

2020

# Welcome to The Lime Tree



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Friendly | Quality | Convenient

1/1/2020

## THE LIME TREE INFORMATION

The Lime Tree is a modern, co-educational, multi-cultural fun student accommodation facility, providing individual rooms and double / twin rooms with shared living and kitchen facilities. The Lime Tree provides a safe environment conducive to academic study and a positive social life. These Conditions of Residency have been developed to make life in the Lime Tree run smoothly.

Your fees cover your furnished bedroom, reasonable internet use, power and heating, the use of the shared kitchen and living and laundry facilities (washers and dryers are coin operated) and bathroom cleaning. Meals are not provided. The Lime Tree is located in central Hastings close to a number of food outlets and a supermarket.

Each bedroom has a bed, wardrobe, study-table, chair and is heated in the winter. You can bring your own bedding, including pillow(s), sheets, blankets/duvet. You will need blankets or a duvet in winter. A linen pack is available for \$150.

The Lime Tree accepts students aged 18 years and over and partners of students. Students may apply as a couple.

The Lime Tree accepts Eastern Institute of Technology (EIT) application forms.

## ACCOMMODATION FEES

Accommodation fees are \$190 per week for a single room and \$150 per person for a double / twin room.

The minimum length of residency is 10 weeks paid in advance. Fees can also be paid by semester (20 weeks) in advance or for the academic year (40 weeks) in advance. Preference will be given to students who pay one or two semesters in advance.

Residents may remain in the Lime Tree during holiday periods. From November to February the Lime Tree is available for holiday makers too. This assists to keep fees as low as possible. If you wish to stay during this time, you may be asked to move rooms. Normal weekly rate and conditions apply.

Additional cost recovery fees are charged for optional heated towel rails, mini fridges, car parking (\$10 per week). We reserve the right to charge an additional \$10 per week if it is necessary to hire a cleaner to do dishes left by residents or tidy the kitchen after them. Washers and dryers cost \$4 per load.

## BOND

A \$300 bond is payable on application. This bond is refundable in part or full in these circumstances:

- If you gain a place in the Lime Tree, but elect not to take your offered place, \$150 of your bond will be refunded.
- If you do not gain a place in the Lime Tree, your \$300 bond will be refunded in full.
- Bonds will be refunded in full within one week of leaving the Lime Tree - as long as there is no damage done to the room or building. Any cost for repairs and excessive cleaning will be shared amongst all residents unless responsibility is accepted by a specific person or persons.

## **RULES AND CONDITIONS OF RESIDENCY**

Please make sure you have read and fully understand the Rules and Conditions of Residency before you sign the Lime Tree Residency Agreement. These Rules and Conditions of Residency form part of the Residence Agreement.

### **Alcohol**

The Lime Tree is an intoxication-free environment but moderate alcohol use is accepted.

### **Cleaning and Safety Inspections**

The Manager may carry out occasional inspections of the bedrooms. Residents are responsible for cleaning their rooms.

### **Communal Living**

Resident must not act in a manner that is likely to disturb the quiet occupancy of other residents. Residents are to agree on a roster for tidying the kitchen.

### **Contacting Parent/Rent Guarantor**

The Manager reserves the right to contact the next of kin, parents or the rent guarantor if the Manager is concerned about any aspect of the residency, including the resident's behaviour.

### **Contract Period**

Residents who leave remain liable for their rental commitment for the agreed contract period. The contract period will be the duration of the accommodation agreed between the Manager and resident.

### **Dangerous Goods**

Weapons, ammunition, fireworks, explosives, flammable liquids, candles, incense and oil burners are not permitted.

### **Electrical Appliances**

Personal heaters or cookers are not to be used in bedrooms.

### **Grounds**

The maintenance of grounds will be the responsibility of the Manager. However, any litter or rubbish left outside of the premises is the responsibility of the residents jointly.

### **Health and Safety**

The Manager will provide Health and Safety information.

### **Illness or Accident**

Serious illness or accidents should be reported to the Manager/ Senior Resident. Where necessary, medical assistance will be contacted by the Manager/Senior Resident.

### **Immediate Termination**

The Manager may action immediate termination in any case where:

- Any rules or conditions of residency are breached.
- Fees have not been paid in full by the due date.
- The resident has caused or threatened to cause damage to the premises.

- The resident has assaulted or threatened to assault the Manager or any visitor or another resident.
- The resident is intoxicated on the premises.
- The resident has any firearms or weapons on the premises.
- The resident has after a written warning, continued to leave the premises in a filthy state.
- The resident has provided false details in their application.
- Sexual harassment.
- Use or possession of illegal drugs

### **Insurance**

Insurance of personal possessions is the sole responsibility of each resident.

### **Kitchen**

Please clean up after yourself and keep the kitchen tidy. Dishes should be washed, dried and put away immediately after cooking. Benches should be wiped down.

### **Laundry**

A modern laundry is provided on site. Washers and dryers cost \$4 per load.

### **Manager**

The Lime Tree Manager will determine whether any behaviour breaches the rules or conditions of residency. The Manager has the discretion to take action, as the Manager considers reasonably appropriate given the breach and taking into account the rights of other residents.

### **New Zealand Fire Service False Alarms**

It is now the policy of the New Zealand Fire Service to recover the costs involved in attending false alarms generated by fire alarms in accordance with section 47C 4) Fire Service Act 1975. Should you or any of your guests activate the fire alarm for a false callout you will be charged \$500 or the actual callout charge, whichever is higher.

### **Noise**

Unreasonable or excessive noise which disturbs residents and prevents them from sleeping or studying is not permitted. From 10pm to 7am is quiet time. The use of headphones is strongly recommended. The use of amplified musical instruments (eg. electric guitars) is forbidden.

### **Notice of Termination of Agreement**

Apart from "Immediate Termination" provisions, the Manager will give five weeks' notice of termination to residents in writing.

### **Personal information and Privacy**

The Lime Tree may collect and hold personal information about you. We will use that information to carry out services for you. You authorise us to disclose, in the normal course of performing the Services, such personal information to third parties for the purpose of providing the Services and any other purposes set out in these Terms. Residents agree to the Lime Tree disclosing any personal

information with the tertiary provider which the resident attends or any health professional or the Police.

We may disclose personal information about you to third parties such as credit agencies to perform a credit reference or to undertake credit management or collection processes if it is reasonable to do so.

The information we collect and hold about you will be kept at our offices and/or at secure file storage sites (including electronic file storage sites) elsewhere. You have the right to access and correct this information. If you require access, please contact the manager.

All personal information collected and held by the Lime Tree is covered by the twelve Information Privacy Principles under the Personal Information and the Privacy Act 1993: .

#### **Payments and Refunds**

Accommodation fees are to be paid a minimum of ten weeks in advance. Payments are due prior to arrival and prior to the commencement of each term. Refunds will occur only where the total cleared payments by the resident exceed all accommodation and related fees payable under this agreement together with any other debts owing to EIT.

#### **Pets**

No pets are permitted.

#### **Provision of Keys and Lost Keys**

A fee of \$50 will be charged for a replacement if a resident loses a swipe card.

#### **Responsibilities**

##### **The Lime Tree will:**

- Provide and maintain the premises in a good state of repair.
- Not interfere with the residents' quiet enjoyment of the premises.

##### **The Residents will:**

- Keep the premises clean, tidy and clear of rubbish and notify the Manager of any repairs needed.
- Not damage or permit damage to the premises.
- Leave the premises clean, tidy and clear of rubbish. Clean up after themselves in the kitchen including doing their dishes and those of other residents occasionally on a roster system. Only use bathroom facilities for their designed purposes.
- Not smoke anywhere within the Lime Tree.
- Not cook durian within the Lime Tree.

- Not allow non-residents to sleep in any areas of the Lime Tree, except with the prior permission of the Manager or Senior Resident. A \$20 overnight fee may apply.

#### **Rights to Enter:**

- The Manager may enter communal areas at any time.
- The Manager will give reasonable notice of inspection of bedrooms. This will not apply in cases of emergency or to effect previously notified repairs.

#### **Room Allocation**

The resident will be allocated a room by the Manager. The Manager may move the resident to a substitute room.

#### **Senior Residents**

The Senior Residents have some management responsibilities and are the Manager's representatives. Residents must co-operate with the Senior Residents to enable the Lime Tree to run harmoniously.

#### **Sexual Harassment**

Sexual harassment is prohibited and will not be tolerated in any form. Residents of the Lime Tree must observe Eastern Institute of Technology policy regarding sexual harassment.

#### **Smoking and Drugs**

The Lime Tree is a smoke free environment. If you are a smoker, this will not jeopardise your opportunity to reside in the Lime Tree. However, you will be required to observe the smoke free policy. The use of illegal drugs is forbidden. Residents found or suspected of using illegal drugs may be expelled from the Lime Tree immediately.

#### **Subletting**

The resident may not sublet the premises.

#### **Security Cameras**

The Lime Tree operates security cameras only in common areas of the building for the safety of residents and visitors. Footage from the security cameras will not be viewed except for security reasons and then only by authorised Lime Tree personnel, the Police or the student's tertiary provider.

#### **Transport**

Twelve car parking space is available to residents at \$10 per week. There is a bicycle stand for bicycles.

#### **Guests**

Residents are totally responsible for the behaviour of their guests and will be held accountable if their guests cause problems. Overnight guests can only be accommodated with prior permission of the Manager. All guests must leave the Lime Tree by 10.00 pm.

## THE LIME TREE APPLICATION FORM

Length of accommodation required - **PLEASE TICK ✓**

Do you wish to pay your fees - **PLEASE TICK ✓**

Semester One (20 weeks)		By Term in advance - 10 weeks	
Semester Two (20 weeks)		By Semester in advance - 20 weeks	

Five weeks is the minimum period to pay accommodation fees in advance. Preference will be given to students who pay for a semester in advance.

Do you require a carpark? Yes  No

Full Name: \_\_\_\_\_  
(First name/s) (Family name/Surname)

Preferred First name: \_\_\_\_\_ Female  Male

Which programme/s have you applied for:

\_\_\_\_\_

Have you been accepted: Yes  No

Home Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ (If different from above)

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Your bank account number for bond refund: \_\_\_\_\_

Where did you first hear about the Lime Tree?

\_\_\_\_\_

Why did you choose to study in Hawke's Bay?

\_\_\_\_\_  
\_\_\_\_\_

Student ID Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
(if known)

Are you a NZ Resident: Yes  No  If "no" which country are you from?

\_\_\_\_\_

Which ethnic group do you identify with? - **PLEASE TICK ✓**

Māori		European		Pacific Islands		South American)	
Asian		African		Arab		Other	

**PLEASE TICK ✓**

Do you like to study with the stereo or TV on?			Yes		No	
Do you usually go to bed			Before midnight		After midnight	
Is your housekeeping	Spotless		Neat		Untidy	
What music do you like?	Pop/rock		Reggae		Country	
	Heavy Metal		Classical		Other (specify)	
What form of transport will you use?	Car		Motorbike		Bicycle	
	Public transport					

Do you have a medical condition? e.g. hearing loss, bulimia, anorexia, asthma, diabetes, epilepsy, allergy, psychological disorders/ mobility condition? Please provide details:

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**IN CASE OF EMERGENCY** - name of parent or guardian:

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Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

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In the event that you are admitted to hospital while a resident in the Lime Tree, you authorise hospital and medical staff to give information to the Lime Tree managers so that they can inform your emergency contact people accurately of your condition and required treatment or support.

## THE LIME TREE RESIDENCY AGREEMENT

**Between:** The Lime Tree Hastings Limited (the Lime Tree) **and**

**Resident:** \_\_\_\_\_

(first name/s)

(family name / surname)

If this application is accepted, the Lime Tree agrees to provide the Resident with accommodation and the Resident agrees to pay the accommodation fees in advance in terms of this Residency Agreement and to abide by the Rules and Conditions of Residency.

The Resident agrees that the information provided on the Lime Tree website and in the resident's application form is part of this Residency Agreement and is legally binding.

### Accommodation Fees – please circle option selected

King Single Room Fees                      \$1,900 (ten weeks)                      or                      \$3,800 (20 weeks)

Double / Twin Room                      \$1,500 (ten weeks)                      or                      \$3,000 (20 weeks)

Double / Twin Rooms are shared with one other person. All fees are payable in advance with the minimum fees payable being five weeks. Preference is given to those paying 20 weeks in advance.

### Bond

A \$300 bond is payable on application. This bond is refundable in part or full in these circumstances:

- If you gain a place in the Lime Tree, but elect not to take your offered place, \$150 of your bond will be refunded.
- If you do not gain a place in the Lime Tree, your \$300 bond will be refunded in full.
- Bonds will be refunded in full within one week of leaving the Lime Tree - provided there is no damage to the room. Any cost for repairs and excessive cleaning will be shared amongst all residents unless responsibility is accepted by a person or persons.
- The Lime Tree bank account is: Account Name:                      The Lime Tree Hastings Limited  
Account Number:                      06-0645-0604573-00                      Bank: ANZ BANK  
*Payments must include the student's name.*

### RESIDENT'S DECLARATION

Please note that the whole application form is a binding legal document. Please ensure you understand it and your commitments.

1. I declare all information given on this application form is true and correct.
2. I agree to remain in residence for the period I have selected.
2. I agree to meet payment of accommodation fees in advance by the due dates.
3. I remain liable for my rental commitment for the agreed contract period even if my residency is terminated.
6. I have read, understood and agree to abide by the Rules and Conditions of Residency as outlined in this application.

Resident's Signature: \_\_\_\_\_

Bond \$300.00  Attached

The Lime Tree Hastings Limited: \_\_\_\_\_

Date:

**Please provide a copy of your passport as identification**

## APPLICANT'S PERSONAL STATEMENT

Please list your cultural interests, involvements and achievements:

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Please list your sporting interests, involvements and achievements:

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Please list your community service activities, involvements and achievements:

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Signature:

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## REFEREE'S STATEMENT

The Referee is asked to complete this form in support of an application for a place in the Lime Tree. When completed, this form should be returned to the Lime Tree Manager.

Applicant's Full Name: \_\_\_\_\_  
(First name/s) (Family name/surname)

I have known the Applicant for \_\_\_\_\_ years.

Please comment on the applicant's self-discipline; attitude towards personal study; ability to relate to and show concern for others and those of other cultures; personal behaviour and social maturity; suitability for living in a student accommodation and adapting to new situations:

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General Comments:

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Referee's Details (the person providing this reference):

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_