

TERMS AND CONDITIONS OF STUDENT ACCOMMODATION

1. Interpretation

In these Terms and Conditions:

“Student Accommodation” means all student hostels and student quarters on the HKIED campus.

“HKIED” or “Institute” means the Hong Kong Institute of Education or an office designated by the Hong Kong Institute of Education to manage the student accommodation.

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

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

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

“Manager” means a staff authorized by the HKIED to reside in a student accommodation to perform functions and duties in relation to the management of a student accommodation.

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

“Residential Year” means the period of residence as stated in the offer letter of student accommodation.

2. Compliance with Terms and Conditions

A Resident shall observe and comply with these terms and conditions, with the residential regulations, with any reasonable order of the Warden, and where appropriate, with the general regulations of HKIED.

3. Admission to Student Accommodation

3.1 Application for a student accommodation shall be made in the manner prescribed by the Institute. Provision of false information in the application may lead to disqualification of the application and/or disciplinary action.

3.2 The Institute shall, in accordance with currently approved regulations and procedures, admit Residents for a residential period as may be decided appropriate.

4. Payment of Accommodation Charges

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

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

5. Privileges of Resident

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

6. Visitors

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

7. Responsibility for Injury and Damage

- 7.1 The Resident shall make good or pay on demand any damage to furniture, fittings, fabric and property of the student accommodation for which he/she is responsible, normal wear and tear excepted.
- 7.2 The Institute shall not be responsible for any loss of or damage to any property, goods, articles or things whatsoever brought into the student accommodation by the Resident.
- 7.3 The Institute shall not be responsible for any injury sustained as a result of the unsafe action of the Resident or other Residents inside the student accommodation.

8. Inspection of Rooms or Flats

The Warden or his/her authorized representative of a particular student accommodation reserves the right to authorize entry into any rooms/flats in that student accommodation with or without prior notification to ensure proper care, maintenance and safety of the facilities, to make necessary repairs, and to investigate any suspected violations of residential regulations. Efforts

will be made as far as possible to give advance notice when room/flat entry is necessary.

9. Vacating Room and Removal of Property

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

10. Discipline

- 10.1 The Warden may, in accordance with authorities vested in him/her by the Institute, take disciplinary actions against any Resident for violation of terms and conditions of student accommodation and its regulations.
- 10.2 The Warden may confiscate any appliances or items which according to residential regulations are not allowed to be brought into the student accommodation without permission, or any equipment used in such a way as to disturb or endanger others.
- 10.3 The Warden may impose and the responsible Resident shall pay a fine on any person who is not a Resident and who is found in the student accommodation without prior permission after the time for the departure of visitors from the student accommodation as laid down in the residential regulations.
- 10.4 The Warden may suspend or terminate, with or without notice, a Resident from residency when there is reason to believe that the person's residence will lead to behaviour incompatibility with the orderly operation of the student accommodation.
- 10.5 No refund of any accommodation charges will be made for suspension or termination of residency imposed as a disciplinary action.
- 10.6 For his/her accused violations of residential regulations, a Resident may appeal to the Working Group for Appeal Cases* against any findings or decisions of the Warden. The appeal must be in writing and shall specify the grounds for the appeal.

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

Residential Regulations

- Occupancy**
- 1.1 Student accommodation is provided to Residents for the purpose of personal residence ONLY. Use of the premises for any other purpose without the permission of the management is strictly prohibited.
 - 1.2 Each bedroom in the Northcote Hall, Grantham Hall and Robert Black Hall is designated for DOUBLE occupancy of students of the SAME gender. Occupancy of more than two people in a bedroom without approval from the management is strictly prohibited.
 - 1.3. Each flat in the Jockey Club Student Quarters is designated for occupancy of a specific number of residents of the SAME gender. Occupancy of more than that specific number without approval from the management is strictly prohibited.
- Change of Rooms or Household Units**
2. Change of rooms/flats is not allowed except through application to the management in writing. Change of rooms or flats on a private basis without the permission of the management may result in the termination of student residence of parties concerned.
- Identification**
- 3.1 A resident must carry a valid resident card at all times. For identification purpose, any person entering the premises of the student accommodation may be required to produce the card to the management staff.
 - 3.2 HKIEd staff may request proof of identity from any person inside the premises of the student accommodation.
- Counterfeit Student Hostel or Student Quarters Card**
- 4.1. If the offender is a resident, the warden of his/her accommodation will decide on the disciplinary action. At the discretion of the warden, the case may be brought forward to the Disciplinary Committee via the Head of Student Affairs.
 - 4.2. If the offender is a non-resident but a student of the Institute, the Head of Student Affairs will bring forward the case to the Disciplinary Committee.
 - 4.3. If the offender is a non-student of the Institute, the case will be reported to the police immediately.
- Key**
- 5.1 A Resident shall be responsible for all the keys assigned for his/her use. Keys are not to be duplicated, loaned or furnished to anyone else.
 - 5.2 A charge of HK\$50.00 will be levied on a Resident for any piece of lost/damaged key.
- Cooking**
6. Residents are not allowed to cook with open flame within Northcote Hall, Grantham Hall and Robert Black Hall except in the

designated cooking room.

- Smoking** 7. Smoking is strictly prohibited in all parts of the student accommodation. Any Resident found smoking in the student accommodation may result in severe disciplinary action and possibly suspension of student residence.
- Drinking of Alcoholic Beverages** 8. Drinking of alcoholic beverages is strictly prohibited in the student accommodation. Any Resident found creating disturbance to other people or performing destructive behaviour of any kind due to drinking of alcoholic beverages will result in immediate termination of student residence.
- Fire and General Safety**
- 9.1 Possession of chemicals, explosives, fire crackers, LPG aerosols, cigarette lighters or highly combustible materials that are potentially dangerous to human lives or damaging to the student residence are prohibited.
- 9.2 Open flames, including matches, candles and incense, are prohibited in all parts of the student accommodation.
- 9.3 All Residents are required to participate in periodic fire drills unless prior authorization to be excused has been obtained from the Warden.
- 9.4 No one shall interfere with the fire protection facilities.
- 9.5 No one shall wedge open fire safety doors.
- 9.6 All fires and accidents must be immediately reported to the Management Office.
- 9.7 No cycling, roller-skating, use of roller blades or skateboards is permitted in the compound of student residence.
- 9.8 No playing of ball games, such as badminton, is permitted in activity rooms.
- Cleanliness** 10. It is the responsibility of the Resident to keep his/her room or his/her flat clean and tidy. Management staff will check on the conditions of the student rooms and flats periodically and they reserve the right to request the Residents of the room or flat to clean it up immediately.
- Furniture, Fittings and Fixtures**
- 11.1 A Resident shall not interfere with existing fixtures and fittings or install new utilities or fittings to any part of his/her room or flat without the permission of the management.
- 11.2 A Resident shall not affix any glue, sticker, double adhesive tape, nails, spikes, tags or other things on or drive the same into any wall or floor or any fixture, fittings or furniture in any part of his/her room or flat without the permission of the management.

- 11.3 A Resident shall not remove any furniture, fittings or fixtures from his/her room or flat without the permission of the management.
- 11.4 A Resident will be held responsible for paying the charges incurred from making good or repairing any broken items or replenishing any loss items in his/her room or flat; normal wear and tear excepted.
- Decorations
And
Display
Materials** 12.1 Decorations and display materials are only allowed to be put onto designated notice boards or places as permitted by the management. Any decorations or display materials which deface the surfaces of the student residence or cause obstructions to people are prohibited.
- 12.2 Decorations or display materials which contain implicit or explicit languages or themes that cause disturbance or annoyance to other people are strictly prohibited. The management reserves the right to remove the aforesaid materials immediately.
- Hallways** 13. Lift lobbies, corridors, and stairways are to be kept clear of equipment, furniture, trash, personal belongings and any other obstacles that might obstruct passage.
- Terraces** 14.1 A Resident shall not leave equipment, furniture, trash and any other obstacles unattended on the common terraces in student hostels.
- 14.2 Functions that may be hazardous or cause disturbance to other residents are strictly forbidden on the terraces.
- 14.3 A Resident shall not try to endanger himself/herself by climbing up the railings or by jumping from one level to another level on the terraces.
- 14.4 Without the permission of the management, drying of clothes or personal belongings is prohibited on the terraces.
- Dress Code** 15. A Resident shall be properly attired at all times during his/her stay within the student accommodation. T-shirt, shorts and sandals are the minimum requirements in any common areas of the student residence. The terrace, the sitting/dining areas, the kitchen and the laundry room inside each flat of the student quarters are considered as common areas.
- Drugs** 16. A Resident shall not bring into the compound of student residence or permit any person to bring into his/her room/flat any illegal and/or dangerous drugs as defined by government ordinance of HKSAR.
- Gambling** 17. Any kind of gambling is prohibited within the compound of student residence. A Resident shall not permit such action to take place in his/her room or flat at all times.

- Pets** 18. A Resident shall not bring or keep pets or animals within the student residence that will cause disturbance to other residents and/or affect the hygienic condition of the residence.
- Visitors** 19.1 A Resident may invite visitors to the student residence during the daily visiting hours 9:00 a.m. – 10:00 p.m. At the approval of senior duty staff, visitors might remain in the residence’s common areas for a reasonable period beyond 10:00 p.m.
- 19.2 A Resident who invites a visitor to the residence shall be responsible for the conduct of his/her visitor while the visitor is in the premises.
- 19.3 All visitors entering or leaving the residence must be accompanied by a Resident. Visitors to student hostels must register at the Reception Office/Management Office of the student accommodation.
- Visitors Staying Overnight** 20.1 A visitor is not allowed to stay overnight in the student hostel or student quarters except in special circumstances with approval from the management.
- 20.2 Only visitors of the same gender and those who are students of HKIED are eligible to apply for overnight stay.
- 20.3 A student visitor who wants to stay overnight in the host resident’s room/flat MUST seek consent from his/her roommate or flatmates before applying to the management.
- 20.4 A student visitor who wants to stay overnight MUST obtain approval from the management before 10:00 p. m.
- 20.5 Prior to staying, the student visitor staying overnight should pay a lodging charge of HK\$50.00 per night, which excludes bedding and linen.
- 20.6 The hours allowed for overnight stay is 10:00 p. m. – 10:00 a. m. of the following day.
- 20.7 A visitor staying in the student accommodation should abide by the same set of regulations for other residents. He/she should stay in the room of the host resident under normal circumstances and he/she should respect the privacy and property of the host and other residents.
- Illegal Residents** 21.1. Students/visitors who stay beyond 10:00 p.m. without permission will be regarded as ‘Illegal Residents’.
- 21.2. If the offender is a student of the Institute, both the host resident and the illegal resident(s) will be charged HK\$200 each, but the illegal resident may stay for the night.

- 21.3. If the offender is a non-IEd student, the host resident will be charged HK\$400. The offender(s) must leave the hostel/quarters immediately.
- 21.4. More serious cases will be handled by the Warden, who may suspend students concerned from entering and/or living in the student accommodation, or report to the Disciplinary Committee, whereby students' misbehaviour may be filed in the student record.

**Disruptive
Actions and
Behaviours**

- 22.1. Actions or behaviour that disturb other residents or the orderly operation of the student accommodation, or that threatens the health and safety of self or other Residents or that unreasonably interfere with other Residents' normal use of facilities within the residential premises are strictly prohibited.
- 22.2. From 10:00 p.m. to 10:00 a.m. the next morning, only residents of the same gender may enter the residential floors of the student hostels or the flats of student quarters, with exemption to staff who need to carry out duty on site.

**Interpretation
of Rules**

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

**Breach of
Rules**

24. If a Resident fails to observe any of these regulations, the Warden may suspend or terminate his/her residence and/or impose disciplinary actions. He/she may also decide to refer the case to the Disciplinary Committee or the Institute for more serious penalties.

**Revision
of Rules**

25. The Institute reserves the right to revise the regulations whenever it deems necessary.