



RESIDENCE RULES AND REGULATIONS

*Operating Company: Sunway Education Group Sdn Bhd [146440-K]
Persiaran Tasik Barat, Sunway South Quay, Bandar Sunway,
47500 Petaling Jaya, Selangor Darul Ehsan, Malaysia.
Tel: (60) 3-7450 5500 Fax: (60) 3-56123050
Website: www.sunway.edu.my/ www.monash.edu.my
MARCH 2013 EDITION

TABLE OF CONTENTS

PREAMBLE

1. BEHAVIOUR AND DISCIPLINE
2. RENTAL
3. RESIDENCE TENANCY
4. CHECK-IN
5. CHECK-OUT
6. RESIDENCE KEYS
7. RESIDENT/ACTIVATED UNIVERSITY CARDS
8. REFUND
9. UPKEEP OF THE RESIDENCE
10. VISITORS/GUESTS
11. SECURITY AND SAFETY
12. APPROVAL TO LEAVE/RETURN DURING CURFEW HOURS
13. USAGE OF RESIDENCE FACILITIES
14. PETS
15. IT FACILITIES
16. ELECTRICAL & NON-ELECTRICAL ITEMS
17. EVICTION
18. EMERGENCY
19. RELOCATION
20. OFFICIAL LINE OF COMMUNICATION
21. REVISION OF RULES AND REGULATIONS
22. TRANSGRESSION OF ANY OF THE RULES AND REGULATIONS

RESIDENCE RULES AND REGULATIONS

PREAMBLE

- i) The Rules may be cited as the Residence Rules, 2013.
- ii) In these Rules, unless the context otherwise requires:-

The masculine pronoun includes the feminine and vice versa; the singular pronoun includes the plural and vice versa;

“Residents” is used to refer to every student staying in the residences under the purview of Sunway Residence Management;

“Residence” refers to any of the accommodation provided by Sunway Residence Management for the lodging of students;

“University” refers to the respective education institution the particular resident is enrolled at;

“Authorized person” refers to any person duly sanctioned by Sunway Residence Management to act on behalf of the residence;

“Disciplinary authority” refers to the Head - Residence or where applicable, any person or board delegated by the Head - Residence with disciplinary functions, power or duties;

“Offence” refers to transgression of a particular condition contained in these Rules & Regulations;

“Drug” refers to any of the drugs or substances which are listed in the First Schedule to the Dangerous Drugs Ordinance, 1952 (Act 234);

“Poison” refers to the definition as set out in the Poison Act, 1952;

1. **BEHAVIOUR AND DISCIPLINE**

- 1.1 Residents are expected to behave in a manner consistent with the good reputation of the University, refraining from any behaviour which could endanger human life or health, or cause damage to property, disturb order and peace in the Residence, or curtail the rights and liberties of the other residents while within the Residence.
- 1.2 The Head - Residence reserves the right to evict residents with immediate effect should there be reasonable grounds to support suspicions that a particular resident is guilty of an offence that merits eviction. The University may take further action by discontinuing the resident's enrolment in his respective academic programme with immediate effect.
- 1.3 Fighting or any kind of physical violence is strictly prohibited within the Residence.
- 1.4 Possession and/or consumption of any prohibited drugs in the Residence is strictly prohibited.
- 1.5 Vandalism involving functional/cosmetic damage to property belonging to the Residence is strictly prohibited. The cost of making good/replacement of any item vandalized/damaged will be charged accordingly to the Resident.
- 1.6 Viewing, possession and/or dissemination of pornographic materials (hard/soft copies) in the Residence is strictly prohibited.
- 1.7 Weapons or any items considered dangerous are not allowed in the Residence.
- 1.8 Harassment, defined as offensive behaviour (of sexual, racial, religious, social nature) in verbal, non-verbal, visual, psychological, physical and cyber/virtual form is strongly prohibited. Examples would include (but is not limited to) bullying, intimidation/abusive behaviour aimed at causing humiliation, discrimination motivated

by racial/religious/gender prejudice, stalking, invasion of privacy, utilizing social pressure to cause offence.

- 1.9 Smoking (of cigarettes, cigars, pipes and all other substitutes e.g. shisha, e-cigarettes) or the possession and the display of any related paraphernalia is not allowed in the Residence except in an area specifically designated and accordingly indicated. Any smoking and/or its related paraphernalia will be confiscated.
- 1.10 Possession or consumption or the display alcoholic product either (with or without any) content in the Residence is not allowed. A resident must not be in a state of intoxication when he returns to the Residence.
- 1.11 In the interest of maintaining a high standard of cleanliness, the consumption and possession of chewing gum is prohibited in the Residence.
- 1.12 Littering and spitting in the public area of the residence are prohibited.
- 1.13 Parties or other social gatherings in the Residence are not permitted without the prior consent of the Manager - Residence Operations.
- 1.14 It is the responsibility of the resident to ensure that his parents and room/unit mates are aware of his whereabouts. This is imperative to ensure that the resident is contactable in case of emergencies.
- 1.15 Residents must use the authorized entrances and exits. Offending residents are fully responsible over any injuries that may result from this transgression.
- 1.16 Residents using all facilities must abide strictly by the Rules & Regulations governing the use of such facilities. The Residence Management will not be liable for any injuries or loss resulting from any transgression of this rule.

- 1.17 Residents are not to initiate, contribute to or allow to continue, any action which produces noise which disturbs other residents where noise originating from but heard outside the confines of a resident's own bedroom may be deemed to be excessive.
- 1.18 Ball games, roller blade/skate and other gym equipment deemed inappropriate by the Residence Management are banned in the Residence except at the designated area. Any banned equipment found can and may be confiscated.
- 1.19 Residents are not allowed to sit on the balcony rails or to throw/dispose items off the balcony/window. For safety reasons, Residents are not allowed to use the balcony for any recreational activities.
- 1.20 Residents in a shared room should only utilise furniture and amenities solely assigned for his own use
- 1.21 No religious altar or prayer paraphernalia is allowed to be placed /set up in any part of the room or unit.

2. RENTAL

- 2.1 Residents are required to pay their rental on a quarterly basis and/or continue to cover a minimum equivalent of three (3) calendar months rental in advance.
- 2.2 The quarterly rental, e.g. Jan, April, July and October must be paid by the **FIRST DAY** of the quarter. **FAILURE TO COMPLY WILL RESULT IN EVICTION FROM THE RESIDENCE.**
- 2.3 The rental is inclusive of water and electricity but there is a cap to the subsidy provided by the Residence Management which varies from one residence to another. Information regarding the specific cap amount can be obtained from the respective Residence Operations 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.

- 2.4 The Residence Management reserves the right to revise the current rates from time to time by giving one month's advance notice. Such rental revision is solely at the discretion of the Residence Management, who is not obligated to attach any reasons for such revision.

3. RESIDENCE TENANCY

- 3.1 The minimum tenancy is for a period of **three (3) calendar months beginning from the month of check-in**. Any request for cancellation or premature termination of the tenancy after check-in will result in the forfeiture of all rentals paid.
- 3.2 Residents can terminate the tenancy, after a minimum stay of **three (3) calendar months**, by giving at least one (1) month's written notice. **FAILURE TO GIVE ONE MONTH'S ADVANCE NOTICE WILL RESULT IN A PENALTY EQUIVALENT TO ONE (1) MONTH'S RENTAL.**
- 3.3 Tenancy at the Residence will be terminated automatically if the resident is no longer a bona-fide full time student of the University.
- 3.4 The Residence Management can terminate this tenancy at any time if:
 - (a) the resident fails to pay any sums due to Sunway Education Group on the first day of the date due;
 - (b) the resident fails to comply with the Residence Rules & Regulations and/or any other term(s) of this tenancy.

4. CHECK-IN

- 4.1 Check-in of residents are on working days:
Monday to Friday 8.30am to 5.30pm

Saturday 10.00am to 4.00pm

- 4.2 If a student wishes to check-in on a day or time other than those specified above, a formal written notice must be submitted to the Residence Management **SEVEN (7) DAYS** before the expected arrival to facilitate the necessary arrangements. There is no obligation on the Residence Management to entertain those who arrive without notice on days or times not specified.
- 4.3 Students are strongly advised not to arrive at their designated residences **BEFORE** the specified check-in date as the Residence Management cannot guarantee the availability of accommodation should students come in prior to the specified check-in date.

5. CHECK-OUT

- 5.1 Residents are required to remove all belongings and vacate the accommodation by 12.00 noon latest, on the specified check-out date. The Residence Management reserves the right to remove all belongings if this is not complied with and shall not be responsible for any loss or damage caused as a result.
- 5.2 No temporary storage is provided. As such, all residents are to remove their belongings upon check-out.
- 5.3 No deferment of check-out date will be entertained.

6. RESIDENCE KEYS

- 6.1 Two types of keys will be given to residents upon check in
- (a) Room Door – one (1) key
 - (b) Entrance Door – one (1) key.
- 6.2 Residents are expected to be solely responsible for the keys and are not allowed to lend/borrow the keys to/from anybody under any circumstances. Residents are also not allowed to make any

duplicates of the keys. The misuse of Residence Keys will lead to eviction from the Residence.

- 6.3 Should there be any damage/loss of keys, residents should immediately report to the Manager - Residence Operations. The charge for the replacement of the lockset and the loss of keys varies from one residence to another.
- 6.4 RM10.00 penalty will be imposed on residents who would like to borrow a spare from the Residence Operations Office. The borrowed key must be returned to the Residence Operations Office within 15 minutes and failure to do so will lead to a penalty of RM25.00.

7. RESIDENT/ACTIVATED UNIVERSITY CARDS

- 7.1 Residents will be issued a Resident Card (Sun-U Apartment) or have their University Card (Sunway Monash Residence/Sun-U Residence) activated for access to the respective Residence.
- 7.2 The Resident Card/activated University Card is non-transferable and is to be carried at all times by the resident. Residents must be able to present such card when prompted by a Residence Operations staff or any security staff.
- 7.3 The Resident Card (Sun-U Apartment only) is valid only for the duration of stay at the Residence and must be surrendered to the Residence Operations Office before the resident leaves the Residence upon the termination of his tenancy.
- 7.4 The Resident Card (Sun-U Apartment only) is the sole responsibility of the resident and any loss or damage must be reported to the Residence Operations Office immediately. RM 25.00 will be charged for the issuance of a new card.
- 7.5 Any loss or damage to the activated University Card is to be reported to and replaced at the respective Universities and an

administrative fee of RM20.00 will be charged to re-activate the card.

- 7.6 Residents are prohibited to lend/borrow the Resident Card/activated University Card to/from anyone under whatever circumstances. Any misuse of the Card can and may lead to eviction from the Residence.

8. REFUND

- 8.1 Residents would need to complete Section 2 of the Residence Termination Request form for any refund request.

- 8.2 All other monies due will only be refunded **AFTER** the resident has vacated his room, and all other monies due to Sunway Education Group of companies have been settled.

- 8.3 Residents who check out from any of the Residences without clearing their outstanding payments, will have whatever is outstanding deducted from the deposit. 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 deposits.

- 8.4 Pre-refund of deposit is **STRICTLY NOT ALLOWED.**

- 8.5 Refund of all deposits will take approximately five (5) weeks to be processed from the date the Residence Keys and Resident Card are returned to the Residence Operations Office. The mode of collection of refund shall be as indicated in the 'Residence Termination Request form'

- 8.6 The refund of deposit in cheque will be made payable to the resident's name on request unless expressly specified.

9. UPKEEP OF THE RESIDENCE

- 9.1 Residents are responsible for keeping their rooms and the common areas in the Residence, such as the living area, pantry and bathrooms clean and tidy at all times.

- 9.2 Street shoes are not allowed to be worn into the resident's unit and must be arranged neatly on the shoe racks provided.

- 9.3 All air-conditioners, fans, lights and electrical appliances must be switched off when the resident is not in the room/respective area.

- 9.4 No cooking is allowed. Any cooking apparatus found will be confiscated.

- 9.5 All furniture and fittings provided must not be moved without the consent of the Manager - Residence Operations as they are meant to be placed at the already specified locations.

- 9.6 Residents must cover their mattresses with bed-sheets at all times. A **PENALTY** can be imposed for failure to comply or if the mattress is soiled/damaged.

- 9.7 Any damage/loss (partial or full) of Residence property must be reported immediately to the Manager - Residence Operations. Residents can and may be charged for any missing/damaged (partial/full) property.

- 9.8 The Residence Management 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. Housekeeping standard is solely based on the view of the Manager - Residence Operations whose decision will be final and not subjected to debate.

- 9.9 Handymen and contractors may enter rooms as and when necessary in the course of their duty under the directive of the Manager - Residence Operations. This will be done in accordance

with respecting the privacy and protecting the dignity of the residents.

- 9.10 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 conditions they were in at the beginning of check-in. No nails, screws, posters and pictures are allowed on the wall, furniture and door.
- 9.11 Residents are strictly not allowed to store their personal belongings in the balcony. Chairs or other furniture, and decorative items are strictly prohibited at the balcony. All items stored or found in the balcony can and may be confiscated.
- 9.12 Residents are responsible for the cleanliness and their own personal safety with regards to usage of the balcony.
- 9.13 Clothes and garments must be put out to dry in the designated area.
- 9.14 Residents are strictly not allowed to store their personal belongings in the common area. All personal items stored or found in the common area can and may be confiscated.

10. VISITORS / GUESTS

- 10.1 Visitors/Guests are allowed to visit the residents during visiting hours as follows:
 - Weekdays - 6.00pm to 10.00pm
 - Weekends and public holidays - 12.00 noon to 10.00pm
- 10.2 All visitors, including non-tenants, of the respective Residence must register at the Guard House and provide all details and documents as requested by Security before entering the Residence and must leave the Residence by 10.00pm.

- 10.3 It is the duty of the resident to inform his visitor(s) of the visiting hours and to advise him/her/them to leave no later than 10.00pm. Residents found in the company of their visitor(s), including family members, relatives, friends and/or any non-tenants outside the visiting hours in any part of the Residence without the prior consent of the Manager - Residence Operations can be evicted.
- 10.4 Visitors/Guests and non-tenants are strictly not allowed in the Residence unit. Residents who allow visitors/guests or non-tenants in the unit at any time for whatsoever reason can and may be evicted.
- 10.5 Visitors, including parents and siblings, are not allowed to stay in the Residence units without the prior consent of the Manager - Residence Operations. Failure to comply can and may result in eviction from the Residence.

11. SECURITY AND SAFETY

- 11.1 Residents are required to carry their Resident Card/activated University Card at all times in the compound of the Residence and when visiting other residents in their Residence units. They must produce the Resident Card/activated University Card when requested by Security or Residence Operations Office.
- 11.2 It shall be the responsibility of the resident to lock all doors at all times for the protection of their property and that of their roommates/housemates as well as for security reasons. Both the entrance and room door must always be closed and locked after entering or leaving the unit.
- 11.3 Residents are solely responsible for the safety of their own valuables. The bedroom door, wardrobe and drawers of the study table must be padlocked when the Residents are not inside the room. A duplicate key of the padlock to the room door should be given to the Residence Operations Office failing which the

Residence Operations Office reserves the right to cut the padlock without having to give any prior notice to the resident concerned.

- 11.4 The Residence Management 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 their visitors and any personal injuries suffered by the Residents or their visitors/guests howsoever caused.
- 11.5 Residents are not permitted to change rooms or sleep anywhere other than in their own bedroom without the consent of the Manager - Residence Operations. Residents found violating the rule can and may be evicted.
- 11.6 Any resident, who finds his roommate(s)/housemate(s) missing for more than 48 hours, must report to the Manager - Residence Operations immediately. This is to enable the Residence Operations Office to take immediate action if any untoward incident had taken place.
- 11.7 Residents are not allowed to leave the residence grounds during curfew hour that is between 1.00am and 6.00am without prior approval from the Residence Operations Office. The Residence Operation Office reserves the right to accede or deny any such request without having to attach any reasons.
- 11.8 For safety reasons, any act 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 inflammable material in the residence for whatever purpose, be it social or religious, is strictly prohibited.

12. APPROVAL TO LEAVE/RETURN DURING CURFEW HOURS

- 12.1 Residents who wish to leave the residence compound must do so before 1.00am.

- 12.2 Residents should return to the Residence by 1.00am on weekdays. On Friday, Saturday and eves of public holidays they should return by 3.00 a.m. of the following day provided he has obtained the approval from the Residence Operations Office
- 12.3 Residents returning in the early hours of the morning are to abide by all the Rules and Regulations of the Residence,
- 12.4 Residents who return after the stipulated time for whatever reasons will have their Resident Card/activated University Card taken away for record purposes.
- 12.5 A resident who has a flight to catch in the early hours of the morning must apply in advance for special permission to leave the Residence grounds. The form can be obtained at the Residents Operations Office DURING OFFICE HOURS. However the resident must produce the flight ticket as proof.

13. USAGE OF RESIDENCE FACILITIES

- 13.1 The Residence Management will not be liable for any personal injuries suffered by the Residents resulting from the usage of any of the facilities provided.
- 13.2 Facilities provided for the use of residents are ancillary services in addition to the accommodation provided. It is the prerogative of the Residence Management to discontinue/disrupt or modify these facilities and to vary the terms and conditions for its usage, and will not be responsible over the disruption/termination and variation of any of these services nor be obliged to provide any reason whatsoever.
- 13.3 Residents may be required to register at the Residence Operations Office in order to obtain permission to utilize the facilities of the Residence.
- 13.4 A resident may not be allowed to use facilities other than those provided for at the Residence he resides in.

14. PETS

- 14.1 Pets are not allowed in the Residence. Pets found will be removed from the Residence and disposed off in any manner deemed fit by the Residence Management. The Residence Management will not be held liable for any eventualities arising from such removal/disposal. A minimum penalty of RM100 will be imposed.

15. IT FACILITIES

- 15.1 The usage of the Residence's computer network and services is a value-added-service to residents.
- 15.2 All residents are governed by the Sunway University/Sunway College e-Policies.
- 15.3 Residents must provide the necessary information to the Residence Management before they can use the Residence's computer network and services.

16. ELECTRICAL AND NON-ELECTRICAL ITEMS

- 16.1 Domestic electrical appliances may be brought into and used within the Residence with the proviso that strict adherence is given to the following:
- (a) Appliances and connecting leads must be serviceable and in a safe condition
 - (b) Strictly no cable running on the floor and from room to room
 - (c) Plugs must be wired in the correct manner and incorporate fuses of the correct rating
 - (d) Only one piece of appliance should be used on each wall socket.
 - (e) A total load on a wall socket must not exceed 13 amps
- 16.2 (a) The following appliances are allowed across all Residences:

- Iron
- Hair dryer
- Toaster
- Study/Table lamp
- Phone charger
- Personal computer
- Alarm clock

- (b) The following appliances are provided for in the respective Residences:

- Microwave oven – Sunway Monash Residence
- Mini-bar – Sunway Monash Residence
- TV – Sunway Monash Residence
- Water dispenser – Sunway Monash Residence/Sun-U Residence

- (c) 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
- Stand fan

- 16.3 The lists above are not exhaustive; the Residence Management reserves the right to amend the lists above as and when it deems necessary without having to attach any reason.

- 16.4 Other than the standard furniture and fittings provided, no other additional furniture and fittings are allowed in the unit/room.

- 16.5 The Residence Management reserves the right to take necessary action it deems fit in the event that items not in the approved list are found in any room or unit. This may include removal of such items and the imposition of any other penalty.

- 16.6 The configuration or layout of the furniture/fittings in the room/unit is solely at the discretion of the Residence Management.

17. EVICTION

- 17.1 Residents found breaking any Residence rules at any of the Residence(s) under the purview of this institution are liable to be evicted from the Residence and can also be expelled from the University within 24 hours. The equivalent of one (1) month's rental will be forfeited from the Residence deposit.

18. EMERGENCY

- 18.1 In case of an emergency outside office hours, please contact (i) the Executive/Manager – Residence Operations on duty at their Residence at his unit or (ii) the Security Guards at the Guard House/Control Room.

19. RELOCATION

- 19.1 Residents are subject to relocation to another Residence/locations/ units/rooms at the sole discretion of the Residence Management without having to attach any reasons whatsoever.

20. OFFICIAL LINE OF COMMUNICATION

- 20.1 All e-mail correspondence between residents and Sunway Residence Management or Residence Operations Office MUST be through official student e-mail accounts as assigned by the University.
- 20.2 Official notices can be served electronically (via email) and is deemed final.

21. REVISION OF RULES AND REGULATIONS

- 21.1 The Residence Management reserves the right to revise the Rules and Regulations from time to time. A copy of the latest Rules and Regulations can be obtained from the University's website.

- 21.2 A resident residing at any of the Residence under the purview of the Residence Management is governed by the rules and regulations herein mentioned.

22. TRANSGRESSION OF ANY OF THE RULES AND REGULATIONS

- 22.1 Any transgression of this Rules & Regulations may warrant to eviction.