



RESIDENCE RULES AND REGULATIONS

SUNWAY EDUCATION GROUP RESIDENCE

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PART 1. RESIDENCE COMMUNITY

Welcome! You are now a member of the Residence Community.

RESIDENTS

As a Resident, you are responsible to read, understand and abide by the Residence Rules & Regulations to be a responsible party in the Residence Community. You acknowledge your rights, responsibilities and privileges as well as the rights, responsibilities and privileges of others. You are required to take ownership of your own actions. We hope that you participate in the Residence Community in a positive way and do your part to create and maintain an environment that encourages personal and social growth.

RESIDENCE MANAGEMENT TEAM

The Residence Management Team works hard to ensure that you have a positive living experience in our Residences. We are here to help you meet your aspirations. We understand the importance of having a conducive environment where you can build your own future and chart your own destiny. For this reason, we provide Residences for you to live, learn and lead. The Residence Management Team aims to ensure that the standards outlined in the Residence Rules & Regulations are respected and maintained.

1.1 RULES THAT AFFECT YOU IN THE RESIDENCES

The Residence Rules & Regulations are a set of guidelines for students that live in our Residences. These are detailed in:

- Part 2. Tenancy Terms
- Part 3. Community Living Standards

All Residents are expected to behave in a manner which is acceptable and conform to Malaysian customs, local laws and regulations anywhere within the Residences. Residents are also required to read, understand and abide by the Residence Rules and Regulations. You are advised to download a copy of this Rules and Regulations for your perusal (<http://residence.sunway.edu.my>)

1.2 AUTHORITY

The Residence Management Team reserves the right to revise the Residence Rules and Regulations from time to time.

The Residence Rules & Regulations are intended to be clear to all readers. If you have a question, please consult a member of the Residence Management Team to clarify.

1.3 RESIDENT'S RIGHTS, RESPONSIBILITIES AND PRIVILEGES

As a Resident, you are entitled to enjoy your privileges without compromising and/or disrespecting the Residence Rules and Regulations.

RESIDENT'S RIGHTS

As a Resident you are entitled to:

- access your assigned unit/room,
- occupy your assigned unit/room in reasonable comfort and use its furniture,
- live in a clean environment, requiring a joint and equitable effort from you and your unit mate/roommates,
- have your maintenance requests acknowledged and resolved by the Residence Management Team within a reasonable timeframe,
- have your complaints addressed by the Residence Management Team,
- have your concerns and suggestions considered by the Residence Management Team,
- have all reported offences investigated in a reasonable amount of time and efficient manner,
- expect confidentiality from the Residence Management Team with regards to all personal and student conduct-related information in accordance with the Personal Data Protection Act (PDPA); this does not extend to emergency situations that may endanger/jeopardize the safety of our Residents, where the Emergency Contact(s) will be informed (Please refer to TT 2.2.7).

RESIDENT'S RESPONSIBILITIES

As a Resident, you have the responsibility to:

- read, understand and abide by the Residence Rules and Regulations,
- pay rent on time,
- provide one (1) month's written termination notice to avoid any penalty,
- conduct yourself in a way that ensures the Residence facilities and grounds are kept in a good condition, including keeping your assigned room and Unit Common Areas in a clean and hygienic state,
- recognize and accept the authority of all members of the Residence Management Team and be respectful, responsive and cooperative in all dealings with them,
- treat Residents and the Residence Management Team with respect, civility, courtesy and consideration
- report violations of Residence Rules and Regulations and take all reasonable measures to ensure the security and safety of the Residence Community,
- respect the rights, privileges and privacy of your unit mate/roommates and work with them cooperatively to keep your unit in a clean and tidy condition,
- respect the rights, privileges and property of all other Residents and Non-Residents,
- take full responsibility for the conduct of your Visitors/Guests, accompanying them at all times within the Residence and ensuring that your Visitors/Guests are aware of and abide by the Residence Rules and Regulations,
- secure your personal property,
- be solely liable for any loss or damage to your room and its furniture, public facilities and equipment of the Residence, including Common Areas and be liable for any damages caused by your Visitors/Guests,
- lock all doors at all times for the protection of your property as well as for security reasons for your unit/roommates.
- carry your Residence ID and show it when requested by the Residence Management Team,
- check your email on a regular basis for any official notices from the Residence Management Team,
- update the Residence Management Team on any changes to your personal data, especially your contact details,

- allow the Residence Management Team to enter the unit/room in case of emergencies,
- allow the Residence Management Team to have access to your unit/room with sufficient prior notice, i.e. for maintenance purposes, etc.,
- report damage/loss (partial or full) of Residence property immediately to the Residence Management Team,
- give full cooperation in an investigation for an incident by providing a report and statement,
- seek help and resources to protect your personal health, safety and wellbeing, including but not limited addressing issue(s) of self-harm which may occur by any of your act, omission and/or negligence of health and hygiene;
- ensure that your parents and your unit mate/roommates know your whereabouts.
- ensure that you are contactable in case of emergencies,
- report to the Residence Management Team immediately if your unit mate/roommates is missing for more than 48 hours. This is to enable the Residence Management Team to take immediate action should any untoward incident (if any) had taken place.

RESIDENT'S PRIVILEGES

Privileges enhance the lifestyle in the Residences because they add to the pleasure of the academic and social experience. Privileges are granted to all Residents upon arrival, based on the principle that Residents are expected to conduct themselves in accordance with the Residence Rules and Regulations. There is an important difference between Rights and Privileges. You can expect your Rights to be respected at all times, and you can maintain Privileges with behaviour in accordance with our Residence Rules and Regulations. Privileges can be taken away though, if your conduct does not comply with our Residence Rules and Regulations.

It is a privilege for you to:

- use the Common Areas and Facilities,
- use and enjoy the resources and services provided in the Residences,
- invite and host non-Residents in the Residence Common Areas,
- invite and host other fellow Residents of the same gender who live within your Residence in your Unit Common Area,
- be a Visitor/Guest in areas outside your assigned unit/room/building,
- participate in events and activities organized by the Residences.

PART 2. TENANCY TERMS

The Tenancy Terms outlines the obligations of the Resident and the Residences to one another. The terms and conditions of the Tenancy Terms have been designed to govern the process of pre-arrival, tenancy and post-check-out of all Residents.

2.1 STAGE 1 - BEFORE YOU CHECK-IN

TT 2.1.1 The Application Process

Terms and Conditions

- If you wish to apply for a room, you are required to submit the following:
 - (i) A completed Residence Application Form
 - (ii) Proof of Payment for the Residence Application Fee of RM500 (Non-Refundable)
 - (iii) 1 photocopy of NRIC (*for Malaysians*)/the bio-data page of a current passport (*for International students*)
 - (iv) 1 passport-sized photo

To ensure prompt and correct processing of your application, kindly provide all the above items when applying for a room.

- We strongly suggest that you apply after you have received the Offer Letter from an Institution under the Sunway Education Group including Sunway College, Sunway University, Monash University Malaysia or Le Cordon Bleu.
- If you are entitled to a scholarship that covers your accommodation fees, kindly provide us a copy of said Scholarship Letter for verification purposes.
- You may obtain our Residence Application Form at the following link: (<http://residence.sunway.edu.my/>).
- The Residence Management Team reserves the right to hold processing application which is:
 - (i) incomplete and/or incorrect
 - (ii) the Residence Application Fee is unpaid or insufficiently paid
 - (iii) late, i.e. the application is made less than 30 days prior to the check-in date.
- If you have a preferred room type, we strongly encourage you to apply as early as possible for a better chance to secure it. For applications made less than 30 days prior to the check-in date, kindly contact the Residence Management Team to confirm room availability.
- The Residence Application Fee of RM500 comprises of a Processing Fee of RM300 and partial upfront Rental of RM200. The Residence Application Fee is non-refundable for any cancellation and non-transferable for any deferment of application. Please be advised that full payment will be required to secure the room.
- Changes to the check-in date and deferment of an application are each allowed once per Applicant, provided prior notice is given in writing via email to enquiry_residence@sunway.edu.my. Applicants are then required to provide a new proposed check-in date to the Residence Management Team.

- All applications are processed on a first-come, first-served basis. In the event that the Applicant's preferred room type is unavailable, you will be offered the next best alternative.

Room Confirmation

Upon successful application, a Confirmation Letter will be sent via email to the Applicant's email address as provided on the Residence Application Form, approximately one (1) month's prior to the proposed check-in date. This timeframe does not apply to applications made less than a month prior to the check-in date. A set of the Residence Rules & Regulations as well as the amount to pay prior to check in will be included in the Confirmation Letter.

Room Assignment/Allocation

- When applying for a room, you may indicate your special request(s) by filling out the Special Request column on the Residence Application Form. The Residence Management Team will try to accommodate special requests wherever possible, subject to the availability of rooms. However, the fulfilment of such requests are not guaranteed. If fulfilled, RM100 or more (depending on the request) per request per person will be charged.
- While the number of Residents in a unit/room is dependent on the Residence assigned, it is the policy of the Residences that all Residents in a unit will be of the same gender.
- Rooms allocated to an Applicant are non-transferable in case of cancellation or deferment of applications.
- Pursuant to the PDPA, the Residence Management Team will not disclose any roommate/housemates' details.
- The assigned unit/room number will only be disclosed to the Applicant upon check-in at the Residences.

TT 2.1.2 Residence Fees

Payment of Fees

- The Resident may refer to the Fee Payment Channels attached with the Confirmation Letter for the methods of payment.
- All amounts payable by the Resident must be paid via online credit card, online transfers, cash, cheque, or Telegraphic Transfer as designated by the Finance Department. Payments via online credit card and online transfers are strongly recommended to ensure speedy processing of payment. An e-receipt will be sent by the Finance Department for payments made online after the payment has been credited from the bank account.

Residence Deposit and Rental (First Payment)

You are required to complete your full payment of the Residence Deposit and Rental as listed on the Residence Application Form/Confirmation Letter **latest** upon your check-in before being permitted to occupy a room. You are advised to complete your payments at least one (1) week prior to your arrival. The Residence Deposit and Rental varies between Residences.

Residence Deposit and Rental (Subsequent Payment)

- You are required to pay your Rental in advance on a quarterly basis and continue paying a minimum equivalent of three (3) months Rental. The quarters are as shown in **Table 1** below.

All Rentals are adjusted to match the quarters from the second quarter stay.

Table 1:

Quarter	Month(s)	Payment Due Date
1 st Quarter	January, February & March	1 st of January
2 nd Quarter	April, May & June	1 st of April
3 rd Quarter	July, August & September	1 st of July
4 th Quarter	October, November & December	1 st of October

- Failure to maintain on time payments will result in a Financial Hold status on the Resident’s account, whereby access to facilities will be withheld. Financial Holds will be lifted approximately 1 Working Day after successful verification of payments (You may refer to the Residence Management Team on the payment details).
- The Residence Management Team reserves the right to revise the current Rental rates from time to time by giving three months’ advance notice. Such Rental revision is solely at the discretion of the Residence Management Team, who are not obligated to attach any reasons for such revision.

Excess of Utilities

The Rental is inclusive of water and electricity utilities, but there is a cap to the subsidy provided by the Residences which varies from one Residence to another (subject to change). Information regarding the specific cap amount (**as detailed in Table 2**) can also be obtained from the respective Residence Management Office. Any amount exceeding the cap will be borne equally by the Residents of the unit or according to the allocation set by the Residence Management Team.

Table 2:

Residences	Capped Utilities per month
Sun-U Apartment (SUA) (non air- conditioned units only)	RM250
Sun-U Residence (SUR) (both non air-conditioned and air-conditioned units)	Non air-conditioned unit – RM250 Air-conditioned unit – RM550 Penthouse (air-conditioned unit) - RM1,000
Sunway Monash Residence (SMR) (air-conditioned units only)	Air-conditioned – first 180 hours per month is free. Any excess will be charged accordingly (RM 0.38 per hour)

Special Request Fee

The Residence Management Team will view all special requests and do their utmost best to accommodate each request. This is however, subject to room availability and moreover, each successful request will be charged a service fee of RM100 or more (depending on the request) per request.

Transfer Fees

You may apply for a room or Residence transfer request by submitting the Room Transfer Form or Residence Transfer Form, which can be obtained at the Residence Management Office. However, it is subject to room availability.

A transfer fee will be incurred only upon successful transfers as shown in **Table 3**.

Table 3:

Type of Transfer Fee	Amount
Residence Transfer Fee	RM200
Room Transfer Fee (within same Residence)	RM100

2.2 STAGE 2 - DURING YOUR STAY HERE

TT 2.2.1 Check-In Process

- Kindly refer to **Table 4** for the check-in hours as well as locations.

Table 4:

Check-In Time	Location
<u>During office hours</u> Mon - Fri (8.30am - 5.30pm) Sat (10.00am - 4.00pm)	Residence Management Office
After office hours, Sunday and public holidays	Security Control Room

We strongly advise Residents to check-in at the Residences during office hours as the Finance Department will not be available on weekends, public holidays and outside office hours. There is no obligation on the Residence Management Team to entertain those who arrive outside of the office hours.

- In accordance to TT 2.1.2, Residents are required to complete any balance payment(s) latest by their check-in day. We strongly advise completing the rental payments one (1) week prior to your arrival to facilitate your check-in. For your information, payments can only be made on weekdays during office hours. In the event that full payment has not been settled upon arrival, the Resident will not be allowed to check-in.
- Residents who do not complete their balance payments upon their check-in or if they arrive prior to their provided check-in date may be offered short term accommodation in the Guest Rooms (subject to availability) for RM75 per night until the completion and verification of payment.
- Residents must adhere to the check-in date provided on the Residence Application Form. Any request to change the check-in date must be made in writing via e-mail to enquiry_residence@sunway.edu.my at least fourteen (14) days prior to the proposed check-in date.
- Failure to check-in on/after the Confirmed Check-in Date will result in an elapsed application. The Residence Management Team will attempt to contact The Resident whose check-in date has elapsed to prompt for a confirmation of arrival within reasonable

timeframe. If the Applicant confirms on the cancellation of application, or does not respond within the stipulated period, the non-refundable Residence Application Fee will be forfeited.

- With reference to the check-in date, the following Rental rates shall apply:
 - (i) Check-in between 1st to 14th of the month - full month Rental
 - (ii) Check-in between 15th to 31st of the month - half month Rental
- Upon check-in, Residents will be required to sign several forms and be briefed on the Residence Rules & Regulations. A visual inspection of the room will then be conducted, where any damages/defects spotted will be recorded in the Check-in Checklist. Residents can report any damages or defects found in the room, its furnishings, fixtures and equipment to the Residence Management Team within 24 hours of taking possession of the assigned room.

At all times during the stay, the Resident must maintain the room and its furnishings, fixtures and equipment with the same standard and condition as when the Resident took possession of the room with reasonable wear and tear.

- The Resident will be given a set of keys/card (cards are only applicable to Sunway Monash Residence) upon your check-in:
 - i) Sun-U Apartment - one (1) key for the room door and one (1) key for the entrance door.
 - ii) Sun-U Residence - one (1) key for the room door and one (1) key for the entrance door.
 - iii) Sunway Monash Residence - one (1) card for all access.
- The Residence Card/Key(s) is valid only for the duration of stay at the Residence and must be surrendered to the Residence Management Team before the Resident leaves the Residence upon the termination of the tenancy. Cards and Keys are strictly **prohibited** to be lent/borrowed to another person (refer to CLS 12).

TT 2.2.2 Relocation

- Residents are subject to relocation to another Residence/unit/room at the sole discretion of the Residence Management Team. Reasons for relocations may fall within one or more of the following:
 - a) Renovations;
 - b) To facilitate heavy repair works;
 - c) Infestations/Endemics/Contagions; and/or
 - d) Any other situations that may endanger the safety or health of the Residents.
- The Residence Management Team shall provide reasonable advance notice for any relocation to Residents except in the case of emergencies.
- Residents are required to comply with the terms of any relocation notice and relocate the Resident's property to the room designated as per the relocation notice. If the Resident does not remove and relocate their property within seven (7) days from the date of the notice, the Residence Management Team shall have the right to remove and relocate the Resident's

property (with or without the presence and consent of the Resident at the time), without further notice and without liability to the Residence Management Team for any damage to or loss of the Resident's property.

- Residents affected by the relocations will be relocated to a room of similar type/Rental rate. In the event the Resident is relocated to a room of lower Rental rate, the charges of rent shall be adjusted accordingly. In the event the relocation is carried out between different Residences, the Residence Management Team shall bear the relocation cost.

TT 2.2.3 Room Entry

All Residents are entitled to a reasonable right to privacy within their respective rooms. The Residence Management Team reserves the right to enter any unit/room (with or without the Resident's presence and/or consent) by providing reasonable prior notice for the following:

- a) To provide repair and maintenance services detailed in **TT 2.2.4**;
- b) To provide housekeeping services as detailed in **TT 2.2.4**; and/or
- c) To provide planned maintenance and conduct routine inspections.

In the event of emergencies or Force Majeure, the Residence Management Team shall have the right to enter the room/unit without any prior notice. The following are examples of such situations:

- a) To ensure the safety and security of the Resident and/or when there is reasonable cause to believe an emergency situation has arisen;
- b) When there is a reasonable cause to believe that the terms of this Residence Rules and Regulations and/or the Residence Community Living Standards detailed in and/or the law is being violated;
- c) In any other events not covered under this Residence Rules and Regulations but require entrance.

TT 2.2.4 Residence Facilities, Maintenance & Services

- **Maintenance** - The Residence Management Team will inspect, maintain, repair and replace elements of the Residences in order to keep the Residences in good condition and state of repair, complying with health, safety and fire standards required by the law. This includes but not limited to inspecting and testing fire safety equipment, major appliances, electrical, bathroom fixtures and plumbing.
- **Housekeeping Service** – Cleaning of the unit's common areas will be carried out by our cleaning crew twice a week. Kindly be informed that the cleaners will not be entering your rooms.
- **Laundry** - Fully self-service laundry is available 24 hours across all Residences.
- **For Residence Keys/Card on Loan** – In the event the Resident has locked himself/herself out of the room, the Resident Management Team can assist to provide card/key loan services. A Service Fee of RM10.00 will be charged to Residents who would like to borrow a spare card/key from the Residence Management Office. Please refer to **TT 2.2.6**.

- **Provided Appliances** - The following appliances are provided in the respective Residences:

Type of Appliances	Sun-U Apartment	Sun-U Residence	Sunway Monash Residence
Microwave Oven	√	√	√
Mini-bar			√
TV		√ (Unit Common Area)	√ (For Single & Single Ensuite Rooms only)
Water Dispenser	√	√	√

- **24/7 Medical Assistance** - In case the Resident has fallen sick or is injured, the Resident can contact the Residence Management Team for assistance. If it is an emergency, the Residence Management Team will provide transport or call an ambulance on the Resident’s behalf to send the Resident to the closest medical center for treatment. The Resident is required to prepare cash, all forms of identification, insurance (*if any*) and/or any other relevant documentation for any medical treatment.
- **Emergencies** - In the event of an emergency during office hours, do drop by the Residence Management Office for assistance.

In case of an emergency after office hours, please contact:

- (i) Staff-On-Duty at the respective Residence or
- (ii) Resident Mentor (SMR only) and
- (iii) the Security Guards at the Guard House/Security Control Room.

TT 2.2.5 Additional Residence Services

- **Guest Rooms** - Sunway Monash Residence Guest Rooms are available at RM75 per night to Residents for visiting friends and family. The Application Form is available at the Residence Management Office and at the Residence Website (<http://residence.sunway.edu.my/>). All applications are to be submitted at least fourteen (14) days in advance at the Residence Management Office or via email to enquiry_residence@sunway.edu.my.
- **Parking** - Residents have the option of applying for car park bays at their respective Residences, **subject to availability (terms and conditions apply)**. Parking fees are to be paid on a quarterly basis and Residents are advised to check with their respective Residence on the monthly parking fees.

Residents must park their vehicles in their designated spaces, as allotted by the Residence Management Team. The Resident shall affix to each vehicle’s windshield, an official car sticker issued by the Residence Management Team for identification purposes. Vehicles found not displaying the car sticker or at a non-designated space will be **clamped** and RM50 will be charged to unclamp the vehicle. A Parking Card will also be issued with the Parking Sticker, both of which must be returned at the end of your tenancy.

Vehicles parked in unauthorized areas without prior consent may be charged with trespassing and may be removed at the Resident’s expense without notice and without any liability to the Residence Management Team for damages of any kind. Bicycles must be stored or kept only in locations designated by the Residence Management Team.

The Residence Management Team cannot be held responsible for damage or loss to any vehicles or any contents within the vehicles.

TT 2.2.6 Service/Penalty Charges List

- Any damage/loss (partial or full) of Residence’s property must be reported immediately to the Residence Management Team. The cost of making good/replacement of any item vandalised/damaged will be charged according to the Resident’s responsibility.
- Service/Penalty Charges List:

No	Penalty	Fine (RM)
1	Key(s)/Card on Loan (first offence is waived)	10.00
2	Lost Key + Lockset Replacement (SUA & SUR)	170.00
3	Lost Card + Card Replacement (SMR)	50.00
5	Vandalism/Damage of One Card System Panel (SMR)	500.00
6	Vandalism of Electronic Door Lock (SMR)	300.00
7	Loss or Damage of Residences Facilities (Please refer to the Residence Management Office)	As per replacement cost
8	Room Painting (Wall)	200.00
9	Misuse of fire extinguisher, fire alarm, and/or emergency systems	Forfeiture of Rental Deposits
10	Other offences not listed in the above	On a case-by-case basis

**Revision of the list above is at the sole discretion of the Residence Management Team.*

**The lists above are not exhaustive; the Residence Management Team reserves the right to amend the lists above as and when it deems necessary without having to state any reason(s) whatsoever.*

TT 2.2.7 Official Line of Communication

- E-mail is deemed as the official line of communication between Residents and the Resident Management Team. As such, all e-mail correspondence between Residents and the Residence Management Team must be through a valid, active email as provided in the Residence Application Form.
- Residents are expected to check their e-mail on a regular basis for any official notices from the Residence Management Team.
- Residents are required to immediately update the Residence Management Team upon any change(s) to their personal and/or parents’/guardians’ details. The Residence Management Team will not be held responsible for any miscommunication due to any failure by the Resident to update any changes of their personal and/or parents’/guardians’ details including but not limited to the email address.
- Official notices can be served electronically (via e-mail) and are deemed final.

TT 2.2.8 Primary and Secondary Contacts

Every Resident is required to identify two people as their Primary and Secondary contacts. It is strongly recommended that these people are parents or legal guardians of the Resident, as they serve as emergency contacts. In most circumstances, Residents will be treated without reference to their parents, guardians, or the Primary and/or Secondary Contacts. However, the Residence Management Team may contact the Primary and/or Secondary Contacts at any time and for any purpose, including but not limited to:

- (i) Any illness, accident or injury to the Resident,
- (ii) Concern of their wellbeing,
- (iii) Late payment of fees, and
- (iv) Significant violations of the Residence Rules and Regulations.

TT 2.2.9 Force Majeure

Notwithstanding of the provision in this Rules & Regulations, if the Residence Management Team is bona fide delayed, hindered in and/or prevented from the performance of any term, covenant or act required under the Residence Rules & Regulations (including without limitation to the delivery of occupancy of the room) by reason of strikes, labour troubles; inability to procure materials or services; power failure; restrictive governmental laws or regulations; riots; insurrection; sabotage; rebellion; war; act of God; or any other reasons which is not the fault of the party delayed in performing work or doing acts required under the terms here, then the performance of that term, covenant or act is excused for the period of the delay and the party delayed will be entitled to perform that term, covenant or act within the appropriate time period after the expiration of the period of the delay.

2.3 STAGE 3 - WHEN YOU LEAVE US

TT 2.3.1 Termination

- Residents who wish to cancel their stay with the Residence, after a minimum stay of three (3) calendar months may do so by submitting a completed Residence Termination Request Form. The form must be submitted **at least one (1) month** prior to their check-out date. Failure to give one (1) month's advance notice will result in a penalty equivalent to one (1) month's Rental being forfeited from the Resident's Rental Deposit.
- Based on the check-out dates, the following Rental shall apply:
 - (i) Check-out between 1st to 15th of the month - half month Rental
 - (ii) Check-out between 16th to 31st of the month - full month Rental
- If the Resident withdraws their application or enrolment at the University, they will be required to cancel or terminate their stay with the Residence as per the Residence Rules & Regulations. Refund will be issued by the Finance Department as detailed in **TT 2.3.3**.
- Upon the termination of the tenancy, the Resident shall vacate the room latest by the proposed check-out date, and deliver to the Residence Management Team vacant possession of the room together with all of the furnishings, fixtures and appliances of the Residences, and furnishings and fixtures shall be in good condition, with reasonable wear and tear accepted.

- You are required to follow the Check-Out Process explained in **TT 2.3.2** of the Residence Rules & Regulations and all additional directions as communicated by the Residence Management Team to you during your check-out.

TT 2.3.2 Check-Out Process

- Items to return upon check-out:

Sun-U Apartment	Sun-U Residence	Sunway Monash Residence
<ul style="list-style-type: none"> Room Keys 	<ul style="list-style-type: none"> Room Keys Temporary Card (If applicable) Parking Card & Parking Sticker (If applicable) 	<ul style="list-style-type: none"> SMR Access Card TV Remote (Single & Single Ensuite rooms only) Parking Card & Parking Sticker (If applicable)

- Check-Out Time** - Residents are encouraged to check-out during office hours. However, check-outs on weekends, public holidays and after office hours can still be carried out at the Security Control Room with prior notice.
- Check-Out Day** – Please note that no temporary storage will be provided at the Residences. As such, Residents are required to remove all belongings and vacate the accommodation latest by 11.59pm, on the specified check-out date. The Residence Management Team reserves the right to remove all belongings if this is not complied with and shall not be responsible for any loss or damage caused.
- Removal of items** - A visual inspection of the room will take place once the Resident has check-out from the room. Upon check-out, all belongings of the Resident must be removed, and the room must be cleaned and restored to its original condition with acceptable wear and tear. In the event that defects are found, the restoration cost including but not limited to the repairing and/or cleaning fee will be deducted from the Resident’s deposit. An email will be sent to the Resident to notify on the charges incurred. In the event the restoration cost exceeds the Resident’s deposit, the Resident shall indemnify the Residence by way of reimbursement seven (7) days from the date of the notice. Any items left behind by the Resident will be immediately discarded; the Residence Management Team shall not be liable to the Resident for any loss of property thereafter.
- Change of Check-Out date** – Residents who intend to cancel or defer their check-out date, are required to submit a formal written notice at least fourteen (14) days before the proposed check-out date. This is however, subject to the Residence Management Team’s approval. If successful, a fee of RM200 will be incurred. Residents are to continue payment of their Rental until their official check-out date.

TT 2.3.3 Refunds

- Upon termination of the tenancy, as detailed in **TT 2.3.1**, the Resident will be entitled to a refund of the Rental Deposit within five (5) weeks of the Resident vacating the Residences provided:
 - All other monies due to Sunway Education Group (SEG) have been settled.

(ii) Residence Keys and/or Card (card only applicable to SMR), parking card and parking sticker (whichever applicable) are returned to the Residence Management Office on the provided check-out date.

- Residents who check out from any of the Residences without clearing their outstanding payments, will have whatever is outstanding deducted from the Rental Deposit. This outstanding amount may include any penalty fees such as lost keys/cards, excess utilities, missing/damaged furniture/fittings/equipment, and/or outstanding Rentals.
- Residents would need to complete Section 2 of the Residence Termination Request Form for any refund request. The mode of collection of refund will be in the form of a cheque, online transfers or Telegraphic Transfer made payable to the Resident's name on request unless otherwise expressly specified.
- Refund of Rental Deposits prior to check-out and the visual inspection is strictly prohibited.

2.4 UNFORESEEN TERMINATION AND CANCELLATION

TT 2.4.1 Termination by The Residence Management Team

- A Resident's tenancy may be terminated by the Residence Management Team if:
 - (a) The Resident fails to check-in to their assigned room on the proposed check-in date without any prior notice and valid reason;
 - (b) The Resident fails to pay any sums due to Sunway Education Group (SEG) on the first day of the due date;
 - (c) The Resident abandons their room as detailed in **TT 2.4.3** of the Residence Rules & Regulations;
 - (d) The Resident is no longer a bona fide student of the University;
 - (e) The Resident decides not to accept the room they were assigned, or any alternate rooms offered to them during the course of their application; or
 - (f) The Resident violates any of the terms of the Residence Rules & Regulations, including violations of the Residence Community Living Standards. Please refer to Section 3.4.
- If necessary, the Residence Management Team may notify the Primary or Secondary Contact by phone or e-mail of the termination of the Resident's tenancy. If the Resident is unavailable to receive service of the eviction notice in person, then delivery of the notice to the Resident's room and email shall be deemed as a sufficient notification. The Resident will be served a 24-hour notice period to vacate the room.

TT 2.4.2 Termination or Cancellation by The Resident

- **Cancellation prior to check-in** - If the applicant wishes to cancel their application prior to their check-in, the applicant must notify the Residence Management Team in writing via email. However, do note that the non-refundable Residence Application Fee of RM500.00 will be forfeited and is non-transferable to another party. Any other excess payment will be refunded to the applicant.
- **Termination after check-in** – Refer to **TT 2.3.1**

TT 2.4.3 Abandonment

- Failure to check-out on/after the Confirmed Check-Out Date will result in an elapsed check-out. The Residence Management Team will attempt to contact Residents whose check-out date has elapsed to seek confirmation on the extension of stay. If the Resident confirms on the cancellation of termination, or does not respond within the stipulated period, the Rental charges will be calculated accordingly.

- If a Resident vacates the room without informing the Residence Management Team, the room will be deemed abandoned. The Resident Management Team shall attempt to contact the Resident before repossessing the room.
In the event that the Residence Management Team is not able to contact the Resident, or the Primary or Secondary Contacts, the Residence Management Team may:
 - (i) Repossess the room without liability to the Residence Management Team, and
 - (ii) Arrange for the occupancy of the room with another applicant.
 - (iii) Forfeit the Rental Deposit and any pre-payments of Rental.

TT 2.4.4 Failure to Vacate

If the Resident does not vacate the Residences on the specified check-out date or in the event of early termination of their tenancy:

- (i) The Resident is liable for any financial loss sustained or incurred by the Residences, and
- (ii) The Residence Management Team may remove the property of the Resident from the room (with or without the presence of the Resident) without notice to the Resident and without liability to the Residence Management Team for any damage to or loss of the Resident's property.

PART 3. COMMUNITY LIVING STANDARDS

3.1 THE OBJECTIVES

The Residence Management Team aims to promote a safe, peaceful and conducive environment that supports the community of Residents in their academic success as well as their personal and social development. We aim to develop a community of individuals that are responsible and respectful towards one another.

The objectives of our Community Living Standards are as follows:

- To create a safe, secure and harmonious living environment.
- To create a responsible, supportive and respectful community.
- To promote a sense of mutual respect and understanding, cultural diversity and inclusiveness.
- To create a conducive learning environment for personal growth and development.
- To educate Residents about the effect that their choices, actions and behaviours may have on themselves and others around them, and thus providing Residents with an opportunity to learn from their behaviours.

The Community Living Standards outlines the behaviours expected as well as the behaviours prohibited within the Residence Community.

3.2 SCOPE & APPLICATION

The Community Living Standards apply to all Residents and their Visitors/Guests. These standards are applicable across all Residences, including all Residence buildings and the grounds of the Residences.

3.3 POLICY & OFFENCES

An offence is any unacceptable conduct, action or omission that violates the Residence Rules and Regulations. Offences are described and classified based on three levels of increasing severity (Level 1 to Level 3).

CLS 1. Disruptive Behaviour	
Residents are expected to behave in a manner which is acceptable and conforms to Malaysian customs, local laws and regulations, consistent with the good reputation of their respective Universities, refraining from any behaviour which could endanger human life or health, or cause damage to property, disturb order and peace within the Residences, or curtail the rights and liberties of the other Residents while within the Residences.	
Level 1	a) Throwing, dropping, kicking or knocking objects from/at Residence buildings, windows, or stairwells, whether intentional or unintentional.
Level 2	b) Creating or permitting behaviour within the Residences which may be a nuisance or annoyance to other Residents, the Residence Management Team and the surrounding community.
Level 3	c) Any behaviour deemed to be a physical assault which causes injury to oneself or others. d) Any behaviour or activities that contravene the laws of the land.

CLS 2. Violence and Aggression	
Violent or aggressive behaviour of any kind is not permitted in the Residences. This includes behaviour such as physical force that may potentially cause hurt or damage to someone/something, and/or behaviour that threatens another member of the Residence Community. Violence and aggression includes, but is not limited to physical or verbal acts.	
Level 3	<ul style="list-style-type: none"> a) Any communication or behaviour that is perceived as offensive, abusive, unwanted, aggressive or threatening. b) Any behaviour that causes or has the potential/intent to cause physical or emotional harm. c) Any behaviour deemed to be a physical assault.

CLS 3. Prohibited Items	
The Residence Management Team will take all necessary action including reporting and/or surrendering to the relevant authorities where Residents have been found in possession of any items including but not limited to any prohibited drugs under the Dangerous Drugs Act 1952, weapons or any items considered dangerous and/or illegal.	
Level 3	<ul style="list-style-type: none"> a) Possessing, using, making, selling or being under the influence of an illegal or un-prescribed substance in Residence. b) Possession or use of medication for purposes other than those for which they were prescribed.

CLS 4. Alcohol	
Consumption of alcoholic products is strictly prohibited within the Residences.	
Level 1	a) Possession of the alcoholic product either (with or without any) content within the Residences.
Level 2	b) Displaying the physical effects of intoxication on the Residence Community, for example vomiting, passing out, aggression or significantly disruptive behaviour, or needing medical assistance due to alcohol consumption.

CLS 5. Damages and Vandalism	
<p>Vandalism involving functional/cosmetic damage to property belonging to the Residences is strictly prohibited. Any damage/loss (partial or full) of Residence property must be reported immediately to the Residence Management Team. Residents are responsible for reporting information about damages and vandalism, and those allegedly responsible for causing the damage. A Resident may be held financially responsible for damage to any part of the Unit Common Areas if the Resident, or guest of the Resident is found to be directly or indirectly involved in said damage. All charges for damages to the Unit Common Areas that cannot be traced to those directly responsible will be split equally among the Residents of the same unit.</p> <p>The Resident and any other person sharing a room with the Resident are equally liable for any damages to and/or deficiency in the room and its furnishing, fixtures and equipment, other than damages and deficiencies noted in the Check-in Checklist which are yet to be repaired by the Residence Management Team.</p>	
Level 2	a) Marking any surface through action or neglect, that is not deemed normal wear and tear.
Level 3	b) Wilful damage, vandalism and graffiti or neglect that leads to serious damage to the Residence property.

CLS 6. Harassment	
<p>Every individual has the right to a safe and respectful environment that is free from attacks on their dignity/integrity. Harassment is an unwanted conduct on the grounds of race, gender, sexual orientation, religion etc. which has the purpose or effect of either violating the claimant’s dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for them.</p>	
Level 2	<p>a) Any conduct that could be deemed as bullying, including cyber bullying or bullying on social media be it via a group or an individual.</p>
Level 3	<p>b) Any statement, action or display that could be deemed as inappropriate or derogatory towards an individual or a group. c) Activities that involve the use of materials, including songs or chants, of a discriminatory or offensive nature, or which denigrate an individual or a group are prohibited and may expose those involved to legal action. This includes, but is not limited to any activities involving full or partial nudity, which may be both a criminal offence and a breach of harassment laws.</p>

CLS 7. Smoking	
<p>Smoking (of cigarettes, cigars, pipes and all other substitutes e.g. shisha, e-cigarettes, etc.) or the possession and the display of any related paraphernalia is not allowed in the Residences except in areas specifically designated.</p>	
Level 1	<p>a) Evidence of smoking found in the Unit/room/building (cigarette butt(s), cigarette pack(s), etc.)</p>
Level 2	<p>b) Caught smoking and/or using/in possession of related paraphernalia. Any smoking-related paraphernalia will be confiscated.</p>

CLS 8. Upkeep of the Residences	
<p>Residents are responsible for keeping their rooms and the Unit Common Areas in the Residences, such as the living area, pantry/kitchen and bathrooms clean and tidy at all times. Residents must cover their mattress with bed-sheets at all times. A replacement fee can be imposed for failure to comply or if the mattress is soiled/damaged.</p> <p>Residents are expected to pay for the costs involved in cleaning, repairing or re-painting of their room if they are not maintained in the condition they were in at check-in, with acceptable wear and tear allowed. No nails, screws, posters and pictures are allowed on the walls, furniture and doors.</p> <p>Residents are strictly not allowed to store their personal belongings in the balcony and/or Unit Common Area. Chairs or other furniture, and decorative items are strictly prohibited at the balcony. All items stored or found in the Unit Common Areas can and may be confiscated.</p> <p>Residents must approach the Resident Management Team (RMT) to declare ownership of the item(s) within the 1st month the item(s) is confiscated. In the event where the item(s) is not declared, the Residence Management Team will proceed to send a 2nd/last reminder. The Residence Management Team will proceed to send a 2nd/last reminder. The Residence Management Team shall then reserve the right to dispose the said item(s) should there be no declaration of ownership 1 month after the 2nd/last reminder is sent.</p>	

Clothes and garments must be put out to dry in the designated areas. Refer to the table below.

Type of Residence	Designated Areas
Sun-U Apartment	Balcony
Sun-U Residence	Yard
Sunway Monash Residence	Yard

The Resident Management Team reserves the right to make spot checks on the Residence units and the bedrooms without having to give prior notice to the Residents. Residents whose standard of housekeeping is not acceptable will be asked to rectify the situation. Should there be no improvement, the bedroom or unit concerned will be cleaned by the cleaning staff and the charges incurred will be billed to the Resident.

Level 1	<ul style="list-style-type: none"> a) Littering and spitting in public areas of the Residences. b) Failure to keep common areas in a clean and sanitary condition after use. c) Improper disposal of refuse.
Level 2	d) Any of the above action that constitutes a repetitive action that leads to annoyance/inconvenience to others.

CLS 9. Noise

Noise levels at any time should not detract from any Resident’s ability to pursue academic endeavours or to enjoy a peaceful living environment. An individual’s right to reasonable quiet supersedes another’s right to make noise. Residents are not permitted to make excessive noise (noise that can be heard outside the confines of a Resident’s own room or unit which disturbs other Residents is deemed to be excessive) at all times. Noise levels should be reasonably reduced from 10pm-7am daily.

Level 1	a) Excessive noise within the Residences.
Level 2	b) Repetitive excessive noise that interferes with the academic work of Residents and/or significantly disturbs the Residence Community.

CLS 10. Shared Units/Twin-Share or Quad-Share Rooms

All Residents are requested to respect the rights of other Residents. Residents in a shared unit are expected to respect the rights, privileges and privacy of his/her unit mates/roommates and work with them cooperatively to keep the unit in a clean and tidy condition. Residents in a shared room should only utilise furniture and amenities solely assigned for his/her own use, and is liable to share the cost of the utility bills. It is encouraged that ground rules and weekly sync-up meetings are established to manage and prevent conflicts.

Level 1	<ul style="list-style-type: none"> a) Utilise furniture and amenities assigned to others without his/her permission b) Create noise that interferes with other Resident’s work, study or sleep.
Level 2	<ul style="list-style-type: none"> c) Creating or permitting behaviour in the Residences which is a nuisance or annoyance to other Residents, the Residence Management Team and the surrounding community. d) Repetitive excessive noise that interferes with the academic work of Residents and/or significantly disturbs the Residence Community.

CLS 11. Facilities and Furniture

All air-conditioners, fans, lights and electrical appliances must be switched off when the Resident is not in the room/unit/respective common areas. All furniture, appliances and other fixtures are not allowed to be moved/re-allocated without the consent from the Residence Management Team. The Residence Management Team shall under no circumstances be liable for any loss, injury or expense incurred by the Residents resulting from the usage of any of the facilities

provided.

Residents are required to register at the Residence Management Office in order to obtain permission to utilize some of the facilities of the Residences. Kindly refer to the table below:

Sun-U Apartment	Sun-U Residence	Sunway Monash Residence
<ul style="list-style-type: none"> • BBQ Pit 	<ul style="list-style-type: none"> • BBQ Pit • Squash Court* • Badminton Court* • Swimming Pool** 	<ul style="list-style-type: none"> • BBQ Pit • Games Room • Movie Room • Pool Table • Foosball Table

* Register with Security

**Register name on 'Lifeguard Record Book', next to the Swimming Pool

- Residents are not allowed to use facilities other than those provided for at the Residence that he/she resides in.
- Residents using all facilities must strictly abide to the rules set by the Residence Management Team governing the use of such facilities. The Residence Management Team will not be liable for any injuries or loss resulting from any transgression of these rules.

The Resident will be liable for any damage to property of others and for any injury to or death of any person caused by removal of said furnishings or equipment installed by the Residences.

Level 1	<ul style="list-style-type: none"> a) Failure of Residents to upkeep the cleanliness of the facilities after use. b) Failure of Residents to switch off all air-conditioners, fans, lights and electrical appliances after use. c) Failure of Residents to keep their personal equipment/utensil in kitchen lockers, cupboards and shelves in the communal kitchen. d) Removal of furniture, appliances or other fixtures from assigned units/rooms/ or common areas and placing them elsewhere. e) Marking any surface of furniture and fixtures in the assigned units/rooms or common areas through action or neglect, that is not deemed normal wear and tear.
Level 2	<ul style="list-style-type: none"> e) Installation of unauthorized furnishings, equipment or devices in the assigned units/rooms or common areas. f) Alteration, renovation or removal of Resident's room furniture or equipment. g) Wilful damage, vandalism, graffiti or neglect on the furniture and fixtures that leads to serious damage.

CLS 12. Safety & Security

Residence Card/Activated University Card: Residents and visitors are required to carry their Resident Card/activated University Card at all times in the compound of the Residences and when visiting other Residents in the Residence units. They must produce the Resident Card/activated University Card when requested by the Security or the Residence Management Team.

Unit and Room Access: It is the responsibility of the Resident to lock all doors at all times for the protection of their property and that of their unit/roommates as well as for security reasons. Both the entrance and room door must always be closed and locked after entering or leaving the unit. Residents are solely responsible for the safety of their own valuables. The bedroom door, wardrobe and drawers of the study table must be secured whenever the Residents are not inside their rooms.

Level 1	<ul style="list-style-type: none"> a) Residents found not carrying their Resident Card/activated University Card b) Failure of Residents to produce the Resident Card/activated University Card when requested by Security or the Residence Management Team. c) Failure of Residents to lock all doors, including the unit door, room door and
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	pantry door (SUR only), when entering and exiting.
Level 2	<ul style="list-style-type: none"> d) Blocking hallways, stairwells, exits and access to fire exits, wheelchair ramps and property access points. e) Sitting on balcony rails. f) Residents found entering/accessing unauthorised areas in the Residences (e.g. roof areas not designed for Resident's use, maintenance/storage areas, etc.) under any circumstances. g) Residents found entering/accessing the room or unit of other Residents without their consent. h) Residents found lending/borrowing the keys/card to/from others. i) Residents found duplicating keys/cards
Level 3	j) Any of the above actions that constitutes a repetitive action that leads to annoyance/inconvenience to others.

CLS 13. Fire Hazards	
Domestic electrical appliances may be brought into and used within the Residences with the proviso that strict adherence is given to the following:	
<ul style="list-style-type: none"> i) Appliances and connecting leads must be in a serviceable and safe condition ii) Strictly no cables are running from room to room iii) Plugs must be wired correctly and incorporate fuses of correct rating iv) Only one piece of appliance should be used on each wall socket v) Total load on a wall socket must not exceed 13 amps. 	
<p>a) The following appliances are allowed across all Residences: - Iron, hair dryer, toaster, rice cooker, study/table lamp, phone charger, personal computer, alarm clock, stand fan, waffle-maker, sandwich-maker.</p> <p>b) Prohibited items for all Residences where such items are not provided for include: - Hot plate, home theatre system, TV, washing machine, refrigerator/mini bar, water dispenser, induction cooker, exercise machines, air cooler, microwave oven, multi-cooker, musical instruments (at the discretion of the Residence Management Team).</p>	
Level 1	a) Failure to adhere to Items i) and ii) (listed above).
Level 2	<ul style="list-style-type: none"> b) Cooking in the Residence units are not allowed. Any cooking apparatus found in the Residence units will be confiscated except those permitted by the Residence Management Team. c) Acts which may constitute a fire hazard such as the burning of joss-sticks, incense, candles, mosquito coils, fireworks, fire-crackers, sparklers, etc. or any highly flammable material in the Residences for whatever purpose, be it social or religious. d) Leaving food unattended while cooking at the kitchen. e) Overloading or tampering with electrical systems. f) Usage of prohibited appliances (listed above). g) Failure to adhere to Items iii), iv) and v) (listed above).
Level 3	<ul style="list-style-type: none"> h) Possession or use of explosive or flammable materials (e.g., firecrackers, fireworks and barbecue propane tanks). i) Discharging, tampering with, covering or operating any fire prevention or detection equipment for any purpose other than the control of a fire. j) Actions or neglect that leads to a fire, and/or the activation of the building fire alarm system.

CLS 14. Pets	
Level 2	a) Pets are not allowed in the Residences. Pets found are required be removed from the Residence by the Resident in a given timeframe, failing which the pet shall then be removed by the Residence Management Team in any manner deemed fair. The Residence Management Team will not be held liable for any eventualities arising from such removal.

CLS 15. Visitors/Guests (Residents)	
<p>Residents are required to take full responsibility for the conduct of Visitors/Guests, accompany them at all times within the Unit Common Areas and ensure that Visitors/Guests are aware of, and abide by, the Residence Rules and Regulations.</p> <p>Invitation and hosting other fellow Residents of the same gender in your unit is allowed within the visiting hours (9.00am - 10.00pm). However, it is only limited to Unit Common Areas such as the living area, pantry/kitchen and bathrooms. Fellow Residents are strictly not allowed in your room. This is to prevent any loss of personal properties or untoward incidents.</p> <p>The Residence Management Team shall not, under any circumstances, be responsible for any damage, loss or theft of any property, money and other items belonging to the Residents and/or the Visitors/Guests and any personal injuries suffered.</p>	
Level 2	<ul style="list-style-type: none"> a) Hosting and visiting other fellow Residents of different gender in the unit b) Hosting and visiting other fellow Residents in the unit outside the visiting hours c) Hosting Non-Resident (Visitor/Guests) in the unit.
Level 3	d) Any of the above actions that constitutes a repetitive action that leads to annoyance/inconvenience to others.

CLS 16. External Visitors/Guests	
<p>Residents are required to take full responsibility for the conduct of External Visitors/Guests, accompany them at all times within the Residence Common Areas and ensure that External Visitors/Guests are aware of, and abide by the Residence Rules and Regulations.</p> <p>External Visitors/Guests are allowed to visit Residents daily from 9am-10pm, however it is only limited to the Residence Common Areas.</p> <p>All External Visitors/Guests must register at the Guard House or Guard Post (Applicable to SMR only, located at the link bridge) and provide all details (name, passport/identity card number, contact number, address) and identification document (identity card, passport, or valid driving license) as requested by Security before entering the Residences and must leave the Residences latest by 10pm.</p> <p>External Visitors/Guests must remain in the company of the Residents at all times until he/she is signed out. External Visitors/Guests are strictly not allowed to use the gym and swimming pool. External Visitors/Guests are strictly not allowed in the Resident’s unit, with the exception to parents and family members/guardians of the Residents during check-in and <u>check-out</u> only. Subsequent visitation to the unit will need prior consent of the Residence Management Team. The Residence Management Team shall not, under any circumstances, be responsible for any damage, loss or theft of any property, money and other items belonging to the Residents and/or the External Visitors/Guests and any personal injuries suffered. Security reserves the right to refuse entry to any external Visitor/Guest.</p>	
Level 2	<ul style="list-style-type: none"> a) Failure to register at Guard House or Guard Post b) Failure of Resident to remain in the company of the visitor/guest at all times in Residence until he/she is signed out. c) External Visitors/Guests found using the gym and swimming pool. d) External Visitors/Guests found using common facilities without the company of Residents.

	e) External Visitors/Guests found in the Residence after 10pm and/or staying overnight.
Level 3	f) Any of the above actions that constitutes a repetitive action that leads to annoyance/inconvenience to others.
CLS 17. Theft	
Theft refers to the act of stealing, the criminal taking and removing of personal property with intent to deprive the rightful owner of it, and an unlawful taking of property of others. The Residence Management Team shall not, under any circumstances, be responsible for any theft of any property, money and other items belonging to the Residents and/or non-Residents.	
Level 3	a) Theft or possession of stolen items/property.

CLS 18. Respect and Cooperation	
Residents have the responsibility to report violation(s) of the Residence Rules and Regulations, and taking all reasonable measures to ensure the security and safety of the Residence Community. Residents are expected to give full cooperation in an investigation for an incident by providing a report and statement.	
Level 1	<ul style="list-style-type: none"> a) Failure to respond to written or verbal direction of the Residence Management Team. b) Demonstrated a lack of respect, civility, courtesy or cooperation with a member of the Residence Community, including Residents, Visitors/Guests and the Residence Management Team. c) Demonstrated a lack of cultural sensitivity within the Residence Community.
Level 2	<ul style="list-style-type: none"> d) Providing false identification when asked by the Residence Management Team. e) Providing a false report of an incident or impeding an investigation.

**The lists above are not exhaustive; the Residence Management Team reserves the right to amend the lists above as and when it deems necessary without having to attach any reason(s) whatsoever.*

3.4 CONSEQUENCES

Consequences for behaviour that violates the Community Living Standards are summarised as below accordingly to each level of offence:

LEVEL 1	<ul style="list-style-type: none"> a) Verbal Warning – a verbal caution that continuation or repetition of the offending behaviour will constitute more serious sanctions in the future. b) Community Service – tasks or roles assigned as sanctions, which contribute positively to the reputation, welfare or condition of the Residences or surrounding community. c) Educational – tasks assigned as a sanction designed to promote learning and development. d) Loss of Privileges as provided in Part 1. e) A PENALTY (fines and charges) can be imposed for failure to comply. f) Any other penalty considered necessary and appropriate.
LEVEL 2	<ul style="list-style-type: none"> a) All Level 1 consequences. b) Written Warning – a written caution that continuation or repetition of the offending behaviour will constitute more serious sanctions in the future. c) Confiscation – removal of items from the possession of Residents that violate the Residence Rules and Regulations.

LEVEL 3	<ul style="list-style-type: none"> a) All Level 1 and 2 consequences. b) Denial of Re-admission to Residences – a sanction given to a Resident who will not be permitted to live in the Residences in the future. c) Eviction – termination of the Resident’s tenancy with the Residence. An additional PENALTY equivalent to one (1) month's Rental will be charged to that particular Resident and it will be deducted from the remaining Rental Deposits. An Eviction Letter will be issued and a copy of the Eviction Letter will be sent to the Primary and/or Secondary Contacts. The University will also be notified.
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3.5 PRIMARY AND SECONDARY CONTACTS

Every Resident is required to identify two people as their Primary and Secondary Contacts. As stated in TT 2.2.8, it is strongly recommended that these people are parents or legal guardians of the Resident, as they serve as emergency contacts. They may be contacted if any other significant concerns or problems arise with the Resident, such as significant violations of the Residence Rules and Regulations or concern for their well-being.

3.6 PROCESS OF DEALING WITH BREACH OF THE COMMUNITY LIVING STANDARDS

The Residence Management Team reserves the right to deal with any breach of the Community Living Standards on a case by case basis. Notwithstanding this, when there is evidence of any breach of the Community Living Standards, the Residence Management Team reserves the right (but is not obliged to) proceed along the following guidelines:

3.5.1 Reporting of possible breach of the Community Living Standards

- i. Residence/ University Staff, Resident(s) and Visitor/Guest(s) has the right to report any possible behaviours, actions and negligence believed to be against/breach the Community Living Standards to the Residence Management Team.
- ii. The Residence Management Team, as soon as practicable will proceed with an initial investigation process.

3.5.2 Inquiry and Investigation process

- i. The Residence Management Team may collect evidence by conducting interview(s) with other members of the Residence Management Team, Security and any other witnesses, examining CCTV footage and carrying out any other reasonable investigations to determine what has happened. If there is sufficient ground/evidence to warrant further investigation, the Residence Management Team will proceed with the investigation process.
- ii. The investigation process will normally require the Residence Management Team to interview the Resident(s) involved in the offence. This is the opportunity for Residents to be heard and explain their behaviour. However, if the Resident(s) fail to attend the interview session, the Residence Management Team may choose to proceed and make a decision based upon all available evidence.
- iii. The Resident(s) involved in the offence may respond in writing if they wish not to attend the interview session and the Residence Management Team will proceed with a decision based upon available evidence.

3.5.3 Penalty(s) by the Residence Management Team

- i. The Residence Management Team will review all evidence and determine whether there was a breach, and if yes, the level of penalties imposed.
- ii. The Residence Management Team will issue a Decision Letter to the Resident(s) involved, confirming the exact nature for which the sanction is being imposed.

3.7 APPEAL PROCESS

The following general principles apply to all appeals:

- Any Resident found in violation of the Community Living Standards is entitled to submit an appeal.
- A Resident has **5 working days** to appeal from the date a Decision Letter is issued. The Residence Management Team will endeavour to respond to appeal requests within **5 working days** of receiving them.
- During an appeal, all sanctions remain valid until they are reversed or modified by the Appeal Committee.
- All decisions made by the Appeal Committee are final and are not subject to further appeals.

A summary of the appeal process is described as follows:

- a) If the Resident has grounds for an appeal, the Resident may send in an appeal in writing to the Director of Student Community (or Designate), within **5 working days** upon receiving the Decision Letter to the Residence Management Team. The Resident requesting the appeal must demonstrate that they have sufficient grounds to appeal on the penalty imposed.
- b) Once an appeal is received, the Director of Student Community (or Designate) will review the grounds for the appeal and make a decision whether to allow the appeal to be reviewed by the Appeal Committee. The Resident(s) will be contacted within **5 working days** to notify the outcome/status after receiving the appeal.
- c) If the application for the appeal to be reviewed is granted, the Director of Student Community (or Designate) will set-up a relevant member of the Residence Management Team and Respective University Head(s) to be part of the Appeal Committee to review the case. The Resident(s) involved and witnesses might be called to meet the Appeal Committee as part of the review process.
- d) The Appeal Committee will then review all evidence and may decide to:
 - i. uphold the findings and/or sanctions;
 - ii. reverse the findings; or
 - iii. reverse or modify the sanctions.
- e) Once a decision has been made, the Director of Student Community (or Designate) will notify the Resident.
- f) The decision of the Appeal Committee is final, conclusive and binding.

PART 4. DEFINITIONS

For the purposes of this document please see the definitions below:

- “SEG Residences” or “Residences” refers to the Sunway Monash Residence, Sun-U Residence and Sun-U Apartment. SEG Residence provides on-campus accommodation for students studying at Sunway College, Sunway University, Le Cordon Bleu and Monash University Malaysia.
- “University” refers to Sunway College, Sunway University, Le Cordon Bleu and Monash University Malaysia.
- “Residence Management Team” refers to the organization or group of individuals who manage and coordinate the operational functions associated with the Residences. The team comprises of the Directors, Residence Managers and staff.
- “Residence Common Areas” refers to those areas outside the unit that are available for common use by all Residents and non-Residents.
- “Unit Common Areas” refers to those areas that are available within the unit for common use by all Residents of said unit.
- “Visitors/Guests” refers to Residents who visits or have been invited by Residents into the Residences.
- “External Visitors/Guests” refers to non-Residents who visits or have been invited by Residents into the Residences.
- “Appeal Committee” refers to a group of individuals assigned by the Residence Management Team to look into the Appeal Process.
- “University Heads” refers to the individuals or the officials designated or hired by the respective Universities.
- “PDPA” refers to Malaysian Personal Data Protection Act 2010