fire equipment, either directly or indirectly is an offense. This includes tampering with the following equipment:

- Fire extinguishers
- Fire hoses
- Fire blankets
- Smoke and/or thermal detectors
- Emergency procedure and/or evacuation signage
- EWIS speakers and/or red phones
- Fire control panels

6.3.2 Where such offenses occur the resident will be subject to the SAH Residence Conduct Regulations and/or Penalties disclosed at Clause 1.12 in the Resident Handbook which may include a termination of the offending resident's Occupancy Agreement. Such termination of the Occupancy Agreement may forfeit any Bond refund.

6.4 Smoking / Vaping

6.4.1 The Sydney Adventist Hospital estate is a smoking free zone.

6.4.2 Residents, guests and visitors are not permitted to smoke any substance within any aspect of the SAH Residence.

6.4.3 Residents, guests and visitors are not permitted to vape within any aspect of the SAH Residence.

6.4.4 Residents, guests and visitors are not permitted to e-smoke within any aspect of the SAH Residence.

6.4.5 The designated area for smokers, just off the hospital estate, is located between the Emergency department entrance and Fox Valley Road. A seated area is provided to the left of the stairs leading to Fox Valley Road from the Emergency department parking/roadway.

6.4.6 Disrespect for Clause 6.4 will result in the termination of the offending resident's Occupancy Agreement. Such termination of the Occupancy Agreement may forfeit any Bond refund. Such termination of the Occupancy Agreement may forfeit any Bond refund.

6.5 Combustible/Hazardous Materials

6.5.1 Combustible and/or hazardous materials are not permitted within the SAH Residence.

6.5.2 These types of materials are corrosive, ignitable, reactive or toxic in nature. Examples are: oil based paints, paints or inks with metal pigments, degreasing solvents, vehicle batteries, electronic waste.

6.5.3 Residents who breach Clause 6.5 will be subject to the Penalties disclosed at Clause 1.12 in the Resident Handbook and may lead to the termination of the offending resident's Occupancy Agreement. Such termination of the Occupancy Agreement may forfeit any Bond refund.

6.6 Open Flames

6.6.1 The highest risk to person and/or property within the SAH Residence is fire. To reduce the likelihood of fire, the SAH Residence holds a No Open Flame policy.

6.6.2 Any item, equipment or paraphernalia which holds, requires or constitutes an 'open flame' is strictly prohibited within the Residence. This includes candles, burners of any description unless electrically drive with an enclosed chamber, incense sticks or cones, gas pilot and/or flame dependant equipment.

6.6.3 Disrespect for Clause 6.6 will result in the termination of the offending resident's Occupancy Agreement. Such termination of the Occupancy Agreement may forfeit any Bond refund.

6.7 Vandalism and Theft

6.7.1 Vandalism is deemed an unacceptable behaviour and where such actions have been identified the individual/s responsible will be subject to the SAH Residence Conduct Regulations and/or Penalties disclosed at Clause 1.12 in the Resident Handbook.

6.7.2 Theft speaks to the honesty of an individual and falls outside of community conduct. Where theft occurs the individual/s responsible will be subject to the SAH Residence Conduct Regulations and/or Penalties disclosed at Clause 1.12 in the Resident Handbook, additionally the offending resident's Occupancy Agreement/s may be terminated. Such termination of the Occupancy Agreement may forfeit any Bond refund.

7 APPROVAL AND REVIEW

Approved by the Residence Management Committee, the Residence Manager and the Director of Risk Management
Date 07/06/2017

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Next Review Date: 04/2025