

THE UNIVERSITY OF QUEENSLAND

**union**  
**college**

# **HANDBOOK**

## **2022**



# In case of an emergency

## **When the office is closed:**

From the phone in the kitchenette on your floor dial 833

You will be connected to the Security Officer or the Duty RM

From your mobile phone dial (07) 3377 1833

You will be connected to the Security Officer or the Duty RM

## **When the office is open:**

From the phone in the kitchenette on your floor dial 500

You will be connected to Reception

From your mobile phone dial (07) 3377 1500

You will be connected to Reception

If by necessity you have contacted a Qld Emergency Service (Ambulance, Fire or Police on 000) please ensure you inform Union College personnel on (07) 3377 1500 as soon as possible, so we may also assist in dealing with the situation. It is very disconcerting for Security Officers or College staff to have Emergency Services arrive on site and we are not aware of the reason for their attendance.

Additionally, if you become aware of any medical, physical or emotional issue affecting either yourself or a member of the College community, please contact a member of staff as a matter of urgency.

**Do not** assume that “somebody else” has raised the alarm.

- [Lifeline](#) - crisis support and suicide prevention.....13 11 14
- [Beyondblue](#) - Information and referral for depression and anxiety phone.....1300 224 636
- **Crisis Line – 24 hour UQ Counselling Crisis line.....1300 851 998**
- **Kids Helpline - Telephone and online counselling for people aged 12-25 phone 1800 551 800 or go to <https://kidshelpline.com.au/get-help/webchat-counselling/> for online support between 8am to 12am (midnight) AEST.**

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# ABOUT UNION COLLEGE

## Union College Vision

A learning and living community in which tertiary students are provided with opportunities and programs to enhance their academic learning and personal achievements.

## Union College Mission

To promote education by offering access to a residential community specifically created to assist students achieve academic success.

In pursuit of its vision and mission, the College has as its enduring quality, a safe, secure and caring environment that assists residents to achieve their academic, personal, cultural and sporting goals. College relationships are guided by core values of integrity, innovation, collaboration, tolerance and equity, respect for self and others, and acceptance of responsibility.

## History

An Act of State Parliament established the new University of Queensland on 10 December 1909. Sir William MacGregor, the incoming Governor of Queensland, was appointed as the first Chancellor.

- In 1910, the first teaching faculties were created in Bardon and in early 1911, the first students enrolled.
- In 1926, the difficulty of obtaining a suitable permanent site was solved when Dr James Mayne and Miss Mary Mayne made £50,000 available to the Brisbane City Council to resume land at St Lucia and present it to the University.
- In 1930, the University Senate handed over Victoria Park, less eleven acres reserved for a medical school, to the Brisbane City Council in exchange for the St Lucia site.
- In 1935, the Queensland Government undertook construction and they produced the Great Court plan with its sandstone, classically inspired buildings.

The Second World War disrupted work and the main building was used as the headquarters of General Sir Thomas Blarney, head of the Australian Defence Forces. Work recommenced by 1948 and the Forgan Smith Building was officially opened in May 1949, followed by other major buildings of the Great Court in the 1950s and 60s.

Residential Colleges had been established on the edges of the inner city area, but it was intended that they should relocate when permanent sites were available on the new campus. Religious institutions ran all but Women's College, and all accommodated only a single gender.

- In 1943, the University of Queensland Student's Union planned a non-denominational Union College as an alternative to traditional religious Colleges.
- In 1947, the Union opened a student hostel in rented premises in Wickham Terrace.

Land opposite the St John's College site and bordered by the Wep Harris Oval and a grove of native trees was reserved for Union College in December 1952. Building schemes were considered in 1953, but the cost was too great and the Union purchased two large houses in Wickham Terrace in April 1956.

## **James Birrell the Architect**

James Peter Birrell studied architecture at Melbourne Technical College and he was accepted as a fourth year student at the University of Melbourne, graduating in 1951. In 1955, he was appointed Architect in Charge of the Drawing Office of the Brisbane City Council's Architectural Branch where he designed a large number of public buildings, many of which were illustrated in national design journals. Birrell was Architect to the University of Queensland from 1961-66, overseeing the University's second major phase of construction development. His most notable buildings designed in this period include Union College, the JD Story Administration Building, Staff House and the Hartley Teakle Building.

By July 1963, Birrell had developed a plan for Union College. The plan represented the cutting edge of international ideas at the time, and generated a considerable amount of interest in the building and design industries. The new College was adjudged one of the ten best buildings in Australia for 1965.

Previous designs for student accommodation in Queensland were more conservative and had followed traditional institutional models. Union College had courtyards, recreational and tutorial facilities and student units, providing a modern lifestyle for adult students and in 1968 Union College became the first coeducational residential College in Queensland. Although this was a controversial move in the conservative atmosphere of the time, this and other features of life at Union College, innovative in the 1960s and 70s, are now the norm as university accommodation more closely reflects daily life in the wider community.

In the late 1990s a detached brick function room with a tiled, hipped roof was constructed to the rear of the kitchen. It was also designed by Birrell, but does not match the earlier buildings in form or materials.

## **Description**

Union College comprises several buildings. The two main buildings are linear in form and have an extruded appearance. The facilities block is a single-storey building, which flows through underneath the lower storey of the residential block. The structure has a steel sheeted roof supported by an off-form concrete portal frame infilled with Mt Cootha bluestone. The floors are parquetry, the ceilings are lined with strawboard and the joinery is blackbean. There is a distinctive brick fireplace with four arched openings over a central hearth.

There are courtyards formed between the angles of the buildings. Raised areas set with trees and surrounded by bluestone retaining walls preserve original hillocks on the site. The existing major trees have been supplemented by plantings of other trees, shrubs and flowering plants.

The residential block is a three-storey building supported on off-form concrete pilotis. The plan form of the building follows different angles, facing variously north-east, east, and north, creating courtyards that contain large mature trees and gardens. The pilotis support dark manganese brick internal walls. Open stairwells with off-form concrete external balustrades are located at regular intervals along the building.

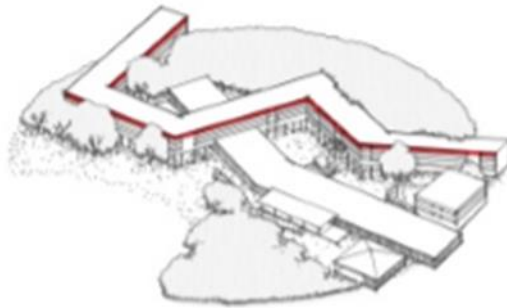
## **Heritage Listed**

Union College is a place of cultural heritage significance and marks an important stage in the modern development of the University of Queensland. An innovative residential College designed in 1963 was modern and functional in concept and construction, and it marked a departure from College design on this campus. As a result, in 2004, the College was added to the Queensland Heritage Register.



Union College has social significance as the first residential College in Queensland to offer accommodation to both men and women. Union College is important as a major work of James Birrell, an architect of national stature and reputation. The Union College building at the University of Queensland campus was built in five stages between 1964 and 1972.

In 2015, Union College celebrated its 50<sup>th</sup> Anniversary on the St Lucia site.



## 2022 UNION COLLEGE BOARD

Mrs Elizabeth Fraser (Chair)

Dr Matthew Ball

Mr Cameron Bruhn

Mr James Doyle

Dr Liam Smith

Mr Peter O'Brien (Head of College)

Ms Susan Gardiner

Ms Racquel Gibbons

Mr Troy Rieck

Ms Rebecca Freath

# 2022 RESIDENT MENTORS

Gabriella Griffiths  
Chloe Diggle  
Mia Crawford  
Kacy Miaco  
Madison Hughes & Adelaide Lapere  
Ferguson Comrie & Ruby Strange  
Claudia Simon  
Emily Hughes  
Sarah Jeffries  
Brooke Hofmeyer & Paolo Zammit

**Resident Tutor**  
**Community Engagement and Volunteering**  
**International Liaison**  
**Resident Functions**  
**Media Liaison**  
**Sport Convenors**  
**Social Convenor**  
**Cultural Convenor**  
**ICC Representative**  
**Resident Mentor Support**

Atish Ajaykumar, Lani Collins, Mia Crawford,  
Lucy Elliott, Aidan O'Callaghan, Connor O'Reilly,  
Jackson Paynter, Eve Scott, Naomi Spitzner-  
Lewis, Bridie Whelan

**Floor Resident Mentors**

## ACCESS TO UNION COLLEGE

### External Gates

#### For Residents

ABC Gate (Gate 1)	Fob entry 24 hours
Upland Road Gate (Gate 2)	Unlocked 6:00am to 6:00pm (Fob all other times)
XYZ Gate / Glass Door (Gate 3)	Unlocked 6:00am to 6:00pm (Fob all other times)
Oval Gate (Gate 4)	Fob entry 6:00am to 11:00pm

#### For Visitors

Upland Road Gate (Gate 2)	6:00am to 6:00pm
XYZ Gate / Glass Door (Gate 3)	6:00am to 6:00pm

### Office Hours and Contact Details

#### Daily | Monday to Friday

8:30 am – 5:00 pm	Office Staff	Ph: 07 3377 1500 (or ext. 500)
5:00 pm – 5:00 am	Security	Ph: 07 3377 1833 (or ext. 833)
All other times	Duty Resident Mentor	Ph: 07 3377 1833 (or ext. 833)

# YOUR ROOM

## Lockouts

If you get locked out of your room during opening hours, simply go to the office and sign out your spare FOB. After hours, the Security Officer on duty or the RM on duty will be able to provide access.

If keys are signed out by Office staff - Return immediately

## Room FOB/key

Your room key as a red fob you've received the day you moved in.

To program your door to be UNLOCKED when closed:

1. Swipe your FOB once
2. Swipe your FOB a second time whilst the light is green
3. The light will blink green

To program your door to be in the LOCKED position when the door is closed:

1. Swipe your FOB once
2. Swipe your FOB a second time whilst the light is green
3. The light will blink red

## Lost FOB

1 <sup>st</sup> Replacement	2 <sup>nd</sup> Replacement	3 <sup>rd</sup> Replacement
\$30.00	\$40.00	\$50.00....and so on

If a **green and red light flashes** when you swipe - seek assistance at the Office or from a Duty RM. This indicates that **the door battery is running low**, and if the battery is not replaced you may be locked out (at the least convenient time).

## Access to Rooms

College will not allow access to another resident's room unless the Head of College or Deputy Head of College agree and hold clear permission from the occupant for a specific purpose and time.

College Management reserves the right to enter any room or area of the College as per Terms and Conditions of Residential Contract.

Please be aware, if management accesses your room for any reason (maintenance, cleaning etc.) your entry door will always be left locked.

## Condition Report

Check your room Condition Report carefully when you arrive and report any discrepancies to the Operations Manager as soon as possible. Hand in your form to the Office within 2 days of arrival. When you leave, the condition of the room will be checked against the report. If items are missing or damaged the amount will be invoiced accordingly.

## Maintenance

To report a problem, complete an entry in the red Maintenance Folder in the Office. If the problem is recorded by 12 noon, maintenance staff (where possible), will assess the problem on that day.

## Pets

No pets, including fish, turtle or any other animal types are permitted in College rooms.

## Personal Property - Security and Insurance

You are responsible for the insurance and security of your own personal equipment. The College accepts no liability in any way for loss or damage caused to your personal possessions on College grounds.

Experience has shown that a large percentage of theft is 'opportunity theft'. Prevent this situation by securing your belongings and locking your room.

## Single Occupancy

Fire legislation in Queensland regulates your room as a single occupancy dwelling with a legal obligation to ensure a clear path to your door is maintained in case of emergency. These requirements apply in all multi-occupancy buildings.

## Additional Equipment in your Room

PERMITTED	NOT PERMITTED
<b>Refrigerator</b> A conventional bar fridge (130L) or smaller is permitted. Bringing in a refrigerator means that you agree to take responsibility to provide some effective protection underneath the fridge to prevent leaks and/or spillage damaging the carpet.	Air conditioners of any kind
	Heaters of any kind, other than the one supplied by the College.
	Sofas/ futons etc. – except those supplied by College in approved circumstances.
<b>Computer and I.T. Equipment</b> Monitors, Desktop PCs, Laptops, Printers. For any other I.T. / Computer equipment, contact the Operations Manager first.	Strings of decorative lights i.e. Christmas lights, LED lights, Fairy lights or similar.
	Eskies
<b>Microwave</b> Must be used with extreme care. If other residents mind the noise or smell, you will be asked to remove the microwave.	Bean Bags
<b>Electric jug</b> Must be used with extreme care. If other residents mind the noise or smell, you will be asked to remove the microwave.	Any cooking devices other than those specified as permitted.

Note: Questions associated with room contents are to be directed to the Operations Manager, for discussion/approval.

## **Room Swaps**

It is possible to swap rooms between Semesters 1 and 2. Please make an appointment to see the Deputy Head of College, Bernadette Yates, to discuss. Cost of the swap is \$100 which includes full detailing of your room to prepare it for the next occupant, plus all administrative procedures associated with changing registration and accounting.

## **Electricity**

Residents are requested to switch off fans, heaters, lights & air conditioning when rooms are unoccupied. Residents must use a power board with overload and reset functions to power any extra items.

## **Room Cleaning**

Room cleaning occurs weekly at a time advised by the Operations Manager. Cleaning days will vary when there are public holidays. Cleaners will not move any items in your room. They need fair and reasonable access to do their job. All residents must make their rooms available, on a weekly basis, for cleaning. Failure to do so will bring you to the attention of the Operations Manager. Cleaning includes vacuuming carpet, emptying the bin, cleaning the mirror, dusting. Please be aware that if you are not in your room when the cleaner has completed his/her duties, your door will be locked.

**Cleaning Packs** - If you would like to clean your room more thoroughly, you can sign out a "Cleaning Pack" from the Office. The cleaning pack includes Spray & Wipe product, paper towels, cleaning cloth, duster and (if required) a vacuum cleaner.

## **Floor Agreements**

Floor Agreements reflect the balance between rights and responsibilities on that floor and may not override a College policy. Students are required to honour the Agreement in good faith and participate with goodwill in the creation of it. In certain circumstances, older year floors may be required to participate in setting up a Floor Agreement.

## **Work Health and Safety**

Union College is bound by the legislative requirements contained in the *Work Health and Safety Act 2011* ("the Act"). Under the Act, everywhere in College is subject to the Act. Residents must be careful not to cause offence by any material left or displayed in the room. Ensure no unsafe situations are created in a room.



# COLLEGE FACILITIES

## Bicycle Storage

The College provides bicycle racks. Bicycles are not to be stored in passageways or on stairwells. Work Health and Safety and Fire Regulations require that thoroughfares be kept clear at all times.

## Recycling and Rubbish Bins

There are several waste disposal options at the College and the recycling bins.

<b>General rubbish</b>	<ul style="list-style-type: none"><li>• Under GHJ stairwell</li><li>• ABC Car Park</li></ul>
<b>Recycling (glass, plastic containers, carton boxes)</b>	<ul style="list-style-type: none"><li>• Courtyard (4 containers with yellow stickers)</li><li>• ABC Car Park:<ul style="list-style-type: none"><li>○ Blue containers for carton</li><li>○ Yellow lid bins for glass and plastic</li></ul></li></ul>
<b>Batteries</b>	<ul style="list-style-type: none"><li>• Main Office (under TV monitor)</li></ul>

All plastic cups in the dining room are biodegradable and can be put in either general waste or recycling.

## Car Parking

- Applications can be lodged at the Office.
- Car parking spaces are allocated on a seniority basis.
- Unauthorised cars will be towed by the College, at the owner's expense.
- Car parking rights will be withdrawn if any person permits others to have unauthorised access to the car park.
- Car parking is not permitted anywhere near a College entrance.
- The College accepts no responsibility for damages incurred whilst cars are parked in the College car parks.
- Car parking spaces are NOT transferable – even temporarily.

## College Gymnasium

**Residents only** may access the College Gymnasium. No non-resident is permitted in the gym. Entry signifies your agreement to the Gym Rules, detailed in the below table.

Gym is open from 6:00 am to 10:00 pm, daily.

<b>1</b>	Current Union College residents only in the facility – No exceptions
<b>2</b>	Pick up after yourself - If you move equipment, put it back where it belongs
<b>3</b>	Proper Hygiene Required <ul style="list-style-type: none"><li>• Sanitise your hands immediately upon entry</li><li>• Carry and use a towel</li><li>• Clean down equipment after use</li><li>• Wear clean clothes while working out and dry, close-top athletic shoes</li></ul>
<b>4</b>	No Food or Drink (except water) allowed - No glass bottles
<b>5</b>	Use Equipment Properly - Misusing equipment can result in injury to yourself and/or damage to the equipment

<b>6</b>	Do not slam, drop, clang, or throw any equipment on the floor when you are finished
<b>7</b>	Do not inconvenience others with noise <ul style="list-style-type: none"> <li>• Use headphones</li> <li>• Keep music at a moderate level as other residents live nearby</li> <li>• Avoid grunting</li> </ul>
<b>8</b>	Be courteous & considerate of others while working out
<b>9</b>	Turn off the lights and fan when leaving

## Games Room

Billiard table, table tennis, Foxtel and PlayStation 4 equipment is available for use in the Games Room. The Games Room is open from 5:00am to 12:00am (midnight) every day.

## Floor Facilities Area

For the convenience and comfort of other residents, no items, either individual or communal, are to be left in the kitchenette, on the sink bench, nearby areas or corridors. Such items will be confiscated and stored by the Operations Manager. To retrieve any confiscated items, come to the Office and complete the necessary paperwork to commence the retrieval process.

## Innes Room

The Innes Room is a multipurpose function room. It is not available for social functions. Residents may use the Innes Room for approved purposes. Bookings are required, and can be made at the Office.

## Late Meals Room

1. The Late Meals Room is situated next to the dining room.
2. To gain access, please use your FOB.
3. There is an oven and microwave for your use.
4. The Late Meals Room is open 24hrs for your convenience.
5. In respect of all residents, please ensure you leave the area clean and tidy after use.

## Laundry Facilities

There are 3 Laundry Facilities. Please ensure you remove your belongings from the machines within half an hour of completion to avoid inconvenience to other residents. Expect your clothes to be removed and left in the laundry if you do not comply.

<b>Locations</b>	Under ABC, GHJ and PQR Blocks
<b>Opening hours</b>	24 / 7
<b>Machines and Cost</b>	GHJ and PQR Blocks: Washing and drying is \$1.50 each Follow directions on machines for access via mobile app ABC Block: Washing and drying is \$1.50 each Follow directions on machines for access via mobile app or purchase tokens from the Office
<b>Washing detergent</b>	Washing machines require front loader powder/detergent
<b>Ironing</b>	Ironing facilities are available in all laundries
<b>Clothes lines</b>	Clothes lines are located behind GHJ Block

## **Library**

The Library (accessed with your FOB) provides an assorted collection of books, and other periodicals for study assistance. It also provides useful study group meeting space.

## **O'Brien Room**

No food or beverages are to be consumed in the O'Brien Room. Access rights are available to:

- Residents who are in their 3rd year of residency at College.
- Residents studying at a Post Graduate or Masters level.
- Members of the RM team.

Fob Access Applications can be obtained from the Office.

In some instances the O'Brien Room can be booked by Members or College Staff. It is not available for social functions. Enquire at the Office during business hours. Bookings must be made at least 24 hours in advance. The person who makes the booking is solely responsible for damages and cleaning during their booking time.

## **TV Room**

The TV Room (accessed with your FOB) contains a large screen. Foxtel is available.

## **UQ Sport Membership**

All residents enjoy free access to the UQ pool, cardio studio and fully equipped gym, along with some exclusive classes and other discounts. Register with UQ Sport for full details.

# **OFFICE SERVICES**

## **Incoming Mail and Courier Deliveries**

All mail, including Courier deliveries is kept at the Office and it is available for collection during office hours and when a Security Officer is on duty. Mail is sorted in order of your surname/family name, not floor.

## **Sending Mail**

Personal letters (standard DL only) may be posted through the Office. Mail is included with the outgoing Office mail.

## **Binding**

A4 binders are available from the College Office for \$1.00.

# TUTORIAL PROGRAM

The Tutorial Program is designed to support and enhance the academic endeavours of all residents especially those engaged in their first year of university study. The Tutorial Program is overseen by the Deputy Head of College, Tutorial Program Coordinator and Resident Tutor. Tutorials commence in the third or fourth week of each semester after residents have indicated their preferences to the Tutorial Program Coordinator and Resident Tutor.

Tutorials are scheduled on any day of the week that is most suitable for residents. Union College is committed to sourcing tutors for any program a resident requires. In previous years, tutorials have been arranged for, but not limited to:

Anatomy, Ancient History, Architecture, Biology, Biomed, Chemistry, Chinese, Economics, Education, Engineering, French, Geography, Japanese, Law, Linguistics, Marketing/Management, Mathematics, Medicine, Pharmacy, Physics, Physiology, Politics, Psychology, Religion, Spanish, Statistics, Thermodynamics.

The 2022 timetable will follow similar general trends depending on demand. If you would like a particular subject, we encourage you to speak with the Tutorial Program Coordinator and Resident Tutor.

Any resident is most welcome to apply for and attend tutorials throughout the semester. Whilst it is not compulsory for residents to receive College tutorials, individuals who have requested assistance with their academic pursuits at the commencement of a semester, are expected to attend tutorials on a regular basis. Open and transparent communication between you and your tutor, as well as the Resident Mentor Tutor and the Tutorial Coordinator is paramount to the success of your academic support through the Tutorial Program here at Union College. In addition, any resident who experiences difficulty in maintaining appropriate grades throughout a semester will be required to attend tutorials until such time as their academic performance has improved.

Any enquiries/requests regarding the tutorial program should be directed to the Tutorial Program Coordinator or the Resident Tutor at your earliest convenience so that the College Tutorial program can best cater for your needs. Residents who are enrolled in more advanced courses may have a request for academic support considered by the Deputy Head of College.

## Requesting a Tutorial

Residents who wish to request a tutorial can choose to:

- A. Visit the Union College Office and complete a Tutorial Request Form obtained at the front counter (Semester 1 & 2);
- B. Reply to an email from the Tutorial Program Coordinator which will be sent out in Week 1 of Semester 1 and Semester 2. This email will contain an electronic tutorial application form. The tutorial application form can be completed and submitted via email back to the Tutorial Program Coordinator.

Once a tutorial request has been made, the Tutorial Program Coordinator will engage a tutor or link you in with an established tutorial as soon as possible.

## Tutorial Meeting Rooms

The Tutorial Rooms are air conditioned, located next to the Library and are accessed with your fob. Tutorial Rooms are available for residents for meeting or study, provided a College Tutorial is not scheduled at that time. Residents using a Tutorial Room must vacate immediately if a tutorial is about to take place. Time limit for private use is generally four hours duration or less.

# DINING IN COLLEGE

## Meal FOB

Your FOB must be used at every meal time to identify yourself. Swipe meal FOB at the serving point to receive a meal. No transfer of fob to another resident is permitted. Students identified as allowing their fob to be used by another resident or a guest will be required to pay for the additional meals (see Meals for Visitors) and will face additional penalties. If you have lost your FOB you can buy a new one at the office. There is a charge for this service. If your fob doesn't work, see the Office for assistance.

### Weekdays:

Breakfast	Continental Breakfast	6:30am – 9:30am
	Hot Breakfast	7:30am – 8:30am
	Lunch making facility	6:30am – 9:30am
Lunch		12:00pm – 1:30pm
Dinner		5:30pm – 7:30pm

Lunch making facilities and late meals are not available during vacations or weekends.

Late meal must be ordered before 4:30 pm on the day it is required.

### Weekends & Holiday Periods:

Breakfast	Continental Breakfast	7:00am – 10:30am
	Hot Breakfast	8:00am – 9:00am
	Lunch making facility	Not available on weekends and during holidays
Lunch		12:30pm – 1:30pm
Dinner		6:00pm – 7:00pm

Meal times may be adjusted during the year.

## Meals for Visitors

- Available for lunch and dinner only.
- No money is ever accepted in the Dining Room.
- No guest or visitor may never be in the Dining Room unless they are in possession of a meal voucher and accompanied by a resident.

During O Week	No visitor meals available	
Visitors & Meal Vouchers	Must be accompanied by a resident at all times including when purchasing the voucher required for eating in the Dining Room. Available from the Office: 9:00am - 5:00pm weekdays If the office is closed, vouchers are unavailable.	
Cost (cash or EFT)	<b>Lunch: \$8.00</b>	<b>Dinner: \$10.00</b>
Warning	Residents attempting to obtain free meals for friends will be charged double the cost of the meal and required to leave the Dining Room. There could also be disciplinary penalties.	



## **Dietary Needs**

Special dietary requirements, if stated on the Application Form, can mostly be catered for. This does not include personal preferences reflecting life style choices. Medical conditions (supported by documentation) that require special diets (not previously stated) should be discussed with the Head of College.

## **Packed Lunches and Late Meals**

Packed Lunches and Late Meals are not available during vacations or on weekends and are only provided for assistance in pursuit of academic endeavours or if you are supporting the College at sporting or cultural activities.

Packed lunches are available Monday to Friday on a make-your-own basis. Please allow sufficient time for preparation. Packed lunches take the place of regular lunch (i.e. you are not entitled to a hot lunch and a packed lunch).

Late meals are served on weekdays in the Late Meals Room. Requests for late meals must be registered before 4:30 pm on the actual day required - there is a red book in the dining room.

## **Behaviour**

College expects that all residents will have the opportunity to enjoy their meals in a clean, safe and relaxing environment, undisturbed by any pranks, jokes, public displays of boisterous or unruly behaviour. Disturbing the peaceful enjoyment of other diners is not permitted. Offending person(s) will be asked to leave the Dining Room immediately and be brought to the attention of the Head of College.

## **Self-Clearing Policy**

Be considerate. Leave the table clean for the people dining after you, and neatly place your used dishes on the trolley in the Dining Room.

## **Clothing and Footwear and Other Considerations**

In the interest of Workplace Health and Safety, smart casual attire is required and footwear must be worn at all times in the Dining Room. Please be mindful that it is a shared communal space and be thoughtful of your attire. Bags and books are to be placed in the area inside the main door, and not near or across doorways.

## **Hand Hygiene**

The use of a hand sanitiser by residents is encouraged. Keep a bottle in your room and use prior to meal times.

Hand sanitiser is also available in the Dining Room.

## **Alcohol**

No alcohol is allowed in the Dining Room except for functions that have been authorised by the Head of College. Only alcohol provided by the College is to be consumed at the functions.

## **Removal of Crockery/Cutlery/Food (from Dining/Kitchen Area)**

Residents may carry out one beverage in the cup provided by College and one piece of fruit. Other than this, removal of cutlery, crockery and food items from the Dining Room is **not permitted**.

## **Camera Surveillance**

Students are reminded that surveillance cameras operate in the catering area.

## **Resident Advisory Forum (RAF) - Food Focus Group**

The role of the food focus group is to provide a forum for residents to raise issues regarding their dining experience and provide direct communication between the residents and the catering (Cater Care) staff. Meetings are organised by the Co-Chairs of the RAF and the Cater Care Manager from time to time and are open to all residents.

## **Queuing for Meals**

Take your place politely in turn, in the queue outside the Dining Room. No pushing in or saving places is permitted, nor is anyone accorded special status by seniority. If your friend/s arrive later than you, move back to join them – avoid causing offence to others who are also waiting.

# COLLEGE ORGANISED SOCIAL EVENTS FOR RESIDENTS

## College Formal Dinners

Invitational Dinners are held throughout the year in the Innes Room. Dinners usually feature an interesting speaker/performer with gourmet food and beverages to accompany. Every resident will receive an invitation to at least one dinner. Attendance is by invitation only. A list is kept at the Office, if you would like to be placed on the reserve list for cancellations. Normal meals are available for those not wishing or not invited to attend the Invitational Dinner.

## Union College Ball

A ball is held once a year. This event is for current College residents and their partners/guests. The event is subsidised by the College. It is an all age event and tickets are sold from the Office.

## Twilight Concert

A Twilight Concert is held once a year, in College Dining Room for the enjoyment of Union College residents. This is a closed event. College provides food and beverages. Residents will need to bring ID.

## College Awards Evenings

These are special functions hosted by Union College to celebrate the academic, sporting and cultural success of residents. Attendance is by invitation only and invitations will be issued according to certain criteria.

## Valedictory Celebration Dinner

This function is held in the Innes Room and attendance at the function is by invitation only. Eligible residents are graduating and long term residents of the College. Dress code is semi-formal evening wear.

### Dress Code (for Invitational & Awards Functions & Twilight Concerts)

- Gentlemen: Business shirt and tie, smart casual slacks (no denim) and closed-in dress shoes (no sneakers or sports shoes).
- Ladies: As appropriate (no shorts, sneakers or denim).

# FIRE INSTRUCTIONS & EMERGENCY EVACUATION

Evacuation assembly points and Instructions for exit are located on the door of your room.

You are explicitly responsible for all fire safety equipment in your room. Under the *Fire & Rescue Service Act 1990*, it is an offence, liable to prosecution, to tamper with any fire equipment or fire detector anywhere. Any interference with any automatic alarm will result in suspension, and you will be responsible for all costs incurred as a result of such interference.

When a Fire Alarm sounds, residents are required to evacuate the building immediately. Failure to comply will be considered a serious offence and may warrant further action by the Head of College.

Callout of the Fire Service for a false alarm is charged to individuals who set off false alarms at the rate set by Queensland Fire and Emergency Services. For your reference, **callout rate (current until July 2022) is \$1,373.95**. Additional charges to be covered are detector replacement and a callout fee for the technician to replace the detector.

Note: Smoke Detectors are extremely sensitive and highly reactive (e.g. be observant of smoke, steam, aerosol spray, heat sources, particulate matter etc.).

Your room extinguisher is suitable for electrical fires. Use only if safe to do so. If you accidentally discharge a fire extinguisher, you will be charged the cost of refilling it.

## What do the Fire Alarms Sound Like?

Emergency Alert - 'BEEP BEEP': Standby and await further instruction.

Emergency Evacuate - 'WHOO WHOO': Verbal instructions will be broadcast.

## Evacuation Procedure

When the 'EVACUATE' alarm sounds:

- Ensure your neighbours are alerted (if safe to do so) and evacuate the building immediately.
- Proceed to designated exits.
- WALK – DO NOT RUN – KEEP CALM AND ORDERLY.
- Proceed to the designated assembly area for your block.

When the alarm shuts off, it means the Fire Service has arrived. Await instructions before re-entering the buildings.

## Assembly Areas

Your Room Location	Your Assembly Point
ABC & S Blocks	ABC Carpark
DEF, GHJ, KLM, PQR Blocks	Oval
XYZ Block	XYZ Carpark

Remain at the assembly point and wait for a signal from the Resident Mentor to re-enter the building.

# EMERGENCY LOCK DOWN

The Union College Emergency Lock Down procedures will be outlined to all residents at the commencement of the year. Residents will be shown the location of the **duress button** which, once pressed, will result in an SMS being sent to all mobile phone numbers registered in our system. Security personnel who are aligned with The University of Queensland will automatically be notified via this process. **The individual who has initiated the lockdown procedures will be required to contact police, if safe to do so, in order to describe the appearance and actions of the person/people who are a threat.**

Pushing the **Red Button** (duress button) that is located on the wall in the Late Meals Room will result in an SMS text being sent to all residents and staff of Union College as well as Security Personnel at The University of Queensland. This text will alert recipients to a threatening situation which requires everyone on our site to move to an enclosed space and remain out-of-sight and quiet.

## When you receive the Lockdown Alert on your mobile phone

- If safe to do so, quickly alert other residents near-by that Lockdown procedures are to be followed
- Move to an enclosed space and secure/lock the door
- Close any blinds or curtains
- Turn out light sources and switch mobile phones to silent
- Remain out of sight
- Keep quiet
- Never open doors during a lockdown, even in the event of a fire alarm
- Stay in a secure location until directed by Emergency Services or College/Security staff member to move or evacuate or you are given the 'All Clear' via another SMS
- If you are outside a building and unable to gain entry, find a space which is out of sight and remain still until given direction from emergency services or given the 'All Clear' via an SMS.

## What to do if you are the person who has initiated these procedures

- After you push the red button, find a secure location.
- Call the POLICE immediately by dialling "000" on your mobile phone; or
- "0000" on the phone located beside the Red button (The extra "0" is required in order to access an outside line)
- You will need to identify yourself; provide a clear description of the threat; identify your location and the road/street address of Union College. (Street address is 38 Upland Road, St Lucia, Queensland 4067).
- If safe to do so, call Duty Phone 07 3377 1833 or Security on 0412 850 158 and identify yourself and provide a description of the threat to the person on call.
- Remain calm and await the 'All Clear' SMS.

Note: Police and Ambulance can access our site via Gate 3, on Sir William MacGregor Drive, which is approximately 20 meters from the intersection with Upland Road.



# EXTERNAL FACILITIES & SERVICES

## Non-Urgent Health Assistance

Call 13 HEALTH for 24 hour useful free information from a registered nurse.

## Emergency Medical Assistance

For any emergency medical problem which may require hospitalisation contact College representative (details in the below table), who will call the ambulance.

When the office is closed:	When the office is open:
<u>From the phone on your floor in the kitchenette</u> dial 833 and you will be connected to the Security Officer or the Duty RM	<u>From the phone on your floor in the kitchenette</u> dial 500 and you will be connected to Reception
<u>From your mobile phone</u> dial (07) 3377 1833 and you will be connected to the Security Officer or the Duty RM	<u>From your mobile phone dial</u> (07) 3377 1500 and you will be connected to Reception

If possible, notify Head of College or Deputy Head of College immediately.

## University Health Services (office hours only)

St Lucia Campus  
Leven 1 Gordon Greenwood Building (Building No. 32)  
8:30am–5:00pm Monday to Friday  
Telephone: (07) 3365 6210 | <http://www.uq.edu.au/services/health-services>.

Emergencies are treated immediately and needle exchange is available.

## Fees

Payment is by Medicare Card for Australian citizens. Overseas students (including New Zealand students) must show an Overseas Student Health Cover (OSHC), Worldcare Card or a Medibank Private Card to be bulk billed. If you do not hold one of these cards, your appointment must be paid for and claimed back through insurance.

## Local Area Health Services

<b>Smart Clinics Toowong Family Medical Practice (Fees apply)</b>	Level 10/39 Sherwood Rd, TOOWONG (07) 3371 5666
<b>Taringa 7 Day Medical Practice (Open 7 days, 7:00am-midnight)</b>	Cnr Morrow St & Moggill Rd, TARINGA (07) 3870 7239
<b>The Royal Brisbane Hospital (Public)</b>	Butterfield St, HERSTON (07) 3636 8111
<b>The Wesley Hospital (Private)</b>	Cnr Coronation Dr & Chasely St, AUCHENFLOWER (07) 3232 7000

## Banking

Commonwealth Bank of Australia (CBA)	ANZ Banking Group Limited	Handybank ATM
ATM facilities located in the Union Complex, UQ.	ATM facilities located in the Staff and Graduate Club building.	ATM facilities located in the Staff and Graduate Club building.

## Post office

UQ St Lucia Campus	Bottom of J.D. Storey Building, UQ 9:00am – 5:00pm Monday to Friday
Local St Lucia Post Office	<i>St Lucia Village (The Ville), 1/217 Hawken Drive</i> 9:00am – 5:00pm Monday to Friday 9:00am – 12:00pm Saturday (closed Sunday)

# PUBLIC TRANSPORT

## Bus Services

University of Queensland Bus Terminals are located outside the J.D. Story Building in Chancellors Place and at UQ Lakes. The following services depart from these terminals:

### UQ Lakes Bus Routes

- 109 – UQ to City, Cultural Centre Southbank & Annerley
- 169 – UQ to Eight Mile Plains via Buranda, PA Hospital & Dutton Park
- 209 – UQ to Carindale via Buranda, PA Hospital & Dutton Park

### Chancellors Place Bus Routes

- 402 – UQ to Toowong via Sir Fred Schonell Drive
- 411 – UQ to City via Hawken Drive
- Express** 412 – UQ to City via Sir Fred Schonell Drive
- 414 – UQ to Indooroopilly via Taringa
- 427 – UQ to Chapel Hill via Indooroopilly
- 432 – UQ to Kenmore via Indooroopilly

For more details and up-to-date information, contact TransLink on 13 12 30 or <http://www.translink.qld.gov.au/>. Use go card on all TransLink bus, train (including Airtrain), ferry and tram services in greater Brisbane, Ipswich, Sunshine Coast, and Gold Coast regions. The best part about go card is it's:

- cheaper than a paper ticket
- convenient to manage
- easy to top-up and use

You can purchase your “go card” from the Office, the newsagency at the Ville or at selected railway stations.

## Ferry & City Cat Services

City Cat (7 days) departs the City Cat Terminal, which is adjacent to the bridge near UQ Lakes Bus Stop on Campus (UQ Map Reference: 28A, ref L4).

## Taxi Services

Taxi Company	Telephone
Black & White Cabs	13 10 01
Yellow Cabs	13 19 24

# CAMPUS SECURITY SERVICES

<b>UniSafe Website</b> Free call 1800 800 123 <a href="http://www.uq.edu.au/unisafe/">http://www.uq.edu.au/unisafe/</a>  <a href="https://campuses.uq.edu.au/information-and-services/security/campus-safety">https://campuses.uq.edu.au/information-and-services/security/campus-safety</a>	<b>UQ Security</b> <a href="http://www.pf.uq.edu.au/security.html">http://www.pf.uq.edu.au/security.html</a> Prentice Building 42, Staff House Road Emergency Telephone: (07) 3365 3333 General Enquires: (07) 3365 1234 Free Call (all hours): 1800 800 123
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The University's Security Officers patrol the campuses and are on call 24/7 to deal with inquiries and provide assistance and support.

## Emergency Call Points

St Lucia campus is equipped with illuminated "Emergency – Security Call Points". Pressing the button provides immediate communication with Security and activates an alarm, which brings Security Personnel to that location.

## Locations

- Chancellor's Place (outside the Otto Hirschfield Building);
- Campbell Road end of the Commerce Building;
- Cooper Road cul-de-sac (between the Hawken Engineering Building and the Physics Annexe);
- Dutton Park Ferry Terminal;
- CityCat Terminal;
- Warehouse Complex on Sir Fred Schonell Drive;
- Molecular Biosciences I Plaza;
- All levels of the multi-level car parks off Sir Fred Schonell Drive;
- Walkway behind the car parks, leading to Glasshouse Road;
- Staff House Road (turning circle outside the Staff Club).

## Safety Bus Service

Free Safety Buses cover the campus (car parks, Colleges, CityCat etc.) and Sir Fred Schonell Drive (to Dutton Park Ferry and Gailey Road). Bus timetables with map are available from Security on-line, Colleges, Media and Information Services or the Student Union's Women's Equal Opportunity Area. See the bus route map for scheduled bus stops, call Security or hail the bus to be picked up.

## UniSafe Escorts

At night, licensed UniSafe Escorts are available on the St Lucia campus as escorts to public transport or your car at night. This free safety service is available 24 hours a day, 7 days a week. If you know you'll want an escort at a particular time, contact Security in advance so someone will be available for you when you're ready to go.

Contact University Security for more details:

- Phone: 07 3365 1234 or 1800 800 123
- Email: [security@pf.uq.edu.au](mailto:security@pf.uq.edu.au)

# STUDENT SUPPORT SERVICES

## Personal/Career Counselling

Where:	Room 301, Level 3, Relaxation Block, Building 21D
Hours:	8:30am – 4:30pm Monday & Friday
Contact Details:	Phone: 3365 1704 Fax: 3365 1702 Email: <a href="mailto:student.services@uq.edu.au">student.services@uq.edu.au</a>
<b>Crisis Line</b> Contact Details:	<b>24 hour UQ Counselling Crisis Line</b> Phone: 1300 851 998

## Services

- Personal Counselling
- Careers and Graduate Employment
- Personal Development
- Disability Services
- Equity and Diversity Support
- Learning Assistance
- Legal Services
- International Student Support
- Financial Assistance

## HAWKEN DRIVE VILLAGE *aka* The Ville

The Ville is our local shopping precinct and provides a number of services, as listed below:

Dining-In Restaurants and Take-Away  
Fish & Chips  
News Agency and Post Office  
Dentist  
Optometrist

Coffee Shops  
Subway  
IGA Supermarket  
Bakery  
Liquor Store

# HELPFUL WEBSITES

[www.ourbrisbane.com](http://www.ourbrisbane.com) Everything related to living in or visiting Brisbane

[www.whitepages.com.au](http://www.whitepages.com.au) Business & Personal Directory (sorted by Surname/Business Name)

[www.yellowpages.com.au](http://www.yellowpages.com.au) Business Directory sorted by Business Type/Name

[www.translink.com.au](http://www.translink.com.au) Public Transport Timetables and Fares

[www.whereis.com](http://www.whereis.com) Maps of Australia including local street maps

[www.joboutlook.gov.au](http://www.joboutlook.gov.au) Careers guide on training, your career and your first job

[www.ugsport.com.au](http://www.ugsport.com.au) Everything related to sport & recreation facilities at UQ

[www.uq.edu.au](http://www.uq.edu.au) Everything related to The University of Queensland

[www.griffith.edu.au](http://www.griffith.edu.au) Everything related to Griffith University

[www.qut.edu.au](http://www.qut.edu.au) Everything related to Queensland University of Technology

[www.acu.edu.au](http://www.acu.edu.au) Everything related to the Australian Catholic University

[www.cqu.edu.au](http://www.cqu.edu.au) Everything related to the CQ University

[www.usq.edu.au](http://www.usq.edu.au) Everything related to the University of Southern Queensland



# UNION COLLEGE POLICIES 2022

You would have received this document once your application was approved. If you have any questions or queries after you have read it, please contact your Resident Mentor in the first instance, or alternatively send your queries by email to the Deputy Head of College, Bernadette Yates on [b.yates@unioncollegeuq.com.au](mailto:b.yates@unioncollegeuq.com.au).

## Community Living

Key concepts for a harmonious College: Personal Accountability & Respect for others. Pursue a meaningful individual life, always being mindful of the needs of others.

The Union College Residential Contract sets out its expectations for community living and binds both the College and each resident (and, if the resident is under 18, the parents) to work in partnership in the best interests of all members of College. It is up to each person to ensure that personal choices do not impact upon the rights of others. All residents, in the interests of harmonious community life, are required to abide by the College Policies as published in the current Union College Resident Handbook.

No one is to harass, intimidate or impose themselves or their behaviours on any other person in the College or on those in the adjacent community. The space and privacy of others living in the community must be respected. To avoid any potential for negative impact, care should be taken not to disturb/offend another resident and to be considerate of those whose needs and tastes will differ from your own. This is a personal responsibility. It is not another resident's responsibility to monitor your behaviour for you.

## Academic Progress Policy

### Fulltime Load

All residents in College must be engaged in the study of 4 subjects per semester. If a student wishes to reduce their fulltime load, (and there are circumstances when this is a reasonable course of action) the Head of College's permission is required.

### Satisfactory Academic Progress

Residents are required to maintain satisfactory academic progress and achieve a cumulative GPA of at least 4 each semester. Where a student is under threat of Academic Exclusion or achieves a cumulative GPA of less than 4, membership of College may be at risk, although this will depend on the circumstances.

### Change of Program/ Institution

Changes to a different Program within the University of Queensland should be notified to the Office within 7 days. If you were accepted to College as a UQ student and wish to change to another university, discussion with the Head of College is required to obtain approval.

### Accessing Your Tertiary Results

It is a condition of residency at Union College that at the completion of every semester, residents attending an alternate tertiary institution email a copy of the unofficial transcript of their academic record the Deputy Head of College within 48 hours of release of results. Academic results for residents studying at UQ are accessible by the Deputy Head of College and no action is required by the resident.

## Alcohol Policy

### Reasonable Use

This Policy applies to all residents who consume alcohol anywhere on the College site and also when alcohol-related behaviours beyond College bring the College into disrepute.

Union College accepts that most residents are over 18 and consume alcohol in a reasonable manner, and the College agrees that for personal use, a small amount of alcohol may be stored and consumed in a resident's room.

Union College does not accept or condone the abuse of alcohol either on College grounds or elsewhere. The use of alcohol in such a way that a negative impact on others is created, and/or either the resident or the resident's peers (or other parties) are placed at risk, or significant inconvenience is caused to others, or damage or loss is sustained by the College or other parties, will result in sanctions. All loss or costs of restoring property (including cleaning) will be the responsibility of the resident.

Union College recognises and respects the right of all residents over 18 years of age to engage in private activities off College grounds. However, Union College has a reasonable and legitimate interest in protecting its reputation from harm caused by the actions of its residents when off College grounds.

Any resident involved in an incident or engaging in behaviour off College grounds which has the potential to damage the College's reputation (and in which the consumption of alcohol is a contributing factor) may be the subject of sanctions. If a resident is involved in such conduct, they must notify the College as soon as reasonably practicable to enable us to take steps to protect the College's reputation.

### Alcohol Use on the College Site

To avoid disturbing others, no alcohol may be consumed anywhere in College other than a resident's room, and a maximum of 5 persons is permitted in a room when alcohol is being consumed. All public places, including corridors and the grounds are strictly alcohol free areas. College may at its discretion confiscate alcohol being consumed in any public place in College. The only exception to this aspect of the policy is when a 'Terrace Thursday' or 'Terrace Sunday' is arranged via the pre-approval of College Administration.

### Storage/ Equipment/ Drinking Games

The use of eskies, kegs, funnels, yard glasses, any other drinking implements, home brewing and distilling equipment are prohibited on the site, as is the playing of drinking games.

### Under 18's

Residents under 18 are particularly reminded that it is against the law to access alcohol. **Residents under the age of 18 years, storing or accessing alcohol, will be subject to sanctions.** Any resident, member of staff or contracted employee who aids and abets the supply or sale of alcohol to a resident under 18 will be in breach of this Policy and the Law, and could be sanctioned and dismissed from College

## Anti Bullying Policy

Union College does not tolerate bullying. Bullying behaviour creates an intimidating and unwelcoming environment and undermines the creation and maintenance of a harmonious College. There is no place for bullying behaviour in Union College.

Bullying behaviour is behaviour that is *repeated* and *unreasonable*, is directed towards one or more people and creates a risk to their health and safety (well-being).

Repeated behaviour refers to the persistent nature of behaviour and can involve a range of behaviours over time.

Unreasonable behaviour means behaviour that a reasonable person, having considered the circumstances, would see as unreasonable, including behaviour that is victimising, humiliating, intimidating or threatening.

Bullying can result from an imbalance of power. It can be intentional or unintentional and initiated by individuals and/or by groups. It is a form of harassment.

Examples of behaviour that may be bullying if they are repeated, unreasonable and create a risk to a person's well-being include but are not limited to the following:

- Physical: fighting, pushing, shoving, offensive gestures or invasion of personal space, offensive body language, "death stares"
- Verbal: name calling, use of offensive language, and slander, picking on people because of their race, sex or religious creed, taunts because of culture, race, religion, gender,
- Appearance, sexuality or economic circumstances.
- Victimisation: stand-over tactics, picking on others, threats to "get people" where groups try to dominate others.
- Electronic: sending malicious emails, text messages, posting of offensive, hurtful or intimidating information on social media sites.
- Social: exclusion, prejudice, gossip, spreading rumours, unwelcome practical jokes.
- Personal possessions: Damaging or tampering with a person's property or equipment

Union College has a number of trained Contact Officers to assist in ensuring that residents have ready access to advice about bullying. It is the role of Contact Officers to provide confidential and impartial information in order to support any resident make an informed decision about how to resolve an issue. It is not the role of Contact Officers to solve the problem for you, however, they can assist you make a practical and effective decision that meets your needs.

If, after seeking assistance from a Contact Officer, you continue to feel troubled by your situation, it is important to talk with the Deputy Head of College or Head of College.

## Complaints Policy & Procedure

### Introduction

This policy and procedure outlines the process by which Union College receives, manages and responds to complaints.

This model of operation will assist Union College to resolve matters in an efficient manner and at the local level where possible. Monitoring complaints in this way will allow Union College to follow trends, identify opportunities and operate in a continual business improvement environment.

### Policy Statement

The following statements inform how complaints are viewed and managed at Union College:

- Complaints are opportunities to resolve issues, ensure a safe place to work and live and generally improve life at Union College;
- It is expected that where possible, people should attempt to resolve issues directly with those concerned. If this is unsuccessful or they feel unsafe or it is not possible (for example in more serious cases such as sexual harassment and criminal matters), then a formal complaint should be made as soon as possible;
- Complaints should be made in good faith and not for vexatious or vindictive reasons;
- Every effort should be made to address complaints fairly, as quickly as possible and at the lowest possible level;
- The complaints process should be visible and accessible;
- People who make complaints or assist with resolving complaints in good faith should not be treated unfairly or inappropriately; and
- All Union College Board Members, Staff and Residents have a responsibility to be aware of the different complaint types and their obligations to report incidents in particular circumstances.

### Definitions

**Authorised Decision-maker** – a Union College staff member or Board Member who has the authority to make a determination regarding the outcome of a complaint. The Authorised Decision-maker will always be at a level higher than the subject(s) of the complaint. For example, in the case of a complaint against the Head of College, the matter will be managed by the Chair of the Board.

**Child** – a person under the age of 18 years

**Complainant** – a person or organisation that makes a complaint or expression of dissatisfaction.

**Complaint** - is an expression of dissatisfaction, orally or in writing, about the service, decisions, actions or behaviour of any Union College staff member, contractor, resident, Board Member or any other person engaged by or representing Union College in any way.

**Complaints Monitor** – a person or organisation that is responsible for coordinating and reporting in relation to Union College's complaint management process.

**Natural justice** – a set of principles to ensure fair and just decision making, including a fair hearing, an absence of bias, decisions based on evidence, and the proper examination of all issues.

**Union College Staff** – includes a permanent, temporary, casual, contract or volunteer member of Union College's staff.

### Complaint Types

Further information regarding each of the following complaint types is contained within Union College's Handbook and associated Policies.

- Criminal – behaviour in the workplace that is (or is alleged to be) a criminal breach of State or Commonwealth legislation.
- Child Protection – where a young person under the age of 18 years is subjected to sexual abuse or is likely to be subjected to sexual abuse or behaviour that causes or is likely to cause harm.

### **Workplace Bullying<sup>1</sup>**

*Repeated and unreasonable behaviour* directed towards a worker or a group of workers that *creates a risk to health and safety*<sup>2</sup>.

Repeated behaviour refers to the persistent nature of the behaviour and can involve a range of behaviours over time.

Unreasonable behaviour means behaviour that a reasonable person, having considered the circumstances, would see as unreasonable, including behaviour that is victimising, humiliating, intimidating or threatening.

Examples of behaviour, whether intentional or unintentional, that may be considered to be workplace bullying if they are *repeated, unreasonable and create a risk to health and safety* include but are not limited to:

- Abusive, insulting or offensive language or comments;
- Unjustified criticism or complaints;
- Deliberately excluding someone from workplace activities;
- Withholding information that is vital for effective work performance;
- Setting unreasonable timelines or constantly changing deadlines;
- Setting tasks that are unreasonably below or beyond a person's skill level;
- Denying access to information, supervision, consultation or resources to the detriment of the worker;
- Spreading misinformation or malicious rumours; and
- Changing work arrangements such as rosters and leave to deliberately inconvenience a particular worker or workers.

A single incident of unreasonable behaviour is not considered to be workplace bullying, however it may have the potential to escalate and should not be ignored. Such behaviour may be a breach of the Code of Conduct.

If workplace bullying behaviour involves violence, for example physical assault or the threat of physical assault, it should be reported to the police.

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<sup>1</sup> Guide for Preventing and Responding to Workplace Bullying (Nov 2013) Safe Work Australia

<sup>2</sup> Guide for Preventing and Responding to Workplace Bullying (Nov 2013) Safe Work Australia

## Drugs Policy

The object of this policy is to encourage members to promote a College environment free of drugs and the accompanying risk to wellbeing and to state the very serious position the College takes in relation to possession, supply or use of illegal and /or unsanctioned substances in situations when there are reasonable grounds to believe that:

- Illegal drugs or substances have been brought onto the College site/buildings or to College events and /or students at College or at College events are affected by illegal drugs/unsanctioned substances.
- Events outside the College have impacted, or will impact, on members' well-being or the reputation of the College.

Students attending the College are adult or near-adult in age and are expected to avoid decisions and situations that place them and others at risk of harm, and in breach of the Law and of College Policies.

A student at College, in the vicinity of the College, at College events or events interpreted as being under College control, must not:

- Knowingly possess any drug, or prohibited or unsanctioned substance other than that for which they hold a current medical prescription.
- Supply and/or administer such to self or others.
- Have in possession any piece of equipment for use in connection with the smoking or consumption or administration of a drug or substance or the preparation of a drug or substance, for smoking, consumption or administration.

Union College recognises and respects the right of all residents over 18 years of age to engage in lawful private activities off College grounds. However, Union College has a reasonable and legitimate interest in protecting its reputation from harm caused by the actions of its residents when off College grounds.

Any resident involved in an incident or engaging in behaviour when off College grounds which involves unlawful drugs or prohibited or unsanctioned substances and which has the potential to damage the College's reputation may be the subject of sanctions. Residents involved in or witness to any such events must notify the College as soon as reasonably practicable. We may be required to report such incidents or behaviour to appropriate authorities in order to comply with our legal obligations.

Police will be notified in any circumstances where:

- A student is found to be in possession of an illegal substance or an object used in connection with the use of an illegal substance (e.g. pipe, hypodermic syringe). The illegal substance and/or object must be delivered immediately into the custody of the College Head/delegate. Parents will be contacted at the earliest opportunity and relevant items will be passed to the Police who will then determine whether further action or investigation is necessary.

The above process will also apply if such an item is found in the possession of, the room of or in the belongings of the student. A student may be required to make possessions available for scrutiny in certain circumstances e.g. where in the reasonable view or suspicion of the Head an illegal or illicit substance may be in the student's possession/room/belongings.



## Equity Policy

Union College is committed to a just, safe, inclusive and friendly environment for everyone. When residents walk into Union they (and their families) need to be confident that they will be entering such an environment, one in which they are able to realise their full potential. Everyone at Union must be able to access opportunities and must be able to fully participate in the College community.

No one at Union is to be unfairly or unlawfully discriminated against, abused or exploited. Everyone at Union has a right to be **treated as an individual**, to be **treated fairly**, and to be **treated with respect**.

The behaviour of everyone at Union must contribute to ensuring that this environment exists and that all residents can access opportunities and fully participate in the College community. Everyone's behaviour should facilitate and not interfere with the way in which others can do this. Importantly, this includes ensuring that their behaviour in no way condones or encourages any bad behaviour from other College residents.

The Queensland Anti-Discrimination Act 1991 states that, discrimination on the basis of sex, marital status, pregnancy, race, age, religion, sexual preference, political beliefs, impairment, family responsibilities and family status is unlawful. Union College will not accept unlawful or unfair discrimination in any and all areas of College life. In some circumstances, federal legislation may also apply.

The College has a number of trained Contact Officers who are able to assist those concerned about equity issues. Contact Officers are able to provide confidential and impartial information and to support any resident make an informed decision about how to resolve an issue. However, it is not the role of Contact officers to solve your problem; they may assist you to make a practical and effective decision that best suits your situation.

## Noise Policy

1. Residents are required to avoid inconveniencing others with noise (e.g. loud music or computer games, running in hallways, calling out etc.) Security Officers are empowered by College to exercise judgement about action to be taken with regard to noise (and other matters). Resident Mentors will also assist.

**There is no time during the day or night when it is permissible to make loud noise of any kind.** Close the doors and windows, use head phones for music. Remember that loud talking in the corridor can disturb others. Avoid noise that disturbs other members of the St Lucia Community living nearby.

2. **A zero tolerance of noise policy** applies during SWOTVAC and examination periods. This will be strictly enforced.
3. A resident who is unable to respect the rights of others who still have exams will be asked to vacate the College early at the Head of College's discretion. **No refund will be payable in these circumstances.**

## Penalties For Policy Breaches

The College will raise with the resident, concerns which arise about that person's behaviour. Failure to address such behaviour after such discussions is considered a serious breach and may result in exclusion from College. The College reserves the right of instant dismissal in some circumstances.

A Resident Review Committee may be involved, at the discretion of the Head, in aspects of the disciplinary process.

The number and types of responses will be determined by the level and type of behaviour, and the impact on others or damage to property.

### Penalties

At the discretion of the Head of College/Deputy Head of College any of the following may occur:

- Informal caution or warning
- Public apology
- Withdrawal of privileges/access
- Formal Warning notice on your record to state that you have exceeded the boundaries of what is deemed to be acceptable and/or could include contact with parents/caregiver/university where appropriate.
- Financial penalties or fine.
- Suspension (Students who receive more than one formal warning letter or suspension could find their continuing membership of College in question).
- Show Cause (You will be given the opportunity to explain if special circumstances apply to your situation prior to your residency being terminated).
- Termination of your residency and requirement to leave the College.
- Police intervention and legal action.

## Privacy Policy

Union College is committed to handling personal information in accordance with the Australian Privacy Principles under the *Information Privacy Act 2009 (QLD)* and the *Privacy Act 1988 (Cth)* as amended.

This Privacy Policy sets out how Union College collects, stores, uses and discloses personal information. Personal Information is defined in section 12 of the *Information Privacy Act 2009 (QLD)*. It is a very broad definition that encompasses any information about an individual who can be identified directly from the information, or whose identity can be reasonably ascertained by reference to the information. Information does not necessarily have to be true, or written down, to be personal information, and neither does it need to be sensitive or 'important'. The definition is limited in that an individual can only be a natural person, meaning that companies, for example, do not have personal information and neither do deceased persons.

### Collection of Personal Information

Union College will, where it is reasonable or practicable to do so, collect personal information directly from an individual using a number of different methods, including websites, electronic transmissions (email), post, telephone, in person or portable devices. Union College may also collect personal

information from third parties, including clients, contractors, service providers, publicly available records or other individuals.

### **Use of Personal Information**

Union College will use the personal information in connection with the primary purpose of the collection and will only use the information for a secondary purpose if that is related to the primary purpose and in circumstances where an individual would reasonably expect us to use personal information for a secondary purpose.

### **Disclosure of Personal Information**

Union College will not disclose personal information to third parties unless:

- as set out in this Privacy Policy
- permitted by law; or
- the individual consents.

If Union College does disclose personal information to third parties, it will do so in accordance with the purpose for which the personal information was collected, or a related purpose. The types of third parties that Union College may disclose personal information to include:

- experts or other third parties contracted as part of an engagement
- professional advisors; and
- if the individual is an employee or contractor to a client, then the individual's personal information may be disclosed as part of providing services to that client

### **Information Security**

Union College takes reasonable steps to protect any personal information that it holds from misuse, loss, unauthorised access, modification and disclosure.

Personal information will be retained for as long as necessary to fulfil the purposes for which the information was collected, as required by law or in accordance with Union College documentation retention policies.

When personal information is identified as no longer needed Union College will take reasonable steps to destroy such information, by shredding in the case of paper records or other means in the case of electronic records.

### **Changes to the Privacy Policy**

Union College may modify this Privacy Policy from time to time to reflect its current privacy practices. If you have any questions about this privacy policy please contact the Head of College

## Sexual Assault Policy

Sexual assault is a serious crime. While acts of sexual assault are often minimised and excused as “no big deal” by the perpetrators of these offences, sexual assault is often perceived as a life-threatening event by the victim of this crime and can cause long term trauma.

**Sexual Assault** - is any unwanted, unwarranted, forced, coerced sexual act or behaviour without consent. It covers a broad range of sexual activity including, but not limited to *groping, inappropriate touching of a sexual nature, forced sexual or indecent acts without consent*.

Sexual assault may be a criminal act, as defined by the *Criminal Code 1899* (Qld). In some circumstances, federal legislation may also apply.

Unwanted, non-consensual touching of someone in a sexual manner can cause fear, harm and shame to a person.

### **Sexual assault includes:**

- Acts of rape;
- Uninvited touching, kisses or embraces;
- Unwelcome, and unwarranted physical contact, such as massaging a person without invitation or deliberately brushing up against them, touching or fiddling with another person's clothing including lifting up skirts or shorts, flicking bra straps or putting hands in a person's pocket;
- Requests for sex, sexually explicit conversation, persistent questions or insinuations about a person's private life;
- Offensive phone calls, letters, emails or texts;
- Stalking

### **Consent**

The key to understanding what constitutes sexual assault is to understand consent. In order for any sexual act to be consensual, consent has to be freely given, to each and every act.

Consent cannot be given by someone under the age of 16 years. Consent cannot be given if someone is unconscious or falls asleep – even if the person “appeared to consent” or directly consented prior to falling asleep or becoming unconscious – any sexual act following their falling asleep or unconscious can be considered assault or rape.

Consent cannot (and is not considered to) be given if a person is under the influence of alcohol and/or drugs. While it would be unreasonable to expect that no alcohol is consumed at any time before sex, in order to satisfy the definition of consent, each person must be able to understand the act they are consenting to and the consequences of that act.

Consent cannot be considered freely given if the person is fearful, being blackmailed, or not given full understanding of the facts. For example if someone agrees to sex provided they and/or their partner uses a condom but the condom is then removed without their partner being aware of this – the act of secretly removing the condom potentially constitutes assault. Consent has to be continuous; consent can be withdrawn at any point and the act must immediately cease.

## Reporting a sexual assault

Reporting sexual assault is extremely difficult. Around 80 per cent of sexual assaults are never reported. This is considered largely to be because of the mixed and often unhelpful responses from those in authority when a sexual assault is reported. Union College is working with the University of Queensland, EROC and others to develop an effective response to anyone connected to Union College who reports sexual assault.

Trained response officers within UQ and/or Union College understand the difficulty in reporting sexual assault. We will support the person reporting, giving them time and information so that they can make an informed decision on how to continue. The victim of the crime has a number of routes they can choose from. They can report to the Police, to the College or they can choose to access support without reporting the crime.

Union College understands that the actual act of sexual assault removes choice from the victim of the crime. Union College does not intend to replicate this by disempowering survivors of sexual assault in forcing them to take a specific route in reporting the crime and accessing support for their recovery. It must be noted however that the College and indeed the Police, cannot investigate and cannot take action against an alleged perpetrator unless the victim of the crime, is willing to proceed in this form. In order to proceed through an investigation the alleged perpetrator will be informed and given an opportunity to respond. While Union College will do everything possible to support the person reporting and to protect their privacy and confidentiality, action cannot be taken against an alleged perpetrator without giving them the opportunity to respond to specific allegations or reports.

It should be noted that, if in the course of a College investigation, the College disciplinary board has found on the balance of probabilities that it is likely that the incident took place – even if this does not meet the criminal standard of proof – Union College retains the right to withdraw its offer of residence to the alleged perpetrator and will inform the University of Queensland. For further details please read our support handbook or meet with one of our Response/counselling personnel.

## Sexual Harassment Policy

Sexual Harassment in any form will not be tolerated at Union College. Sexual Harassment creates an intimidating, alienating and hostile environment for those who are subjected to it and those who witness it. Sexual Harassment is also *unlawful* under the provisions of the Queensland Anti-Discrimination Act 1991.

Sexual Harassment is any unwanted, unwelcome or uninvited behaviour of a sexual nature which makes a person feel humiliated, intimidated or offended. Sexual harassment can take many forms and may include verbal comments, jokes, propositions, the display of offensive materials or other behaviour which creates a sexually hostile environment.

Sexual Harassment includes but may not be restricted to the following;

- Smutty jokes or comments
- Making promises or threats in return for sexual favours;
- Displays of graphic material including posters, pinups, cartoons, graffiti or messages left on notice boards, desks or common areas;
- Repeated invitations to go out after prior refusal;
- “Flashing” or sexual gestures, sex-based insults, taunts, teasing or name calling;

- Staring or leering at a person or parts of their body
- Requests for sex, sexually explicit conversation, persistent questions or insinuations about a person's private life;
- Offensive computer screen savers.

A single incident is enough to constitute sexual harassment – it doesn't have to be repeated. All residents have the same rights and responsibilities in relation to sexual harassment. Residents must ensure that their own behaviour in no way encourages or condones behaviour of other residents that could be experienced as sexual harassment.

Union College has a number of trained Contact Officers who are able to assist anyone with concerns about sexual harassment. Contact Officers are able to provide confidential and impartial information and to support any resident make an informed decision about how to resolve an issue. While it is not the role of Contact Officers to solve your problem; they can assist you to make a practical and effective decision that best suits your situation. The College will use all its resources to ensure a fair and balanced resolution is reached and that anyone genuinely reporting sexual harassment or indeed any breach of our values and policies, will be supported.

**Equity** – unfair or unlawful discrimination based on attributes listed in Section 7 of the *Anti-Discrimination Act 1991* (Qld), including sex, relationship status, pregnancy, breast feeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality, family responsibilities and association with, or relation to, a person identified on the basis of any of the above attributes.

**Breach of the Code of Conduct** – any behaviour (other than specific behaviours defined above) that may be in breach of the Codes of Conduct for College Board Members and Staff.

**Performance / Service complaints** - a complaint regarding the quality or failure to provide a particular service by Union College or an individual Union College staff member.

#### **Procedure**

There are six steps in the management of complaints:

1. Receive;
2. Record;
3. Assess;
4. Respond and Resolve;
5. Communicate with the Complainant; and
6. Report.

## **1 RECEIVE**

### **Lodging a Complaint**

The preferred method of lodging a complaint is via the Complaint/Compliment Form on the Union College Intranet, however, depending on the nature of the complaint, the type of complaint, who the complaint is against, or the comfort level of the Complainant, a complaint can also be made to any of the following:

- Head of College;
- Deputy Head of College;

- Resident Mentor;
- A member of the College Board of Management Risk Committee;
- College Reception
- External Complaints Recipient, Mr Bryan Cook (Managing Director and a Principal Investigator for Ashdale Workplace Solutions). Email: [bryan.cook@ashdale.com.au](mailto:bryan.cook@ashdale.com.au) Phone: 1300 782 974

Contact details for each of these persons are available on the Union College website, located under the 'Contact Us' tab.

If a complaint is in relation to a criminal matter, then the Complainant should consider making a report to the Police in the first instance.

The person receiving the Complaint has a responsibility to ensure it is managed in accordance with this Complaint Policy and Procedure and should, where possible, obtain at least the following details:

- Name and contact details of the Complainant;
- Basic details of their Complaint (when, where, what and who it involves); and
- The Complainant's desired outcome.

### **Assistance to the Complainant**

Union College will ensure Complaints are received with sensitivity and take into account any special needs of the complainant.

### **Anonymous complaints**

Union College will accept anonymous complaints but where possible, Complainants should be advised that information such as their name and contact details will assist Union College to deal with their Complaint more effectively.

## **2 RECORD**

Any person listed in Section 1 who receives information that *may* constitute a Complaint will consider the safety of parties involved and if necessary take immediate action to report the matter to the Head of College or appropriate authorities (e.g. Police), or in non-urgent cases refer the information to the Complaints Monitor, either via telephone or by submitting the Complaint/Compliment FORM on the College Intranet. If there is any doubt then the Complaints Monitor should be consulted as to whether the information should be referred.

The Complaints Monitor will record the information in the Complaints database and then overview the handling of the Complaint until the process is concluded.

It is essential that every action and decision made regarding the Complaint is recorded in the Complaints database.

The Complaints Monitor will contact the Complainant either by phone, email or letter acknowledging receipt of their Complaint, unless this is not possible (as in the case of an anonymous Complaint) or in circumstances where the matter is deemed not to be a Complaint or it is possible to resolve it quickly. In the latter case, the Complainant will be sent correspondence explaining the actions taken or decisions made regarding their Complaint.



### 3 ASSESS

Where possible, the assessment will be completed within 3 business days from receipt of the Complaint.

The Complaints Monitor will coordinate the collection of sufficient information about a Complaint so that an assessment of the matter may be made. This should normally occur in consultation with the Head of College, unless there is a specific reason why such consultation cannot occur (such as when the complaint may involve the Head of College). It may be possible to action the matter immediately.

Information obtained at this stage should include:

- the specifics of the complaint (who, what, when);
- the Complainant's desired outcome; and
- any other information that may assist in determining an appropriate response

If the Complaint was lodged in writing then consideration should always be given to contacting the Complainant, preferably in person or by telephone, to seek further clarity about the particulars of their Complaint and their desired outcome.

*Matters involving suspected criminal offences or child protection issues should be referred immediately to the Head of College or relevant authorities without any further action being taken (unless immediate action is required to render a situation safe).*

Once sufficient information has been obtained, the Head of College (or Authorised Decision-maker), with the assistance of the Complaints Monitor (and any other person deemed necessary), should assess whether the matter is a Complaint and if it is, then determine an appropriate response.

The following assessment criteria may assist the College to determine the type of complaint and the best process to use to resolve the matter.

#### ***Is the matter a Complaint?***

The matter is not a complaint if it relates to:

- a request for information about Union College services, policies or procedures;
- a request for service or action to be taken by Union College;
- a report of damaged or faulty infrastructure or hazards;
- a suggestion for a proposed service or product improvement;
- an enquiry or request for clarification or more information; or
- a matter that is outside of Union College's jurisdiction (e.g. if it is a University of Queensland issue)

#### ***What type of Complaint is being made?***

During the assessment phase it is important to make an early determination as to the type of Complaint being made. This will assist in deciding on how to respond.

The information at hand should be considered against the definitions referred to in the section 'Complaint Types' above.

### ***What priority level is the Complaint?***

In order to allow for appropriate prioritization and consistent responses, a priority grading system will be applied to Complaints – Level 1 to 3:

<b><i>Complaint Level</i></b>	<b><i>Complaint Types</i></b>
Level 1 (high priority)	Criminal; Serious Code of Conduct breaches. Child Protection; or Any Complaint involving an imminent risk to the health and safety of any person.
Level 2 (medium priority)	Bullying behaviour Workplace bullying; Sexual Harassment; Equity;
Level 3 (low priority)	Minor Code of Conduct breaches; Performance / Service Complaints

Any matters that are assessed as not being Complaints Level 1 or Level 2 should be dealt with by appropriate management action.

### **Contingencies for Special Cases**

As noted in the definitions, the Authorised Decision-maker who assists with the assessment and who ultimately determines the outcome of a Complaint should have authority / seniority over those complained about. If a Complaint is about senior officers or College Board Members, the following should apply:

<b><i>Person complained about</i></b>	<b><i>Authorised Decision-maker</i></b>
Chair of the Union College Board	In accordance with the Constitution of the Union College Board or alternatively, an appropriate external party
Member of the College Board	In accordance with the Constitution of the Union College Board or alternatively, an appropriate external party
Head of College	A vote of the Union College Board, excluding the Head of College
Deputy Head of College	A vote of the Union College Board

## **4 RESPOND AND RESOLVE**

This stage is to be completed within 20 business days from receipt of the Complaint. Extensions to this timeframe may only be granted by the Union College Board. Requests for extensions must be in writing and the reasons for the request must be stated.

The information gained during the assessment process should be used to determine an appropriate response to a Complaint and the Complainant should be advised accordingly. Where possible, Complaints should be responded to at the local level. Appropriate responses include, but are not limited to:

### **Immediate report to Queensland Police Service (Appropriate for Level 1)**

For Child Protection and Criminal matters, assistance must be sought as soon as possible from the Queensland Police Service.

### **No action (Appropriate for Levels 2 and 3 only)**

A decision may be made to take no action if the issue has been resolved or the situation complained about no longer exists. For example, a person might make a Complaint that they were overcharged but the error had since been identified and fixed. In that case it is a valid Complaint (that they were overcharged) but no further action is necessary.

In some instances, it may be determined (following a thorough assessment) that a Complaint should not be acted upon or action discontinued if:

- the circumstances clearly show that a Complaint is made frivolously, without grounds, lacking in substance, or with the intent to harass;
- the Complainant seeks to revisit a previously concluded complaint when no new evidence or material is provided; or
- the Complainant displays aggressive or abusive behaviour, or threatens or uses physical violence against themselves, a Union College staff member, or Union College property.
- In certain situations it may be clear that despite the dissatisfaction expressed by the Complainant, the issue complained about is the result of a routine Union College process and the Complainant has not identified any departure from Union College policies, procedures or relevant legislation. For example, a person may complain about their access to certain facilities within a specific timeframe, but in the absence of any indication that a mistake has been made, no further action is required, other than possibly an explanation as to how and why such decisions are made.

### **Management action (Appropriate for Levels 2 and 3 only)**

If there is sufficient information, Union College may respond to a Complaint by changing a decision, providing a service or information, correcting a record, waiving a penalty or taking any other action within its power to take in order to resolve the Complaint.

For example, a person may complain that they are being underpaid. A check reveals that a technical error has occurred and once corrected, the Complainant is being paid at the correct level and has received back pay. In this case the Complaint is valid but the situation can be rectified immediately.

### **Investigation (Appropriate for Levels 1, 2 and 3)**

If there is insufficient information, the matter is complex/serious or there is no agreement on the circumstances, then the Complaint may be investigated. This may be done internally, or when a Complaint is more complex, serious or sensitive, then the investigation may be undertaken externally.

Investigations will be conducted in a fair, objective and timely manner in accordance with the principles of natural justice and procedural fairness.

The following process will be used for investigations:

- Gather and analyse information;
- Formulate decisions and recommendations;
- Write a report detailing the above; and
- Submit to an authorised officer for approval.

Investigations can consider oral evidence (from the Complainant and relevant witnesses), documentary evidence, technical/professional advice, site inspections, equipment or any other necessary source of relevant information.

The outcome of the investigation will determine an appropriate response from the relevant response categories in this section.

If during an investigation it becomes clear that the complaint type is different to what it was originally assessed as, the investigation should be suspended and the Complaint referred (if now a Level 1) or otherwise dealt with appropriately (if now less serious than first thought).

### **Mediation / conflict resolution (Appropriate for Levels 2 and 3 only)**

In situations where a relationship between parties and the Complainant has broken down then Union College may wish to engage in a mediation or a conflict resolution process.

Once approved by the Head of College (or Authorised College officer), the appropriate resolution to the Complaint should be implemented. In some cases it may be necessary or prudent to discuss the chosen course of action with the Complainant before implementing it.

If evidence is identified to strongly indicate the Complaint is vexatious, vindictive, intended to harass or knowingly made using false information, the Authorised Decision-maker should consider taking appropriate action against the Complainant.

## **5 COMMUNICATE WITH THE COMPLAINANT**

The Complaints Monitor should regularly update the Complainant and advise of any changes to the process. Such updates can be by phone, email or letter, as appropriate. All updates are to be recorded in the Complaints database.

At the end of the process, the Complainant should be advised in writing of:

- the process followed to respond to the complaint;
- the outcome and the reasons for it; and
- the Complainant's options to have the matter reviewed (see Section 6 below) or refer it to an external agency if they do not agree with the outcome.

If the Complainant is dissatisfied with the outcome of the complaint process or the process itself, they can request a review in writing to the Secretary of the Union College Board.

The decision to conduct a review, the resources to be applied and whether a review will be conducted internally or externally will be at the discretion of the Union College Board.

The Complainant should be advised of the outcome of the review in a similar format to Section 5.

## **6 REPORT**

A Complaint should be formally finalised and closed at the end of the process. The Complaints Monitor will then report on Complaints to allow any trends or systemic issues to be identified that may inform improvements to Union College services.

The Complaints Monitor will report the following on 20 March, 20 May, 20 August and 20 October each year to the Risk Management Committee:

- Number of Complaints received;
- Number of Complaints resolved; and
- Number of Complaints remaining unresolved from the previous financial year.

Further information about these Complaints may be requested by any member of the Risk Management Committee and if so will be provided by the Complaints Monitor.

## **Evaluation and Review**

The Risk Management Committee will conduct a regular review of the effectiveness of the Complaints Management Policy and Procedure.

The review will evaluate the performance of the procedure and may consider the following aspects:

- Accessibility – whether the Complaints process is readily available to stakeholders and is user-friendly;
- Trends – whether any Complaint trends have been identified and if so, proposed action; and
- Effectiveness – whether timelines for responding to complaints have been met and, if not, remedial action proposed.

## **Social Media Policy**

### **Application**

In accordance with your residential contract, you must comply with this policy while at Union College, however it does not vest enforceable rights in you. We may vary this policy at any time as we see fit and will notify you of any substantial changes. It is your responsibility to ensure you comply with this policy at all times while at Union College, and failure to do so may be subject to sanctions or other disciplinary action in accordance with your residential contract. You acknowledge and agree that we (or a service provider appointed by us for the purpose) may monitor your use of social media to ensure compliance. All existing College policies apply to social media use, especially (but not exclusively) those that relate to intellectual property protection, confidential information, privacy, harassment and bullying, and discrimination.

### **Overview**

Union College recognises the need to have a policy which ensures that residents who use social media either for College purposes, or in a personal capacity, have guidelines as to the College's expectations.

The College follows its values when participating in the online social media community, and we expect the same commitment from anyone who represents the College – including our residents.

In order to protect the Union College brand, we do not use social media to damage the goodwill, reputation, development and/or operation of Union College, our services, our employees, or our residents.

## **Union College asks that you follow the 3 R's when engaging in social media:**

1. Be clear about who you are **representing**;
2. Take **responsibility** for ensuring that any images of, videos of and references to Union College are factually correct and accurate, approved by Union College, and do not breach confidentiality;
3. Show **respect** for others when interacting in social media communities and refrain from using bad and inflammatory language.

You must not comment on or disclose confidential College information, or information protected by intellectual property rights, and must not include College logos or trademarks in your postings (unless already approved).

### **Responsibility**

Remember that anyone may have access to the online content that you post. You are personally responsible for the content of your posts online. You have a responsibility to ensure that:

- Any information about Union College you provide is informed and factually accurate;
- If you wish to express your opinions please state they are your personal opinions and not those of Union College;
- You do everything reasonable to maintain the security of the College's computer systems, networks, and servers, our confidential information, and our intellectual property.

### **Respect**

You are required to be respectful of all individuals and communities with whom you interact with online:

- Remember the Union College values and adhere to these in your interactions online;
- Be polite and respectful of other opinions, even in times of heated discussion and debate;
- Do not post material (words or images) which could be perceived to be embarrassing, offensive, harassing or defamatory to any person or entity;
- Do not post jokes, or derogatory comments based on an individual's gender, sexual orientation, race, ethnicity, age, or religion or any other discriminatory ground; and
- If you are unsure about whether to post something – ask us first.

### **Representation**

There is a big difference between speaking "on behalf of" Union College and speaking "about" Union College:

- Ensure you do not imply in any way that you are authorised to speak on our behalf; and
- Do not act in such a way as to damage the College's reputation, commercial interests and/or bring the College into disrepute.

### **Scope**

To clarify, social media is websites and applications that enable users to create and share content or to participate in social networking. Platforms such as social networking sites (eg Facebook, Twitter), professional networking services (e.g. LinkedIn), video and photo sharing services (e.g. YouTube, Instagram, Snapchat), forums and discussion boards, online collaboration sites (e.g. Wikipedia), podcasting, and blogs, etc. This policy is intended to cover other social media services as they develop in the future.

## Technology And Computer Systems Policy

This Policy applies to all users of technology provided by the College and sets requirements in respect of the use of **all other technology** (including personally owned technology) used at College.

Union College provides facilities for residents to connect to the Internet, College and University Network and College printers. The College Network can only be used by College residents, and only for, or in connection with, the research, educational or administrative functions of College residents. Under the Terms and Conditions of the Residential Contract, residents are expected to conduct themselves respectfully and in accordance with Union College and UQ policies and the Law.

**When a member connects to the Union College Computer and IT system, that member commits to abide by the relevant Union College and University of Queensland Policies and Codes of Practice.**

### Purpose

The purpose of this policy is to ensure that you understand your obligations when using the internet, email, digital communication technologies, and any digital information, network files, equipment, and software provided to you while at Union College (Technology). All existing College policies apply to Technology use, especially (but not exclusively) those that relate to intellectual property protection, confidential information, privacy, harassment and bullying, and discrimination.

### Security

When using any Technology, you must do everything reasonable to maintain the security of our computer systems, networks, and servers, our confidential information, and our intellectual property. As such, you must:

- select and keep secure passwords for Technology access and not share or divulge passwords or login details;
- not download or install any software on, connect any storage device from an untrusted or unknown source (such as a USB or external hard drive) to, or disclose any log in or other access details for, our computer systems, networks, servers, or any other device or hardware we provide to you, without our express consent;
- delete emails or other messages from unknown or suspicious sources without opening any attachments or clicking on any links;
- ensure that all devices with internet access have appropriate anti-virus/malware/spyware protection that is current for the duration of your stay in College, and abide by any direction we give you as to updating or upgrading any device, hardware, or software; and
- notify us immediately in the case of any suspected loss or theft of any College device, hardware, or data (including confidential information and intellectual property), or any suspected unauthorised access to any College device, hardware, computer systems, networks, or servers.

### Internet and Email Usage

Technology provided by the College are the property of the College and are provided to the user for educational pursuits, to support learning, and to create workplace efficiency and excellence. The Technology represent a considerable commitment by us of telecommunications, networking, software, and storage facilities. Technology therefore needs to be used primarily for the purposes for which it is provided.



Unnecessary or unauthorised internet usage can severely compromise us, so internet usage and web browsing activity of all residents while at College and/or using College resources or facilities may be monitored, audited, or recorded by appropriately authorised personnel or third party service providers appointed by us for that purpose.

All email sent from, and received at, an email address owned by us, provided for your use, or both, is our property and may be monitored, audited, and recorded by appropriately authorised personnel or third party service providers engaged by us for that purpose.

You are responsible and accountable for your use of email and internet, and for the format and content of messages and materials broadcast by you via email or the internet.

At times, you may receive emails which you have not solicited or encouraged and which breach our email standards as reflected in our policies. Such emails must not be forwarded. They must be deleted and reasonable steps must be taken to prevent a re-occurrence.

### **Reasonable Personal Use**

We acknowledge that you may use the Technology for reasonable personal use, provided that you at all times adhere to the standards expected of you. We may cease to allow such personal use at any time. Reasonable personal use of internet and email includes:

- sending and receiving personal email messages, provided that if email messages are sent with your College-provided email address, a disclaimer must accompany the email to the effect that the views expressed in the email may not represent our views;
- using instant messaging software or services for personal purposes;
- accessing the internet for personal purposes; and
- reading and posting personal messages or commentary on any third party website or service (including social media, blogs, comment sections of websites, forums, Usenet, etc), provided that if you have referenced in any way that you are a resident (including signing up to a website or service using your College-provided email address), a disclaimer must accompany the message or commentary to the effect that the views expressed in the message or commentary may not represent our views;
- utilising any other internet service or protocol for personal purposes after obtaining our permission to do so, provided in each case that the personal use is moderate in time, does not incur significant cost for us, does not interfere with your employment duties or the duties of your colleagues, and does not involve any prohibited use set out below.

### **Prohibited Use**

You must not use, or allow others to use, the Technology provided by us to you in such a way as to significantly interfere with your legitimate course-related research or university education, or to expose us to significant cost or risks or risk of liability, or for:

- personal commercial purposes;
- sending unsolicited bulk email (spam), or any other unsolicited mail, advertising material, or any other material contrary to law or relevant policies;
- disseminating, or trafficking in our or any third party's confidential information;
- disseminating personal contact information of officers, employees, or residents of ours without their consent;
- disseminating data or information belonging to us or other residents;

- infringement of our or any third party's rights (including intellectual property rights);
- sharing of files for unlawful purposes (including infringement of our or a third party's rights). Use of peer-to-peer file sharing or other similar technology is neither facilitated nor encouraged and is done at the personal risk of the parties involved in the exchange of permissions (including the risk of damage to personal computers);
- commission of a crime, activity in the course of commission of a crime, or for any illegal or unlawful purpose;
- knowingly or negligently interfering with, disrupting, or causing interruptions to any network, information service, equipment, or any user thereof, or attempting to do any such thing;
- accessing Technology other than through an authorised account registered in your name. Accounts must not in any other way be made available for the use of a person other than the account holder;
- supplying false or misleading data or improperly obtaining another's access details to gain access to, or accessing, monitoring, using, editing, deleting, or inserting any data, information, account, service, system, network, device (including a computer, tablet, mobile phone, or storage device), or hardware for which you are not authorised. The negligence of another person in revealing access details does not constitute authorised use;
- defaming, harassing, discriminating against, bullying, vilifying, or abusing another person (sexually or otherwise), including via communication technology or via uploading or publishing material;
- composing or distributing material that is defamatory, menacing, threatening, or illegal under legislation where transmissions are sent from, viewed, or received;
- accessing, downloading, distributing, promoting, or making available illegal or unlawful material, pornographic material, or other obscene, offensive, or indecent material (as determined by us at our sole discretion);
- knowingly causing any other person to view content which could render us liable pursuant to harassment or discrimination legislation at the suit of that person;
- distributing, promoting or making available anything that is fraudulent, misleading, or deceptive, including any scam or 'phishing' attempt;
- knowingly or negligently degrading the quality of service provided to any other resident. This includes the running of any server, or downloading or requesting software or media files or data streams which will interfere with the operation of Technology (including, for example, by using a greater amount of network bandwidth than is appropriate);
- activity that is detrimental to, or adversely affects, our reputation and operations;
- purporting to express views on our behalf without official authorisation to do so, or causing another person to reasonably misconstrue that a personal view represents our official position;
- or
- any other activity that does not comply with your residential contract, or our operating procedures, other policies, or behavioural standards.

### **Privacy and Surveillance**

We do not generally monitor email, personal web sites, files and data stored on College equipment or traversing the College network. However, no usage of Technology is private under this policy. The College reserves the right to, at any time without notice, access and monitor all activity on Technology including email, websites, server logs and electronic files and any computer or electronic device connected to the College network, including personally owned equipment, if we determine that there is reason to do so. Such reason would include, but not be limited to, suspected or reported breaches of

this Technology and Computer Systems Policy, or breach of your residential contract, or of any statutes, regulations, or policies of the College or the University of Queensland, or suspected breaches of the law.

The College also reserves the right to access and monitor the activity of students using third party services that have been engaged by the College. Use of third party products and services engaged by the College is also subject to the privacy and other terms and conditions of that service.

It is your responsibility to comply with this Technology and Computer Systems Policy, and you indemnify us for any direct loss and reasonably foreseeable consequential losses suffered by us by reason of your breach of this policy.

### **Guiding Documents**

Privacy Act 2000, Privacy Amendment (Private Sector) Act 2000, Criminal Law, Child Protection Legislation, Anti-discrimination Act 1991 (Qld), Workplace Health and Safety Act 1995 and Advisory Standard "Workplace Harassment" 2004, Copyright Act 1968 as Amended, The Spam Act 2003, University of Queensland Codes and Policies, The Convention Establishing World Intellectual Property Article 2 July 1967.

### **Visitors Policy**

Union College encourages residents to form friendships within College and also believes strongly in the value of maintaining existing social relationships beyond the bounds of College. This policy explains the College's position in relation to visitors to the College to ensure that both guests and residents who bring them to College understand their respective responsibilities.

1. A resident who brings a visitor onto the College site is guaranteeing that the visitor will abide by College Policies and any other constraints that apply to residents, and that the visitor will be accompanied by the resident at all times. Residents are responsible and accountable for the behaviour of their guest.
2. No overnight accommodation is to be made available to visitors. Queensland Fire regulate your room as a single occupancy dwelling. There is a legal obligation to ensure a clear path to your door is maintained in case of emergency. These requirements apply in all multi-occupancy buildings within Queensland). The College common rooms and other facilities (other than toilets) are not available for use by visitors.
3. Visitors may purchase a Meal Voucher to attend a meal, but no visitor may be in the Dining Room without a meal voucher. The College does not provide visitor meals at breakfast. Any resident who attempts to obtain a free meal for a non-resident will face financial and other penalties.
4. Visitors will be required to leave if they are disturbing or imposing on other residents.

### **Young People Protection Policy**

This Policy provides guidance on the issues related to the legislated "Duty of Care" that applies to the "Children and Young People" in the College. A child or young person is a person under the age of eighteen (18) years. The College must comply with requirements imposed by legislation in terms of their living arrangements at College, and aspects of their care.

## Policy

- a) All forms of harm, and/or sexual abuse, carried out on a resident under the age of 18 are mandatory, notifiable offences. The College complies with mandatory reporting requirements.
- b) All College staff, including contracted staff and all Resident Mentors, are required to immediately notify the Head of College or Deputy Head of College of any event where it is known or suspected that any harmful or sexual abuse may have occurred against a student under the age of 18 years. Any knowledge or reasonable suspicion of harm or sexual abuse to a student will be reported to the Police.
- c) The College ensures that all who require “Blue Cards” for working with “Children and Young People” acquire such cards before they commence working as employees or engaging in volunteer activities. A register of “Blue Card” holders is maintained by the College.

## Principles

- Every young person has a right to protection from harm and the welfare and best interest of the young person are at the heart of this policy.
- Any person who presents an unacceptable risk to young people will be removed from any contact with such.
- The College will co-operate and work in partnership with other state agencies that are involved in child protection.
- All employees must comply with this policy and legislative screening requirements and notifications should their criminal history change. Failure by an employee to act in accordance with the requirements of this policy will constitute a breach of the Contract of Employment.
- The College will respond diligently and promptly to a report of suspected or actual harm, sexual abuse to a student under 18. The College will support a student who is a victim harm/, inappropriate behaviour/ or sexual abuse.
- The College will act fairly and reasonably towards an employee or student who is the subject of an allegation of inappropriate behaviour, harm or sexual abuse.

## Definitions

- Abuse of Power – refers to abuse of the special relationships that exists between e.g. Student/staff member/Resident Mentor etc., where one is supposed to have the wellbeing of the others in special regard – it is called a fiduciary duty.
- Harm to a student is any detrimental effect of a significant nature on the student’s physical, psychological or emotional wellbeing by any cause e.g. physical, psychological or emotional abuse or neglect; or sexual abuse or exploitation;
- ‘Inappropriate behaviour’ is behaviour that does not reach the level of harm considered ‘significant detriment’. Such matters will be handled internally by the Head of College or delegate. Behaviours and speech which in the reasonable opinion of the College Head would bring the College into disrepute or would cause unacceptable risk to others include: improper conduct / speech or use of text / imagery within the College environment; improper conduct/speech or use of text / imagery in a private capacity that reflects seriously and adversely on the College; repeated inappropriate behaviours and/or comments; familiarity with students beyond professional bounds.
- Sexual Abuse of a young person (under 18) for the purpose of this policy includes abuse caused to students, by a College employee or fellow student.

# COMPUTING AT UNION COLLEGE

Everything you need to access internet, use the Computer Lab and the printer can be found on the following pages. If you have any questions or queries after you have read it, please contact your Resident Mentor in the first instance, or alternatively send your queries by email to [operations@unioncollegeuq.com.au](mailto:operations@unioncollegeuq.com.au).

## Computer Systems

Residents must comply with the Technology and Computer system policy as detailed in the Union College Policies document found further in this Handbook. Please read the policy and familiarise yourself with it.

Union College provides the facilities required for residents to connect to the Internet, University Network and College printers. These services may be accessed from each resident's room and the Computer Room.

## Computer Room

The computers in the Computer Room have Internet access and other applications. Your account to access the computers was automatically set up when you've joined the College. Use the credentials you were given on your first day at the College.

Use of the Computer Room is extended to residents of Union College ONLY. If any resident allows access to non-residents, access for that resident will be revoked.

## Internet Access

All access to the Internet is provided by the University of Queensland. All residents (UQ students or otherwise) who access the Internet using this service are allocated a certain number of MB for free each month. Please read more about this at the following link: <https://web.library.uq.edu.au/library-services/it/wifi-internet>

The Username & Password you use to access the Internet and Eduroam (Wi-Fi) is the one supplied to you by UQ.

## Under 18's

All students under 18 years of age are required by law to have a parent or guardian authorise internet access. To receive full access to the internet at Union College, if you are under the age of eighteen, you must complete the application form, and submit it to the Office BEFORE your Union College User ID can be activated.

## Setting up your computer on the network

Your Union College user account can be used for UQ network (eduroam) and internet access, wireless access and computer room computers.

There are 2 ways to get connected to the network:

1. You can do it yourself for free (see Self-Configuration below)
2. Complete the *Network Connection Service – Request Form* and have a Cymax engineer perform the installation for you (cost involved).

### 1 Self-Configuration

To configure your own computer for the network you can either connect to the Wi-Fi or via the data socket within your room. To connect via the data socket in your room (aka LAN), you will need a CAT 5e or CAT 6 network cable. If you do not have a data cable, you can get one from the Union College Reception.

Your Wi-Fi or LAN should be configured for DHCP.

From time to time there have been issues with a student's computer inhibiting them from connecting to the network due to their hardware, software or configuration. Assistance from the IT Officers and NCS is for connectivity to the network and not for fixing personal computer issues. These types of services attract a surcharge.

**Please note:** In fairness to everyone, we are unable to talk you through the configuration process. If you are unable to follow the guide you will need to request a technician.

## 2 Network Connection Service – Request Form

Please contact the Union College Operations Manager to obtain the form.

### **Wi-Fi @ Union College**

Union College provides Wi-Fi coverage in each of the rooms and most of the common areas. To connect to the Wi-Fi, select Union\_Student SSID from the Wi-Fi list on your computer.

You will then need to log in with your UCID (Union College ID). This is the username and password supplied by Union College.

*If you're unable to connect to the wireless, before contacting Reception, please check that you're connected to the correct SSID.*

### **Printing @ Union College**

Union College provide you with access to high speed, high quality printers as part of a value-added service. Union College has a commercial agreement regarding the maintenance and support of these devices and is charged on a cost per page for printing. As such, printing is provided to you on a cost per page basis as well.

Printers are located at the **Computer Room**.

When you first arrive at College you are provided with an initial \$10 of printing credit. Every time you print a page the cost of printing that page is deducted from your print credit. If you have insufficient credit you will be unable to print until you purchase a recharge voucher from the administration team and apply it to your account.

<b><i>Printing prices are as follows</i></b>	<b>\$</b>
<b>A4 black and white per page</b>	<b>10c</b>
<b>A4 colour per page</b>	<b>30c</b>
<b>A3 black and white per page</b>	<b>30c</b>
<b>A3 colour per page</b>	<b>80c</b>

*Please note: pricing is set by the supplier and can vary from time to time and after printing this handbook.*

If you are exiting the College at the end of Semester 1 any outstanding credit will be forfeited.



## Checking your Printer Credit

You can check your printing credit by typing the following address in a web browser: <https://un-2k12svrr2:9191/user>. You will be prompted for a username and password. This is the username and password supplied by Union College. To add additional print credit, simply pay at the Office.

Printer assistance is available in the Office. Printing is charged at 10c per page for black and 30c per page for colour, and must be prepaid.

## Getting Help

If you need more information either before you arrive or once at college, please contact **Union College Reception**.

The **UQConnect Office** is located in the Prentice Building (Building 42), across the road from the ANZ Bank at UQ.

Phone: (07) 3365 6000 or 1300 738 082 (Australia Wide)

Web: [www.uqconnect.net](http://www.uqconnect.net) or [www.its.uq.edu.au](http://www.its.uq.edu.au)

Email: [itsupportdesk@its.uq.edu.au](mailto:itsupportdesk@its.uq.edu.au)

# TERMS AND CONDITIONS OF RESIDENTIAL CONTRACT 2022

## 1 PARTIES

Throughout the Residential Contract:

- a) "Union College", "we", "us", and "our" refers to University of Qld Union College (ABN 74 150 890 046); and
- b) "You" and "your" refers to the Resident identified at clause 0.

## 2 APPLICATION

- a) You are taken to have accepted and be immediately bound by these terms and conditions (Terms) on the earlier date on which you, having received a copy of these Terms:
  - i. execute these Terms and provide us with a signed copy (including via electronic means);
  - ii. notify us in writing that you accept these Terms;
  - iii. accept an offer for residency at Union College;
  - iv. commence residing at Union College,

and you agree that these Terms will then continue to apply until the date you no longer reside at Union College.

- b) We may amend these Terms at any time by 30 days' written notice to you. Changes made will apply on the effective date of the notice. If a change to the Terms is materially detrimental to you, you may terminate the Residential Contract and clauses b) will not apply.

## 3 EXPECTATIONS OF COMMUNITY LIVING

- a) We recognise the right of all residents to achieve personal academic, social, cultural and sporting goals in gender equity and in the context of harmonious and constructive community living. We support individuals in taking responsibility for and in making decisions about themselves and the way they wish to conduct themselves while resident in College.

We take the view that residents are sufficiently mature to be treated as persons capable of making considered and reasonable decisions. Responsibility and accountability require that whatever an individual resident's state, that resident's decisions reflect free choice and in choosing any actions or omissions, residents are assumed to have taken all regard for the consequences of their actions or omissions.

At the same time, residents at Union College have contracted to live in a community which requires residents to uphold the well-being and needs of others in balance with their own individual rights and preferences. All residents may do whatever they wish to meet their personal goals and needs, but they must not, in achieving

those goals and needs, hurt or exclude the rights and choices, goals and needs of others. Intrusive behaviours which impacts negatively upon the space and privacy of others must be avoided.

- b) You must participate constructively in Union College life in the best interests of yourself and other residents. This may include the development of and compliance with a Floor Agreement. In addition, you are required to follow reasonable orders and directions given by staff.
- c) We provide you with services, including academic support, primarily to assist you in your academic pursuits. We will assist you where possible as you make particular needs known. If you are disadvantaged in some way or a person with disability, we will assist you to the best of our ability.
- d) In all sexual relationships there must be clear, equal and explicit consent by both parties. No consent may be assumed by virtue of non-denial or apparent acquiescent behaviour. Sexual harassment, sexual assault, or rape will not be tolerated. You acknowledge that we may have obligations at law to report actual or suspected criminal behaviour, including in respect to sexual harassment, sexual assault, or rape.
- e) If you are engaging in self-harm or erratic and potentially self-harming or violent behaviour or in the Head of College's opinion, you are exhibiting mental health symptoms requiring treatment, you will have the sympathy of the Union College community. However, we are unable to provide supervised care or mental health treatment, and as such, you may be asked to leave Union College to seek treatment and care until, in the opinion of the Head of College, you are fit to return to Union College.
- f) No violent behaviour to persons or property that can be interpreted as intent to threaten, intimidate or to harm others will be tolerated.
- g) Any behaviours by you which, in the opinion of the Head of College, could (or does) result in damage to property or persons (including physical, psychological or emotional, or financial damage) may result in exclusion from Union College at the discretion of the Head of College. This includes behaviours outside Union College which may bring the name of Union College into disrepute.

## 4 ACADEMIC/IMAGE/ALUMNI

This clause 0 is subject to our Privacy Policy.

### 4.1 Academic

You agree to make available and:

- a) where you are attending the University of Queensland, consent to the University of Queensland providing access to; or
- b) where you are attending an alternative tertiary provider to the University of Queensland, provide, academic results each semester to the Head of College (or the Head's nominee) for the purposes of reselection, advice on academic counselling and assistance, and the determination of Union College Awards. You agree to facilitate and cooperate with this process.

#### **4.2 Image**

- a) You agree that Union College may collect on entry and use a digital image for Union College identification and reasonable operational purposes.
- b) You acknowledge that all Intellectual Property rights in such digital images will be owned by us and that you will not receive any payment, royalty, or other consideration from us in connection with the making, use, or storage of the digital image in accordance with this clause 0.

#### **4.3 Alumni Database**

- a) You agree that on departure from Union College, your contact details may be transferred to the Union College Alumni Database and that we may use or disclose your personal information for the purposes of networking, maintaining contact with you as a past resident, or marketing. We may include third party offers in materials we send to you.
- b) You will be able to opt-out of Alumni emails from us at any time by email to [union.college@unioncollegeuq.com.au](mailto:union.college@unioncollegeuq.com.au) or through the unsubscribe link found in all Alumni emails.

### **5 UNION COLLEGE POLICIES**

You must familiarise yourself with and abide by Union College Policies as published from time to time in the Resident Handbook or as otherwise notified by us to you. Our policies and procedures operate as our directions, do not vest enforceable rights in you, and may be varied by us as we see fit. A breach of our policies constitutes a breach of the Residential Contract, and may constitute a material breach.

### **6 ROOM USE**

#### **6.1 Use of Room**

You must maintain the room (including all fixtures, fittings and furniture contained in it or belonging to it) in the same condition or state of repair as at the commencement of your residence, except for defects and damages caused by fair wear and tear, and shall not make or cause to be made any alteration to the room or to any part of it.

#### **6.2 Power of Head of College to Enter Room**

The Head of College (or the Head of College's nominee) is authorised to enter your room for the purposes of inspection, repair, removal and cleaning at all times, provided you are given reasonable notice; or without notice if deemed necessary, or where the safety or welfare of a person or persons is in doubt, or any other emergency requires quick response. We hold keys to all rooms.

#### **6.3 Restriction on Use of Room**

Your room must not be used or occupied in any manner which causes or is likely to cause unreasonable nuisance to any other resident or person, or for any purpose other than for use as your sole residence. Your room and the Union College facilities must not be used to conduct a business.

#### **6.4 Sole Occupant**

No person other than you may occupy your room, and your room must not be sublet.

#### **6.5 Prohibition on Pets**

You agree not to keep pets in your room or on the precinct of Union College.

### **7 FIRE SAFETY AND EMERGENCIES**

- a) You must abide by all fire safety and other regulations for the safe and orderly management of your room and other areas in Union College, as may from time to time be imposed, and you must be acquainted with these regulations and emergency escape routes.
- b) You must keep us updated with your mobile phone number so that you can receive emergency lock down alerts.

### **8 DAMAGE**

#### **8.1 Make Good**

You will make good or pay for any loss or damage (including accidental damage) caused by you or your guests or invitees to: your room; or any fixtures fittings, furniture; or any other Union College property.

#### **8.2 Interference with Security Devices or Fire Safety Installations**

Any attempt to disable, compromise or interfere with any fire safety equipment (or installation) any security or locking device (e.g. external gates), or any emergency system (e.g. emergency lockdown system) used within Union College will be viewed most seriously and/or non-payment of the cost of restitution could constitute a reason for your immediate removal from Union College.

### 8.3 Prohibition of Signage

You must not erect on, inscribe on or affix to, or allow to be placed on any part of, your room or any part of Union College premises any hoarding, writing, sign or other similar matter that will or may be likely to cause damage or which cannot be removed without damage, or whose content is offensive and contravenes Policies, or the Law or brings us into disrepute.

## 9 LAW AND THE UNIVERSITY OF QUEENSLAND

- a) The law of the land applies in all respects in Union College and those who breach the law will not be protected. Destruction of property and theft are crimes. Prompt restitution will be required, and perpetrators risk losing their Union College residency, as well as Police intervention.
- b) The University of Queensland Act (including the UQ Disciplinary Statute) applies to all residents in colleges. You must respond to all lawful directions of UQ Security.
- c) You agree to familiarise yourself with and abide by the policies, procedures and rules published by the University of Queensland each year.

## 10 INTELLECTUAL PROPERTY

- a) We retain ownership of all intellectual property relating to Union College's name, buildings, grounds, logos, letterhead, identifying material and/or associated imagery. The law protects the rights of intellectual property holders from unauthorised use. You must obtain consent from the Head before using any such material, failing which you risk adverse legal action.
- b) You must not engage in any act (or authorise another person to engage in any act) which infringes on any third party's Intellectual Property rights without permission from the rights owner, unless a relevant exception at law applies. You should assume that all materials published on the internet are protected by copyright unless explicitly stated otherwise.
- c) Infringement of a third party's Intellectual Property rights could result in personal liability for damages.
- d) 'Intellectual Property' means all intellectual property rights, including copyright, inventions, patents (including patent applications), trade marks (whether registered or not), designs (whether registrable or not), eligible circuit layout rights, domain name licences, know-how, trade secrets, and includes the right to register any intellectual property rights.
- e) This clause 0 survives termination of this agreement.

## 11 UNLAWFUL/DANGEROUS/PROHIBITED ITEMS/ACTIONS

### 11.1 Unlawful or Dangerous

For the safety and wellbeing of residents, you must not keep or possess any illegal substances or item under any Queensland or

Commonwealth of Australia legislation. In particular, firearms, explosives, replica firearms, pellet or air rifles, sporting bows or other such weapons or equipment, flammable liquids, fire sticks and illicit drugs are explicitly forbidden on the Union College site.

### 11.2 Prohibited Items/Actions

The following actions/items are not permitted on the Union College site: riding of skateboards/rollerblades/bicycles, use of candles, incense or similar material, water bombing and drinking equipment as described in the Union College Alcohol Policy. Bean bags are not permitted in rooms.

### 11.3 Smoking

Union College promotes a healthy smoke free environment. Smoking is not permitted anywhere on the Union College site or in any areas where smoke drift can inconvenience others (e.g. areas adjacent to Union College). Where conflict exists between the wishes of non-smokers and smokers, the wishes of non-smokers will prevail.

### 11.4 Gambling

No games of chance involving gambling (or group instruction) using money or symbols in place of money may be held on the Union College site.

## 12 REPORTING

You are required to report any illness/accident, breach of these Terms or of any policy, or incidents of unlawful behaviour to the Head of College (or the Head of College's nominee) as soon as practical.

## 13 GYMNASIUM USE

### 13.1 No Medical Advice

You acknowledge that we will not and cannot provide medical advice relating to any physical condition and ability to use the gymnasium facilities. If you have any health or medical concerns at any time, you must discuss them with your doctor before using the facilities.

### 13.2 Limited Use

If your physical condition or physical limitations at any time limit your use of the gymnasium facilities, you agree that your right to use the facilities will be limited accordingly.

### 13.3 Risk of Injury And Waiver of Claims

- a) You assume all risks of injury and waive all rights to pursue money damages or any other relief of any kind as a result of anything occurring at or near the gymnasium.
- b) In the event you are injured while in the gymnasium or while using gymnasium facilities, you hold harmless us and our owners, officers, employees, agents, successors, and assigns (Indemnified Officers) from all claims of any sort for

damages or for other relief, including but not limited to claims for contribution.

- c) You understand and agree that the gymnasium is an unsupervised facility and Union College staff may not be on site to help you use the equipment or exercise in the manner that you choose to exercise.
- d) You acknowledge there is a possible danger connected with any physical activity (including the dangers of physical injury and death) and knowingly and voluntarily waive your right to make a legal or equitable claim of any sort against Union College and our Indemnified Officers from all claims of any sort for damages or other relief, including, but not limited to claims for contribution
- e) This assumption of risk and waiver of liability applies to your family members, successors, heirs and assigns.

## **14 FEES**

### **14.1 Academic Year**

Fees and charges apply to a 39 week academic year. This is the academic period currently determined by the University of Queensland and includes holidays within the period.

### **14.2 Payment of Fees**

Fees are to be paid by Semester in advance on or before the due date as specified in the Schedule to this Residential Contract.

### **14.3 Default**

If any invoice or any part invoice is not paid by the due date, then without prejudice to our other rights or remedies, until payment is made in full (including for any accrued interest):

- a) we reserve our right to:
  - i. charge a late payment fee, which will be immediately due and payable;
  - ii. charge for interest on all overdue amounts at 2.5% per calendar month, calculated and compounding daily;
  - iii. restrict your access to any or all services and facilities; and
- b) you are liable by way of liquidated damages for all amounts payable under this clause plus all costs and expenses of debt collection and enforcement (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, our collection agency costs, and bank dishonour fees).

## **15 TERMINATION OF RESIDENTIAL CONTRACT**

### **15.1 Termination for breach**

We may terminate the Residential Contract immediately by notice to you if you:

- a) breach a material term of the Residential Contract (including without limitation 0, 0, 0, 0, 0, a), 0, 0, and 0);

- b) breach a non-material term of the Residential Contract and fail to remedy that breach within 14 days of receiving notice from us requiring you to remedy that breach; or
- c) in the opinion of the Head of College, engage in conduct which could (or does) result in damage to property or persons (including physical, psychological or emotional, or financial damage), including conduct outside Union College which may bring the name of Union College into disrepute.

### **15.2 Departure from Union College**

- a) You acknowledge that the Residential Contract of which these Terms form part commits you to pay accommodation costs for a full academic year (i.e. both Semester 1 and 2), unless otherwise agreed by the Head of College at the time of enrolment. If you decide to leave Union College, other than at the conclusion of the contracted time period, this will constitute a material breach of this Residential Contract. You must provide the Head of College with written notice of your early departure.
- b) If this Residential Contract is terminated under clause 0, then in addition to any other rights we may have:
  - i. we may require you to vacate the Union College premises within a period of 24 hours after notice of termination has been given, and you must comply;
  - ii. you must indemnify us for loss of income or rent following departure until such time as a new resident enters Union College in your place. We undertake to use reasonable endeavours to find a suitable replacement, but we are not obliged to consider, or offer the room to, any person suggested for consideration by you, nor are we obliged to provide any reasons for refusal to offer residence to any such persons;
  - iii. all deposits and fees paid by you or on your behalf for the relevant academic semester will be forfeited; and
  - iv. a Fee of \$500 will be charged to cover additional costs incurred by us in relation to your early departure. You agree that this is not a penalty, but represents a reasonable estimate of fair compensation for the losses that may reasonably be anticipated from early termination in light of our sunk costs and ongoing commitments.
- c) Where you elect to break this Residential Contract and not return to Union College in Semester 2, then subject to clause i, your room must be vacated by 4 pm Wednesday, 22 June 2022. Notice of such intention must be given to the Head of College in writing under a).

### **15.3 Prior to Taking up Residency**

- a) In the event that you choose to terminate this Contract after its formation but prior to taking up actual residency, a \$500 levy will be deducted from any deposit paid by you

and the balance of the deposit will be refunded only after a suitable replacement is found by Union College.

- b) You agree that this is not a penalty, but represents a reasonable estimate of fair compensation for the losses that may reasonably be anticipated from early termination in light of our sunk costs and ongoing commitments.

#### **16 LIMIT ON LIABILITY**

- a) We are not liable to you or to your executors or administrators for, and you release us and our Indemnified Officers from:-
- i. Any loss or damage (including loss or damage caused by personal injury or property damage), costs or expense arising out of your use of Union College facilities or presence at Union College generally. All inherent risks associated with your participation in Union College activities are not our responsibility;
  - ii. Any loss of valuables or personal belongings kept in or about the Union College site. You are advised to take out appropriate insurance;
  - iii. Any loss or damage (including loss or damage caused by personal injury or property damage) cost or expense incurred due to our termination of this Residential Contract under clause 0, a Force Majeure Event, your own acts or omissions, the acts or omissions of any third parties, or any other circumstances outside of our control; and
  - iv. Any loss or damage (including loss or damage caused by personal injury or property damage), costs, expenses, suits, actions, demands or penalties arising out of any mistake, error or omission by us or our employees in the performance of any professional or technical activity, breach of fiduciary duty or the giving of advice or information whatsoever, or any other activity associated with Union College including but not limited to the Union College gymnasium, associated sporting, cultural and social functions or events.
- b) Despite any other provision to the contrary, you agree that our total liability and the total liability of our Indemnified Officers in connection with your Residential Contract whether under contract or tort, will not in any circumstances exceed an amount equivalent to the money you have paid to us under the Residential Contract.
- c) The limitation of liability under this clause 0 has effect in relation both to any liability expressly provided for under the Residential Contract and to any liability arising by reason of the invalidity or unenforceability of any term of the Residential Contract.

#### **16.2 Release and Indemnity**

- a) You agree to release and hold harmless, indemnify and defend Union College and our Indemnified Officers against any Claim or Liability from or in relation to:

- i. the misuse of any Union College services, facilities, or equipment (including Technology) by you or anyone whom you allowed to access the services, facilities, or equipment, whether deliberately or otherwise;
  - ii. your breach of any law or infringement of any third party rights (including Intellectual Property rights);
  - iii. your inappropriate, unlawful or disorderly behaviour (which includes, but is not limited to, behaviour arising from drug use or alcohol); and
  - iv. your breach of your obligations under the Residential Contract.
- b) You agree to release and hold harmless Union College and our Indemnified Officers against any Claim or Liability arising from or in relation to:
- i. the acts or omissions of third parties;
  - ii. the use or inability to use any Union College services, facilities, or equipment (including Technology) by you or anyone whom you allowed to access the services, facilities, or equipment;
  - iii. your participation in any sporting, leisure or exercise activity associated with the Union College gymnasium including but not limited to games, fixtures, training practice, and all other health and fitness activities;
  - iv. your participation in any activity associated with Union College life (including University of Queensland Sport Membership);
  - v. us exercising any of our rights under the Residential Contract; and
  - vi. actions taken in relation to the Residential Contract in accordance with our obligations at law or any order issued by a court of law or relevant government authority, whether directly or indirectly arising, even if we knew or should have known about the possibility of such Claim or Liability.
- c) You indemnify us for any reasonable legal expenses we incur as a result of your breach of the Residential Contract, including expenses for enforcement, on a solicitor and own-client basis.
- d) In this clause 0:
- i. 'Claim' means a claim notice, demand, action, proceeding, litigation, investigation, judgment, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a party to the Residential Contract or a third party;
  - ii. 'Force Majeure Event' means an unforeseen event beyond the control of the affected party, including an act of god, war, terrorism, riot, vandalism, hacking, industrial action, or law or actions of any government or governmental agency;
  - iii. 'Liability' means any liability (whether actual or prospective), loss, damage, cost or expense of any description, including legal fees on a solicitor and own client basis; and

- iv. 'Union College' includes any associated accommodation, student clubs, sporting clubs, social or cultural groups or gymnasium.

## 17 PENALTIES

If you, in the reasonable opinion of the Head of College, have breached the Residential Contract, these Terms, or any Union College Policy, you will be subject to disciplinary measures as outlined in the current Residents' Handbook at the discretion of the Head of College.

## 18 ACKNOWLEDGEMENT

### For a Resident 18 years or over:

I the undersigned acknowledge that I have read, fully understand and agree to be bound by all the provisions of the Residential Contract.

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RESIDENT (PRINT NAME):

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SIGNATURE:

-----  
DATE:

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### For a Resident under 18 years:

I the undersigned, as the parent or guardian exercising parental authority for the Resident named below acknowledge that I have read, fully understand and agree to the provisions of the Residential Contract which will apply to the Resident and I have ensured that the Resident has also read, fully understands, and agrees to the provisions of the Residential Contract.

\_\_\_\_\_  
RESIDENT (PRINT NAME):

\_\_\_\_\_  
PARENT OR GUARDIAN (PRINT NAME):

\_\_\_\_\_  
SIGNATURE:

\_\_\_\_\_  
DATE:

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