

Nikau Apartments



Rules and Regulations

2023

Before completing the application for accommodation, please read the Terms and Conditions carefully. Nikau Apartments offers Independent living with 24/7 staff assistance. These rules and regulations, are required to be adhered to when residing at Nikau Apartments, and are given in alphabetical order.

Within Nikau Apartments these rules will take precedence. Any change or introduction of a new rule and all residents will be made aware. The following rules are to provide a safe and healthy living environment.

Alcohol

- No alcohol is allowed to be consumed outside of the apartments, on the stairwell or in the corridors. Outside in any communal area, grass etc.
- Intoxicated guests/friends are not allowed on the premises or on the grounds, and they must leave when directed to do so by Nikau staff. Your guests are your responsibility.
- Residents must be 18 or over and guests under the age of 18 years of age are not permitted to consume alcohol onsite. The consumption, possession or supply of alcohol is strictly prohibited. No resident is to give alcohol to a guest under the age of 18.
- Residents found violating the alcohol policy will face one or more of the following penalties: Written or verbal warning or potential fine. Repeated offenders will be asked to vacate Nikau. Nikau Apartments is on a Campus, the alcohol free zones are policy.

Party/Gatherings

- Nikau Apartments has a zero party policy. This includes gatherings of friends in apartments, consumption of alcohol and loud music. If this is of concern to you then it is suggested that you look for alternative accommodation.

Attendance at Classes

- All NMIT student residents are expected to attend the lectures, tutorials and laboratory sessions for which they have enrolled. If a student is not attempting to meet course requirements, NMIT

support staff will be informed and support will be provided to assist you in your studies.

Bicycles

- Nikau Apartments accept no responsibility for loss or damage to any bicycle while stored on the premises. Bikes may be stored in the outside bike rack under video surveillance but may **not** be stored inside the apartments.

Car parking

- Students are requested by NMIT facilities management to use the F block car park for overnight parking and not to use the parking beside the library. Nikau Apartments is not liable for any damage to any vehicle while parked on its premises. Cars are NOT to be parked on the yellow lined areas as this provides access for disabled residents, and delivery and emergency vehicles. No persons are allowed to sleep in a vehicle in NMIT carports.

Cleaning

- Your apartments and your bedrooms are to be kept clean and tidy by the resident. Apartment and room maintenance checks will be conducted every 5- 6 weeks. If any apartment or room is found in an unsatisfactory condition a specific time will be given to rectify the problem. If the required standard is not met, then the room may be cleaned by commercial cleaners at the resident's expense plus a fine may be given for non compliance. All residents of an apartment are to jointly

keep the apartment to the standard require.

Confidentiality and Privacy

- Staff and residents should endeavor to treat everyone with the utmost respect and confidentiality. In line with the Privacy Act, parents, and relevant staff at NMIT or private counselors may be contacted if management has concerns for the student's safety and well being.

Damage

- Residents will be liable to cover all costs of replacement, repairing or re-painting or cleaning as a result of deliberate damage. Residents will be required to pay for all such damage within five (5) days of being requested to do so by the Manager. If no one person accepts responsibility, deductions will be taken from all residents involved in the incident. It is in everyone's interest to treat all areas with care and encourage those people at fault to accept responsibility for their actions.

Drugs and other illegal substances

- Possession, use and/or distribution of illegal drugs are strictly forbidden. Residents discovered possessing, using or selling such substances will be evicted immediately and the police will be notified.

Gangs, patches and related affiliations

- Any resident being found to have connections or affiliations with gangs will be asked to leave Nikau apartments immediately. No residents or guests are permitted to enter Nikau apartments wearing patches or gang paraphernalia.

Financial payments

- Your first payment of \$100 is an administration fee, payable once accommodation has been offered. Two weeks rent is then due four weeks

before arrival. Failure to do so may result in your booking being cancelled. On arrival, the bond of \$400 and your first electricity card will be purchased. Payments may be made by direct banking or Eftpos/Visa/MasterCard. All credit card payment have a 2.5% surcharge.

- Subsequent payments are due one week after arrival and weekly thereafter, by direct credit. Direct bank payments should be set up with your bank soon after arrival. You will be given the details when you check-in. Rent must remain at least one week in advance. The bond may not be used to pay rent.
- If a resident is behind in rental payments a two weeks notice of termination of residency may be given.
- **A fee of \$50 or 1.5 % of arrears may be charged per late rent payment. We also reserve the right to charge overdue fees, interest and collection costs on all accounts not paid by the due date.**

Fire Safety

- Open flames, or incense in your rooms or common areas are not permitted due to the fire risk.
- Do not disable the fire alarms in your apartment, do not cover with tape or plastic bags. Fines will be given to a resident doing so.
- If the alarms are set off for anything other than an emergency the technician's call out fee (\$500) to reset the alarms will be charged.
- The person responsible may also be fined the cost of the fire department call out fee.
- An eviction notice will be given to anyone deliberately setting off the main fire alarm.

Firearms or Weapons

- Permanent storage of firearms or weapons of any sort are not permitted on the premises. If found they will be confiscated. If you wish to have a firearm on the premises temporarily, you must contact the Manager so that the appropriate precautions can be taken.

Violation of this policy may lead to immediate eviction proceedings commenced and the police or fire arms officer will be called. Alternatively, you can make arrangements for firearms to be held at the local Police station.

Guests

- Guests are most welcome to enter Nikau Apartments as long as they are not intoxicated and they are well mannered. The resident must be with the guest at all times while they are in the complex. The resident is fully responsible for the guest's actions whilst they are in the building (e.g. fire safety, harassment, noise and damage) and any fines and costs incurred by them will be charged to the resident.
- Guests are welcome to stay for a night at no cost but only if Nikau staff have been informed. If they stay longer the resident will be charged \$20 per night for their stay. Residents are responsible for the payment of this charge **prior to the stay**.
- Reception is to be notified of all guests staying over night. This is to help the Manager to maintain security and ascertain how many people are in the building for fire and earthquake procedures. Mattresses are **not** to be taken from the ground floor storage.

Information/Notices

- There are a number of notice boards situated in the common areas. Management reserves the right to remove anything posted on them that is objectionable or not previously approved. Please read the notices regularly for updates information. Notices will be from time to time put under an apartment door. Please read and leave for your flat mate.

Insurance

- Nikau Apartments takes no responsibility for damage or loss of personal effects. You are strongly advised to take out personal insurance, including liability cover.

Internet Usage

- All government laws regarding unauthorised downloading must be strictly adhered to. Anyone misusing the internet access will be immediately disconnected from the system.
- No pornographic or x rated games or movies sites are to be visited. No hacking or trying to bypass the paid internet system is permitted. Anyone even suspected of tampering with log in system will have their account terminated indefinitely. Upon issuing internet, we record the user number against your name.

Keys and Access Tag and Security

- If you lose your keys, you must report this to reception immediately. Do not use a flat mates keys. You will need to purchase a new set at a cost of \$50, This will be returned to you if the original set of keys is handed in to reception or you find them.
- You must not give your keys to friends or other flat mates.

Mail

- Mail is collected from the post office box, **PO Box 7297, Nelson 7040** and placed under the door of the appropriate apartment by the duty staff. Courier packages must be addressed to **79/85 Nile Street Nelson 7010**. Nikau Apartments is happy to sign for courier packages on your behalf but Nikau Apartments takes no responsibility for loss of any mail or packages. A notice will be put under your door for you to collect your delivery from reception.

Maintenance

- If anything in your room or any other part of Nikau Apartments needs repairing, you must contact the office immediately. If urgent repairs are required and the office is closed please contact the RA on duty.

Medicines and Medical conditions

- It is important for management to know about any prescription medicines/drugs that need to be taken for any medical condition. Management must be informed upon application. All disclosures are treated with the utmost confidentiality.
- Nikau apartments offers accommodation for residents who are able to live independently and without living cared assistance. Nikau staff are not able or trained to offer health related or medical advise but must be contacted in an emergency situation. Residents are not responsible, for the health and wellbeing of other residents. All residents are expected to report any concerns to management.

Noise/ Quiet time

- There is to be NO NOISE from your apartment during the following times: **Sundays to Friday 9pm to 8am. Fridays and Saturdays: 11pm to 9am.**
- These times will be strictly enforced. Management reserve the right to ask any visitors to leave an apartment or grounds. Fines will be given to those causing a disturbance to others. Repeated noise offences will result in the resident being asked to leave.

If the RA on duty is called to your apartment after quiet time as a result of a complaint from another resident, the manager will speak with you when next on duty.

Notice to leave

- If you wish to leave Nikau apartments before your course end date **a four week notice period is required.** This notice is to be **in writing** and may be by email to the manager or given directly to the office. The letter is to include your name, and include a reason for leaving and the date of departure. You will be required to fill out a bond release form the week of departure.
- The four weeks notice period can be

reduced if we can fill your room with a new applicant. The bond of \$400 may not be used to pay rent. All rent must be paid before departure.

Pets

- No animals or pets are allowed on Nikau Apartments premises at any time.

Photographs / Student ID

- Residents may be asked to provide Nikau Apartments staff with their student ID number for confirming full time enrolment at NMIT and providing statistical information concerning students in residential apartments.

Phone line & Internet Connections

- Your apartment phone is to be kept connected and in good order at all times. **1** is to contact reception. Just dial the number required for an outside line.
- Each bedroom has an Internet port for your personal computer. All users must abide by the rules set out in the Nikau Internet Agreement and inappropriate usage will result in termination of your access.

Posters

- Noticeboards in your room are to be used to pin objects/notices on. Please do not put posters etc on the walls.

Residential Assistants

- Residential Assistants are responsible for providing assistance to residents. Nikau staff will be onsite 24/7. They are also responsible for the enforcement of rules and regulations. They are to be treated with respect at all times. If you require assistance, **1** on the apartment landline or text **0211155742**
- All call outs or incidents will be reported to the manager.

Right of Entry

- If Nikau Apartments Management requires access to any room or apartment, staff will attempt to notify

residents in advance. If the resident cannot be contacted, a notice will be left in the apartment to inform that the apartment has been entered and explaining the reason for entry. Any room will only be entered for the purpose of ensuring personal safety and wellbeing, or for improving the facilities by making necessary repairs.

Harassment (Racial and Other) Actions Causing Disharmony

This is not permitted at Nikau Apartments or within the NMIT community.

- The use of language (written or spoken) or visual material or physical behaviour.
 - Expressing hostility against, or brings into contempt or ridicule, any other person
- Racial harassment is the same behaviour but on the grounds of colour, race or ethnic or national origins of that person. Racial Harassment may carry a police penalty of up to two years imprisonment and any complaints will be treated with the utmost seriousness.
- Publishing or distributing written, visual or electronic material which is threatening, abusive or insulting to people
 - Using words which are threatening, abusive or insulting to people
 - Is hurtful or offensive to that other person (whether or not that is conveyed to the person complained about).
 - Is either repeated, or of such a significant nature that it has a detrimental effect on that person.

Security Deposit /Bond

- Your Security Deposit is held by Nikau Apartments Ltd to cover any damage, breakages, outstanding fines and rent, cleaning and any other charges payable by the resident on departure. The Security Deposit will be repaid into a nominated bank account within two weeks of completion of the Check Out form on departure.
- Where the Security Deposit becomes depleted from repeated fines the Manager reserves the right to request a further addition of funds to top up to the original amount.

Sexual Harassment

Sexual harassment of residents or staff in any form it is a serious offence and will result in disciplinary action being taken.

Sexual Harassment includes:

- Suggestive behaviour with or without direct sexual connotations, which the person on the receiving end considers offensive or unwanted.
- Posters of a sexual nature displayed on walls within apartments can constitute sexual harassment.
- Sexual behaviour between two consenting parties, if carried out in the presence of others,
- Sharing a bed with another person, even where nothing of a sexual nature occurs, can sometimes lead to a complaint of sexual harassment at a later date.
- Students staying at Nikau Apartments also agree to abide by NMIT's Rules of Student Conduct.

Staff and Contractors

- Residents are to ensure any staff or contractors or fire service workers working for Nikau Apartments are to be aided in anyway in the performance of their duties. Residents are to comply with any reasonable direction given by a person holding such authority within the complex.
- Nikau Staff are to be spoken to in a courteous manner. Any verbal abuse of a staff member may result in a resident being asked to leave.

Smoke Alarms

- If, during any routine or random inspection by management, a smoke detector is found to be disabled or damaged, a fine of up to \$250 will be imposed. This charge is to be shared by all the residents of that apartment. It is a requirement by the NZ Fire service that all apartments have working smoke detectors.

Smoking

- Nikau Apartments is situated on NMIT campus which is 100% smoke free. There

is to be **NO** smoking or Vaporizing inside Nikau apartments or on the property. If you are a smoker please use the designated smoking area on the street, this will be shown to you on arrival.

- Please do not throw your stubs on the ground but use the ash trays provided.

Theft

- Management has zero tolerance when dealing with theft especially within

apartments. If you are found to be stealing from anyone eviction proceedings will be commenced and the Police will be notified.

- The removal of any items of inventory (such as duvets, cutlery etc) from the apartment complex without prior permission of management will be considered as theft, and dealt with accordingly.

Check-out

- On leaving Nikau Apartments the entire apartment must be clean and tidy.
- You must be ready to leave by **9.30am** on the day of departure. A staff member will check your room on the day of your departure. If the room or apartment requires cleaning, you will be charged an hourly rate. You cannot clean after the scheduled check out time. **You must wash and dry all bedding** including the mattress protector and duvet and pillows and leave them folded on the bed. This must be done on the **morning** of departure. You will be charged for any laundry, repairs or re-painting, cleaning, carpet shampooing or replacement/repair costs for damage to the room or furniture. The relevant costs will be deducted from your security deposit and any surplus is expected to be paid within a week of departure.
- Room keys and all Nikau Apartments property must be accounted for. You must sign a check out form which includes a section for the refund of your security deposit. All rent or fees must be paid before check out. Your refund will be directly deposited into the nominated NZ bank account.
- **The manager is unable to refund the bond in cash, eftpos or by cheque on the day of departure.**

If at any time you have any questions or concerns regarding any of the above, please contact the manager at reception.

Problems and Complaints

Whether you have encountered a problem for which you would like support or guidance, or wish to make a complaint, there are policies in place and NMIT team members to support you. If you wish to raise a problem or make a complaint relating to another resident, guests, the facilities, systems, processes, staff, or any matter relating to your residency at Nikau, you are encouraged to raise this with Nikau at the earliest opportunity, to identify an appropriate course of action and resolution.

You can do this with:

- A member of the Accommodation team
- Saniti
- Any NMIT team member, service, or department you feel safe to disclose to
- NMITS website <https://www.nmit.ac.nz/about/have-your-say/make-a-formal-complaint/>

If are not satisfied with the outcome, you can raise your concerns with NZQA through the Education Domestic Tertiary Student Contract Dispute Resolution Scheme (DRS) If you want to enquire about making a formal complaint or receive advice about the options available to you, complete the NZQA Student complaint enquiry form: nzqa.govt.nz/about-us/make-a-complaint/make-a-complaint-about-a-provider/complaint-enquiry-form/ Further information can be found at: <https://www.nzqa.govt.nz/about-us/make-a-complaint/makeacomplaint-about-a-provider/>

Regulations and Disciplinary Procedures

Residents of Nikau Apartments are bound by these Rules and Regulations. A Resident means any person who for the time being resides in Nikau Apartments. The Residential Manager may apply these rules as they think fit. Misconduct is defined as any breach of the Rules of Nikau Apartments or Nelson Marlborough Institute of Technology Student Statute of Conduct.

If the Residential Manager believes on reasonable grounds that a resident has committed or is committing a breach of these rules, or of any rules governing behavior at Nikau Apartments, and that action is required to ensure that the peace and good order is maintained, they may instruct the person to cease the misconduct and/or vacate the area where the misconduct has occurred. Misconduct is defined as any breach of the Rules of Nikau Apartments or Nelson Marlborough Institute of Technology Student Statute of Conduct.

Any resident who is concerned about any disciplinary action of any of the staff at Nikau Apartments should attempt to seek resolution through negotiation with the Manager. You may ask for support or speak with SANITI, the student association.

Action of Management might include but are not limited to:

1. If the person is not a resident of the Nikau Apartments, ask them to leave, issue a verbal or written trespass order to be placed on that person. One given, the person will no longer be permitted on site.
2. If the person is a resident of Nikau Apartments:
 - Give the person an oral or written warning
 - Impose a written list of revised conditions of residency
 - Impose a fine.
 - Charge all related repairs or cleaning costs to the account of the resident.
 - In extreme cases, where the continued safety of other residents or their property is at risk, or the resident does not abide by the terms and Conditions of their contract, the Manager may give the person notice of eviction from the complex. The time of which may be immediate or a date given.

The resident will be asked to call at reception to discuss any breach in the terms and conditions. They will then be informed in writing of the rules broken and behavior that has led to a written warning or in more serious situations, an eviction and the date of departure.

- If an eviction has been placed, the resident will leave their room in a clean and tidy state on or before the specified date.
- The resident will forfeit the security deposit and be charged **in addition** for the cost of any cleaning, laundry, damage, and repairs required to return the room or apartment to a habitable state for the next resident.
- The evicted resident and any guests involved in the incidents leading to the eviction are not to enter the apartment complex and immediate vicinity for any purpose or reason whatsoever, after the date of eviction.
- Management will be unable to provide a reference to any future accommodation provider.
- If the manager deems it necessary, an eviction can be immediate. It will be put in writing and posted to the resident with all deposits forfeited.

• **Checklist: Required upon Application**

- Application Form (completed) Must have an arrival and departure date. Must have a date of birth. (No applicants accepted under the age of 18)
- The application fee is only to be paid once you have received an offer of accommodation. This is to be done within 48 hours.
- Two weeks rent paid no later than 4 weeks before arrival.
- Have read and understood the terms and Conditions of the contract as this will be verbalised to you on arrival which you will then sign.

Checklist: Required upon Arrival

- Security Deposit (\$400.00)
- *First electricity card to be purchased.*