



# **NEW COLLEGE RESIDENCE RULES & REGULATIONS**

## **Schedule "A" - New College Residence Code of Conduct**

### **Introduction**

New College expects Residents to behave in a manner consistent with good citizenship and to positively contribute to the community as a whole. Behaviour that is inconsistent with these principles will be evaluated broadly as follows:

1. actions by an individual(s) that interfere with the rights of another individual(s) to the peaceful use and enjoyment of his or her space in residence;
2. actions by an individual(s) that create a significant nuisance and/or disturbance to an individual(s) or community; and
3. actions by an individual(s) that: endanger the safety and security of themselves or other individual(s); and/or compromise personal or university property; and/or attack the dignity/integrity of an individual(s); and/or contravene the laws of the land.

All students and student groups are expected to maintain a high standard of conduct based on the **Statement of Resident Rights and Responsibilities** located in **Section 1**.

The purpose of the **Residence Code of Conduct** is to outline the standards of behaviour considered congruent with the goals and the well-being of the residence community, and to define the procedures to be followed when students and/or their guests fail to meet those standards of behaviour.

**The New College Residence Code of Conduct** is based on three principles:

- a) Every individual is equal in dignity and worth and should therefore be provided with equal rights and opportunities without discrimination or harassment.
- b) Each student living in residence should be guaranteed the right to the peaceful use of his/her living space and common areas.
- c) Residence should be a vibrant space that brings individuals together to form a community in an environment conducive to both academic success and a positive residence experience.

The objectives of the **Residence Code of Conduct** are:

- a. to promote behaviour among Residents and their guests that creates a positive living and learning environment;
- b. to foster the growth, self-discipline and accountability of Residents;
- c. to encourage Residents to resolve their community-living issues in a mature fashion;
- d. to support the physical safety and emotional well-being of all Residents, and to aid in the protection of personal, residence, and university property.

New College Residence Staff reserve the right to take necessary and appropriate action to protect the safety and welfare of both Residents and the Residence Community.

## Section 1: Resident Rights and Responsibilities

### Preamble

New College regards and treats Residents as responsible individuals who are free to organize their own lives, behaviours and associations, subject to the laws of the land and to University regulations. These laws and regulations exist in order to ensure the rights of all members of the community. New College has a long-standing commitment to enhancing the intellectual and social life of all its members, Resident and Non-Resident. For the continued achievement and success of this commitment, New College promotes a harassment and discrimination-free environment.

### Commitment to Equality

New College is dedicated to the principle of the equality of all members.

### Our Wealth of Diversity

New College strives to celebrate the diversity of all and the individuality of each of its members. Consistent with the principles of equity and diversity, all persons associated with the College and the University are to be treated with respect and dignity by all Residents. Such respect constitutes a tolerance for individual differences, regardless of a person's gender, race, religion, ethnic or cultural background, sexual orientation, gender identity, age, ability, or personal beliefs.

### The Right to Privacy and the Privilege of Interaction

New College recognizes and affirms the right of all Residents to their privacy. The strength of the Residence Community, however, comes from the interaction of its members. The College believes that all Residents can contribute to the personal, social and educational life of residence by drawing on their individual talents and experiences. The College considers such contributions from every Resident essential to the privilege of their continuing in residence in subsequent years.

### Enactment

The New College Dean of Students, Assistant to the Deans, and Staff in the Office of Residence and Student Life, as well as Dons are available to assist all Residents in maintaining these principles.

## Section 2: New College Residence Offences and Residence Policies

The violation of any rule or regulation contained in the **New College Residence Occupancy Agreement** or the **New College Residence Code of Conduct** will constitute an offense and may be subject to disciplinary actions.

### MAJOR OFFENCES

Major Offences are considered to be:

1. actions of a Resident(s) that endanger the safety or security of any individual;
2. actions of a Resident(s) that constitute any form of discrimination, harassment, abuse or bullying;
3. actions of a Resident that contravene any University policy, or Municipal, Provincial or Federal law; e.g. Criminal Code of Canada, Narcotics Control Act, Ontario Human Rights Code, Ontario Liquor License Act (LLA), City of Toronto noise by-laws, etc.

After a Resident has been found to be in violation of two (2) Minor Offences, the third, and any subsequent Minor Offence in one academic year shall be treated as a Major Offence. Relevant examples of Major Offences are listed in Section 2A.

## **MINOR OFFENCES**

Minor Offences are considered to be:

1. actions by a Resident(s) that interfere with the right of any other student to the peaceful use of his/her room or his/her space in residence; or
2. actions that create a significant nuisance for another individual.

In certain circumstances, a Minor Offence may be treated as a Major Offence. Relevant examples of Minor Offences are listed in Section 2B.

## **Section 2A: Major Offences**

Major Offences include, but are not limited to:

### **RESPECT for PEOPLE**

- a. engaging in physical and/or verbal altercations with any student or member of staff, which may endanger the safety of, be considered intimidating, threatening and/or physically abusive by another;
- b. engaging in sexist, racist, homophobic or any other discriminatory behaviour;
- c. engaging in inappropriate and/or unwanted sexual conduct, or behaving in a manner that could constitute sexual harassment;
- d. entering another Resident's space without their permission.

### **RESPECT for PROPERTY**

- e. throwing articles from residence windows, roof balconies, or patios;
- f. inappropriate disposal of human bodily waste or failure to clean up such waste following an accident;
- g. tampering with building fixtures or systems, including the wiring of fire prevention systems, cameras, elevators or the removal, and/or misuse of, any Residence, College or University common space, appliance, furniture, fixtures, cafeteria dishes and/or property;
- h. fabricating or building structures or running wires or cables between rooms either inside or outside the buildings, or leaving articles or debris in corridors, stairwells or entrances;
- i. painting, decorating, or defacing a residence room or room door, or any wall, ceiling or surface of the residence without the consent of the Dean of Students;
- j. any deliberate act of vandalism including damaging, defacing or removing any posters or door tags in approved areas;
- k. causing damage to or stealing residence property or the property of other individuals (Residents, Staff and/or University Officials);
- l. attempting to enter or being in a restricted area within residence, including but not limited to the roof, office spaces, kitchens, etc.;
- m. failing to vacate one's residence room or removing all possessions from the room before noon on the Vacating Date;

## **FIRE SAFETY**

- n. tampering with, operating, or discharging fire safety equipment for any purpose other than to signal or control a fire, including but not limited to, covering or disabling a smoke detector, maliciously pulling a fire alarm, etc.;
- o. overloading electrical circuits;
- p. setting fires inside residence, including setting off firecrackers, lighting candles or incense;
- q. failing to follow fire emergency procedures during a fire alarm, including the failure to evacuate residence during a fire alarm;
- r. possessing, storing or using any firearm, weapon or explosive and/or pyrotechnic substance in residence;

## **SMOKING**

- s. smoking and smoking related activities (including, but not limited to, cigarettes, vaping, e-cigarettes, hookahs or other smoking devices) are not permitted anywhere inside the residences, including residents' room, common rooms and immediate surrounding areas. Outdoors, smoking is not permitted within 9 metres of any Residence entrance including the courtyard, front entrance, and emergency exit doors.

## **DRUGS**

- t. possessing, using, or selling illegal drugs in residence. Evidence in these cases may include drug traces or drug paraphernalia or the smell of prohibited substances in residence;

## **ALCOHOL**

- u. possession and/or consumption of "common source" alcohol (i.e. kegs, barrels, electric Jell-O, 'Texas mickys' and other large containers of alcohol, etc.) and/or organizing/participating in "drinking games" (i.e. Nek Nominations, Century Club, funnelling, flip cup, beer pong, shot gunning, etc.) within residence are prohibited. Drinking games are defined as activities played while consuming alcohol, which have an end result of participants drinking.
- v. forcing or coercing people to drink alcohol is prohibited. Alcohol may not be used in hazing or initiation rituals;
- w. contravening the Liquor License Act (LLA). Examples of related behaviours which are prohibited include, but are not limited to, consumption by and/or service to individuals under 19 years of age, and any unsafe practice related to alcohol use. Unsafe practices related to alcohol use in residence include, but are not limited to, mass consumption of alcohol, use or possession in residence of kegs/mini kegs, use or possession of funnels or other drinking paraphernalia, and drinking games.

## **GAMBLING**

- x. participating in and/or running an illegal gaming or gambling operation;

## **GUESTS**

- y. loaning, duplicating or giving anyone a key-fob or any key assigned to a Resident;
- z. fraudulently gaining or attempting to gain entry into a room without the express permission of the occupant(s);
- aa. hosting a guest in residence for a period greater than 72 hours on any one occasion or more than 10 days a semester;
- bb. hosting a guest in residence who commits a Major Offence;

- cc. hosting a guest in residence who has been banned from the New College campus, Residence or specific area in residence;

#### **OTHER**

- dd. impeding any New College Staff in the performance of their duties in relation to any possible offence. These include but are not limited to:
  - i) not providing proper identification of oneself or one's guest to the Residence Staff upon request;
  - ii) knowingly withholding information, or providing false or incomplete information to the Residence Staff;
  - iii) being uncooperative with a Residence Staff member, including fleeing from a situation and/or refusing to speak with them when requested;
  - iv) impeding the investigation of a possible offence;
  - v) failing to report any damage witnessed by a resident to Residence Staff;
- ee. repeated involvement in a Minor Offense or a combination of Minor and Major Offences, including the repeated involvement in Minor or Major Offense(s) by a guest of the Resident;
- ff. failure to comply with, or complete, a **New College Residence Code of Conduct** sanction.

### **Section 2B: Minor Offences**

Minor Offences include, but are not limited to:

#### **RESPECT for PEOPLE**

- a. making excessive noise at any time of the day including during Quiet Hours, or making any unreasonable noise during Quiet Hours. Quiet hours are as follows: Sun-Thurs: 11pm- 8am, Fri-Sat: 2am-8am., and 23-hours per day during exam periods;
- b. using sub-woofers, powerful speakers or amplifiers;
- c. playing a musical instrument on a residence floor or in a residence room (music practice rooms are available in all residence buildings);
- d. failing to meet with Residence Office Staff and/or failing to respond to phone or email messages requesting a meeting;

#### **RESPECT for PROPERTY**

- e. engaging in any kind of sports activity on a residential floor or common room;
- f. keeping a bicycle in a residence room (bicycles are to be kept in the Bike Storage rooms);
- g. keeping pets of any description or type in residence;
- h. placing posters or banners within the common areas of residence without prior approval of the Office of Residence and Student Life;
- i. failing to maintain one's own room in a hygienic and safe state during the academic year, including the failure to dispose of all garbage or recycling in an appropriate manner;
- j. using a residence room, mailbox or common area for any commercial purpose;
- k. apply or affix anything to the exterior of residence;

## **FIRE SAFETY**

- l. cooking with electric frying pans, toasters, ovens, microwaves, etc., within individual residence rooms;
- m. using heating elements (electrical or otherwise);
- n. lighting candles, incense, or lamps requiring combustible fuel or using halogen lamps;
- o. setting off a residence fire alarm, smoke sensor, etc. whether accidental or not;

## **ALCOHOL USE**

- p. carrying or consuming an open container of alcohol outside of a residence room;
- q. participating in drinking games of any kind;

## **OTHER**

- r. hosting a party in residence; a party includes any combination of two of the following three criteria:
  - i) five or more individuals in one room
  - ii) the presence of alcohol
  - iii) significant noise
- s. making an unauthorized room move or roommate switch;
- t. hosting a guest in residence who commits a Minor Offence;
- u. violating any terms, conditions, or administrative policies and procedures as outlined in the Residence Occupancy Agreement unless otherwise specified as major violations;
- v. failing to take reasonable steps to prevent a problem situation from occurring or, if it occurs, to prevent it from escalating to a more serious level;
- w. failing to comply with or complete a **New College Residence Code of Conduct** sanction for a minor violation;
- x. lending your TCard to anyone for access to the Audrey Taylor Dining Hall;
- y. removing food from the Audrey Taylor Dining Hall outside that permitted by the terms of the Meal Plan.

## **Section 2C: Guest Policy**

A guest may stay overnight, *and*, a Resident must accompany his/her guest(s) at all times and take full responsibility for the conduct of his/her guest(s) on the premises. A violation of the **Residence Code of Conduct** by a Resident's guests constitutes an offence within the Residence by the Resident. No guest may stay in the Residence for more than three (3) consecutive nights for more than a total of ten (10) nights during the Occupancy Period. **These ten days are the total amount of time one individual guest may stay, regardless of how many residents host their stay.**

During Orientation Week (Move-In Day to the following Saturday), only students who are participating in orientation activities and who have registered with the Office of Residence and Student Life, are permitted to stay overnight as guests of a Resident.

## Section 2D: Key Policy

- a. The resident will receive one key-fob for the Room and admission to the Residences and one mailbox key (herein referred to as “keys”). The keys shall be returned by the Resident to the University on or before the Vacating Date. The Resident will not lend, nor duplicate, nor permit duplication of, nor be in possession of a duplicate of, any of the keys. If the Resident loses their keys, or fails to return them on the Vacating Date, the cost of replacing the keys (\$25 for a room key-fob and \$10 for a mailbox key) will be billed to the Resident.
- b. In the event that a resident locks themselves out of their room or loses their keys, they must complete a Lockout/Lost Key Form at the Front Desk before being able to sign-out the emergency key.

### For lock-outs:

- i. Emergency keys are time-based and if not returned to the Front Desk within 20 minutes charges will be posted to ACORN: \$10 for the first 5 late returns, \$20 for 6 to 9 late returns and \$30 for 10+ late returns.
- ii. Should a student not return the emergency key by 9am the next day, a new key-fob will be ordered, and an additional \$25 charge will be posted to ACORN.

### For lost keys:

- i. A new key-fob will be ordered and a \$25 charge will be posted to ACORN.
  - ii. Emergency keys will need to be exchanged for New key-fobs within 24 hours or further charges may apply.
- c. The resident will not loan, duplicate or give anyone their key-fob or any key assigned to them.
  - d. The resident will not under any circumstances tamper with or change the lock, or add a lock, locks or other security devices to the door of the Room.

## Section 3: Procedures Relating to Offences, Discipline and Supplemental Rules and Regulations

Proceedings under the **Residence Code of Conduct** may be carried out at the discretion of Dean of Students, or their designate, prior to, simultaneously with, or following other off-campus proceedings, including civil or criminal proceedings.

In order for any offence to be investigated and/or a sanction(s) applied, incident(s) must be documented by, or reported to (formally in writing or informally in person) a New College Staff Member, for investigation by the Office of Residence and Student Life.

Any Resident cited as being involved in an incident will have an opportunity to meet with the investigating member of Staff and to provide evidence if required.

### Discipline

The Dean of Students (“the Dean”), or their designate, may reassign a Resident to another room in the event of a conflict between roommates or fellow Residents without prior notice.

The Dean, or their designate, has the right to fine, or demand the immediate withdrawal from Residence, a Resident whose conduct is persistently disruptive or could lead to injury to others; who harasses or in any way threatens a fellow Resident, Residents or Staff Member(s); who commits, or is charged with committing, an illegal act; or who fails to observe the **Residence Code of Conduct**.

Appeals by a Resident against a decision made by the Dean, or their designate, acting under the Dean's authority, must be made in writing within ten (10) calendar days of notice of said decision.

Complaints about infractions of the **Residence Code of Conduct** by a fellow Resident should be made to the Don, or to the Office of Residence and Student Life. Residents are encouraged to attempt to resolve conflicts amongst themselves, in a mature manner, before lodging complaints.

### **Supplemental Rules and Regulations**

The New College Residence Council, House Council and/or House Don may create additional regulations that will be binding on their constituents. Such regulations are subject to the approval of the Dean, or their designate, before they are enacted.

## **Section 3A: Burden and Standard of Proof**

The onus of establishing that there has been a violation of the **Residence Code of Conduct** or misconduct by a Resident shall be on the University authority. Decisions will be based on the extent and credibility of evidence, meaning the evidence must show that it is more likely than not the alleged violation occurred. The degree of probability should be proportionate to the seriousness of the allegations and the gravity of any potential sanctions.

Evidence of smoking including the smell of smoke or prohibited substances in or near the residence building witnessed by staff members (including Residence Dons) will be assumed to be conclusive of smoking in residence. There is no requirement for the investigating Staff Member to reveal witness statements, names or any details relating to the complaint, to the Resident being investigated.

## **Section 3B: Findings**

Following a disciplinary meeting, the Residence Staff may:

- a) dismiss the case;
- b) make a finding of misconduct and impose a sanction;
- c) make a finding of misconduct and recommend to the Dean of Students, or their designate, that a student be evicted from Residence and/or denied re-admission.

## **Section 4: Sanctions**

The Residence Life Team is responsible for monitoring the conduct of New College Residents and enforcing the **New College Occupancy Agreement** and the **Residence Code of Conduct**. Violations or infractions of either the Occupancy Agreement or Residence Code of Conduct may result in sanctions being applied to all involved parties.

The following sanctions may be used independently, or conjointly, to respond to a violation or infraction of the **New College Occupancy Agreement**:

### **a) Verbal Warning**

A verbal warning is notification given to an offending Resident at the time of the infraction.



#### **b) Written Warning**

This sanction is a written notice given to an offending Resident, and indicating the date, time and nature of the offence.

#### **c) Fines**

A fine may be issued to any Resident who is found to have violated the **Residence Code of Conduct**. Repeat offences may result in increased fines. Any costs of caretaking or facility maintenance will be added to the fines associated with the offences themselves (see appendix A – Fines and Charges).

#### **d) Educational Sanction**

Educational sanctions are designed to help facilitate an understanding of the community standards, and policies and procedures upon which the **Residence Code of Conduct** is based. They may include but are not limited to: creating an educational program for the community, writing a reflection paper, successfully completing the **Residence Code of Conduct** Quiz, attending a workshop that relates to the offence, and/or meeting with campus partners.

#### **e) Restitution**

This sanction requires restitution to be made to another student(s) or the University for any loss or damage to personal or University property.

#### **f) Guest Ban**

This sanction will prohibit a Resident from having guests to the Residence. The Dean of Students, or their designate, will write a letter citing the reasons for the sanction(s), the terms, and the length of time it will be in effect.

#### **g) Community Service**

This sanction requires the provision of service and/or hours of work, at no cost, which will benefit the Residence or University community. The type of community service will relate to the infraction (e.g. damage done to the University property may result in community service hours spent cleaning or refurbishing University property).

#### **h) Behavioural Contract**

A Behavioural Contract is a set of behavioural expectations, terms and conditions that are developed with the Resident and signed by both the Resident and a Residence Staff Member. With his/her signature, the Resident agrees to the expectations placed upon him/herself, and is aware that any breach of this contract constitutes an offence and may result in more serious sanctions, including the possibility of eviction from residence.

#### **i) Residence Probation**

This sanction is a formal notice informing the Resident that any kind of further offence may result in eviction. The Dean of Students, or their designate, will write a letter citing the reasons for the sanction(s), the terms, and the length of time it will be in effect. The length and terms of the probation will be determined based on the circumstances.

#### **j) Room Transfer for Disciplinary Reasons**

A Resident may be transferred to another room if his/her behaviour is disruptive to his/her roommate but does not warrant eviction from the Residence as a whole.

### **k) New College Residence Exclusion List**

Placement on the New College Residence Exclusion List is a sanction given to an individual who is denied the privilege to enter the New College Residences either on his/her own, or in the company of another student or Resident. Said individual is also prohibited from attending any residence events that occur outside of the building, e.g. formals, bus trips, etc. Any individual on the Residence Exclusion List who is found or seen in the New College Residences at any time, will be subject to a charge by Campus Police under the Trespass to Property Act.

### **l) Denial of Re-admission**

Denial of Re-admission to Residence Sanctions are levied at the discretion of the Dean of Students, or their designate. This sanction will be communicated in writing to the Resident, indicating the reason for the sanction, the terms, and the length of time it will be in effect.

### **m) Eviction**

A student who is evicted from the Residence must vacate the Residence within a time-period determined by the Office of Residence and Student Life. The time-period will be commensurate with the seriousness of the offence, usually 24 hours, and will reflect assessment of the risk to persons and property within the Residence if the Resident in question were to remain. Residents evicted from the Residence will not be eligible for re-admission to Residence.

Eviction from Residence is always accompanied by a declaration that the Resident is placed on the New College Residence Exclusion List. The Resident will receive a letter outlining the reason(s) for the eviction, as well as the terms and conditions related to his/her removal from Residence.

## **Section 5: Appeals**

Appeals against a decision made by the Dean of Students, must be made in writing within ten (10) calendar days' notice of a sanction, in consultation with the Chair of the New College Council, who will initiate an appeal process as outlined in the [New College Council Constitution](#). Sanctions levied on the resident will remain in effect throughout the appeal process.

- a) Appeals will only be heard on the following grounds:
  - i) New information has come available that may change the outcome of the sanction;
  - ii) The given sanction is too severe considering the infraction/behaviour. Please note that sanctions given that are within the stated guidelines in the Resident's Handbook may not be appealed as being too severe.
  - iii) The proper disciplinary process was not followed AND this impacted the decision reached.
- b) In those cases where the allegations of behaviour are serious and, if proven could constitute a personal safety threat to other members of the residence community, the Dean may feel it imperative for the resident concerned to comply with the sanction for the interim period preceding the hearing of the appeal.
- c) In the case of an appealed exclusion, the Office of Residence and Student Life may attempt to find other, temporary accommodation for the resident.

## Schedule "B" – Occupancy Fee Rates

All instalments (inclusive of the Deposit) will be posted to ACORN ([www.acorn.utoronto.ca](http://www.acorn.utoronto.ca)) by the end of the first week in August, or, shortly after a student's admission to residence.

**Please note:** Outstanding Fall Term fees (instalments 1) will be subject to service charge on October 15, 2018 and outstanding Winter Term fees (instalment 2) on December 15, 2018 (February 15, 2019 for students with OSAP or other government loan deferral).

### Wetmore and Wilson Halls

Single Room				
Meal Plan	Instalments			TOTAL
	Deposit	# 1 (Aug. 15)	# 2 (Nov. 30)	
15	\$600	\$5,796	\$6,794	<b>\$13,590</b>
330	\$600	\$5,786	\$6,784	<b>\$13,570</b>
Carte Blanche	\$600	\$6,073	\$7,072	<b>\$14,145</b>
Double Room				
Meal Plan	Instalments			TOTAL
	Deposit	# 1 (Aug. 15)	# 2 (Nov. 30)	
15	\$600	\$5,096	\$6,094	<b>\$12,190</b>
330	\$600	\$5,086	\$6,084	<b>\$12,170</b>
Carte Blanche	\$600	\$5,373	\$6,372	<b>\$12,745</b>
Bed-Over-Desk Room				
Meal Plan	Instalments			TOTAL
	Deposit	# 1 (Aug. 15)	# 2 (Nov. 30)	
15	\$600	\$4,433	\$5,432	<b>\$10,865</b>
330	\$600	\$4,423	\$5,422	<b>\$10,845</b>
Carte Blanche	\$600	\$4,710	\$5,710	<b>\$11,420</b>

### 45 Willcocks

Premium Single Room				
Meal Plan	Instalments			TOTAL
	Deposit	# 1 (Aug. 15)	# 2 (Nov. 30)	
15	\$600	\$6,083	\$7,082	<b>\$14,165</b>
330	\$600	\$6,073	\$7,072	<b>\$14,145</b>
Carte Blanche	\$600	\$6,360	\$7,360	<b>\$14,720</b>
Premium Double Room				
Meal Plan	Instalments			TOTAL
	Deposit	# 1 (Aug. 15)	# 2 (Nov. 30)	
15	\$600	\$5,371	\$6,369	<b>\$12,740</b>
330	\$600	\$5,259	\$6,461	<b>\$12,720</b>
Carte Blanche	\$600	\$5,647	\$6,648	<b>\$13,295</b>

## Schedule "C" - Room Furnishings

The University will supply the Resident with the following furnishings until the Vacating Date:

Bed	Garbage and Recycling bin
Mattress and pad	Curtains or blinds
Desk, desk drawers and desk chair	Closet or wardrobe
Bulletin board	Bookshelf (where applicable)
Dresser (where applicable)	Smoke detector and battery
Internet connection	

These items cannot be stored, replaced or removed from the Residence. Any damaged items should be reported to the Office of Residence and Student Life as soon as it happens or is noticed. Residents are subject to charges for the cost of repair to the room or furnishings following any damage.

## Schedule "D" - New College Network Usage Agreement

In regards to policies:

1. The Resident has read and agreed to be bound by the University of Toronto's policy on the ***Appropriate Use of Information and Communication Technology*** and the ***ITS Computing and Networking Services' Regulations Governing Access to the Internet from U of T Residences***. Copies of these policies are available at <http://www.provost.utoronto.ca/policy/use.htm> and <http://cns.utoronto.ca/new/res-bw-policy.htm> .
3. The Residence cannot guarantee that all systems will be able to access the Network. The Resident understands that it is his/her full responsibility to obtain the appropriate hardware and software to access and use the Network.
4. The Resident understands that he/she is responsible for the use by anyone of any device connected to the network port in his/her designated room.
5. The Residence or University may limit usage and/or access to the Network as a result of any breach of policy or for the purpose of maintaining network security and access to all residents.
6. The Resident recognizes that any abuse of his/her network privileges may result in the suspension of his/her usage and/or access to the Network, and possibly further disciplinary action which may include academic suspension.

In regards to access:

7. **The Resident will register for access of all personal devices on the wired and wireless their own student UTORid via the online web portal presented at first logon.**
8. The New College IT Support Office will only provide support to personal computing devices running operating system versions of **Microsoft Windows, Apple OSX, Google ChromeOS on the wired Network. The New College IT Support Office does not provide support for any type media devices or gaming systems on the wired Network.**
9. The New College IT Support Office will provide basic connectivity **support to for all devices on the wireless network provided that it can connect to wireless with authentication support via 802.11x with the resident's UTORid only.**
10. The Resident will not damage or alter the network jack located in his/her designated room or other common areas of the Residence. The Resident agrees to pay for any damages to the network jack located in his/her designated room during the period of occupancy.
11. The Resident will not adjust the antennas or wireless access points located in or outside their residence floors or rooms. Such actions will be considered as an academic and residence life offense.
12. The Resident will not connect more than one computer device to a Network jack without prior consent from a College IT Support Specialist. Unauthorized connected switching devices will be confiscated without warning or return by the College IT Support group.
13. The Resident accepts full responsibility for protecting his/her equipment and data, and understands that neither the Residence nor the University is responsible for any loss or damages that may occur.
14. The Resident will not manually assign an IP address to any computer on the New College wired or wireless Network without prior consent from College IT Support Group and the Office of Residence and Student Life.
15. The Resident is recommended to install any popular free or paid Anti-virus software on their device as a means of data protection.
16. The Residence and University reserve the right to perform security audits and conduct remote scans of all devices connected to the wired and wireless Network.

In regards to usage:

17. **Downloading and distributing copyrighted material is illegal and subject to the most updated Canadian Copyrighted laws and the University Student Code of Conduct.** New College and the University are required to co-operate with law enforcement investigation and internal University investigations including providing network access records.
18. The Resident understands that inappropriate use includes, but is not limited to:
  - a. the illegal downloading and/or distribution of copyrighted materials; This includes but is not limited to videos, literature, publications, and software;
  - b. distribution or publication of offensive or objectionable materials. This includes but is not limited to hate literature, child pornography and/or any threats;
  - c. unauthorized or attempted unauthorized access to other systems and services within the Residence, within the University of Toronto, or across the internet;
  - d. excessive use of Network resources or providing access to Network resources to unauthorized users (e.g. setting up your own personal wired and wireless routers);
  - e. promoting, conducting, or maintaining commercial activities.;
  - f. harassment, intimidation, threats or otherwise inappropriate or disruptive behaviour towards other people or groups.
19. The Resident will not run any of the following server services without prior consent from a New College IT Specialist: DHCP/BOOTP, SMTP, POP, IMAP, WWW, NEWS, TELNET, FTP, SCP, SFTP, SSH and/or Remote Access Servers.