

2023 STUDENT OCCUPANCY LICENCE AGREEMENT



DEPARTMENT OF RURAL HEALTH

TERMS AND CONDITIONS

1. DOCUMENTS THAT COMPRISE THE AGREEMENT

A UONDRH Student Occupancy Licence Agreement (**Agreement**) between you and the University of Newcastle Department of Rural Health (**UONDRH**) is comprised of:

- a) these Terms and Conditions;
- b) the UONDRH Accommodation Standards;
- c) the UONDRH Student Occupancy Licence Agreement Schedule of Charges.

2. ENTERING INTO THE AGREEMENT

You enter into this Agreement when you agree to the terms and conditions online via the UONDRH Placement Portal.

3. DEFINED TERMS

In this document:

Academic Performance means a pass rate of 50% or more for units attempted over two consecutive semesters.

Behavioural Breach means any behaviour related breach of this Agreement, the UONDRH Accommodation Standards and/or Student Conduct Rule during the Term.

Building means the property which forms part of an education institution and, where applicable, its external gardens and grounds.

Business Day means a day on which banks are open for business excluding Saturday, Sundays and public holidays in Sydney, New South Wales.

CCTV means closed circuit television.

Check in Date means 2pm on the date recorded on the UONDRH Placement Portal and/or electronically communicated.

Common Area means any space you may have access to, including the Building, wing or block, kitchen, bathroom, lounge room, laundry facilities, entrance hall, passages, balconies, stairs and lifts (if any) in the Building and the car park (if any) and any other areas of the Building designated from time to time by the UONDRH for common use by Lodgers in the Building.

Credit Card means a credit card or a direct debit VISA or Mastercard.

Check Out Date means 10am on the date recorded on the UONDRH Placement Portal and/or electronically communicated.

Lodger means the person to whom this Agreement applies or other occupants.

Main Door means any door allowing access to your unit from outside, including front door, fire door and balcony door.

Manager means a manager appointed by the UONDRH to manage the accommodation services, as notified by the UONDRH from time to time.

Negative Service Indicator means a note or mark that will appear on your student record where you have an outstanding debt to the UONDRH, and it operates to limit your access to certain University services (e.g. enrolments, graduations, printing an academic transcript) until you have paid the debt.

Payment Default Fee means the amount payable referred to in the UONDRH Student Occupant Agreement Schedule of Charges, which is due and payable in accordance with this Agreement.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Placement means a clinical placement, practicum, internship and any other like form of professional, industrial or vocational experience included in a course or required for a program.

Room means the bedroom located in the Building and, where applicable, includes the Room Furnishings.

Room Fee means the amount outlined in the table of fees in the UONDRH Placement Portal.

Room Furnishings means the furnishings and items provided by the UONDRH for the Room from time to time.

Schedule of Charges means the schedule of charges.

Security means the security firm engaged by the UONDRH from time to time.

Student means a full-time student enrolled at university on placement.

Student Conduct Rule means the University's rule relating to student conduct titled Student Conduct Rule and available on the University's website.

Term means the period from the Check In Date to the Check Out Date, unless terminated earlier in accordance with this agreement.

Trademark means the registered or established common law proprietary rights to the University name, logo, symbols, emblem, sign, mark, and crest, or other marks that contribute to the University's Intellectual Property.

Unauthorised Furniture means any furniture not provided by the UONDRH, including chairs, mattresses, lamps, beanbags, couches, and desks that you bring on campus and into your accommodation or your common area.

UONDRH means the University of Newcastle Department of Rural Health personnel dedicated to the operation and management of University student accommodation in Tamworth, Armidale, Coffs Harbour, Inverell, Moree, Port Macquarie and Taree.

UONDRH Placement Portal means the UONDRH's on-line placement, accommodation and communication system located at <https://newcastle.edu.au/drh-placements>.

UONDRH Accommodation Standards means the UONDRH's standards for the UONDRH accommodation created by the UONDRH and available on the UONDRH website, as amended by the UONDRH from time to time.

University or University of Newcastle means the University of Newcastle.

Utilities means gas (where supplied), water and electricity.

Vacate means to remove all of your possessions from the Room, Building and Common Areas.

4. INTERPRETATION

Unless the contrary intention appears:

- a) the singular includes the plural and vice versa;
- b) all dollar amounts are listed as, and payable in, Australian dollars;
- c) an agreement, representation or warranty:
 - i) in favour of two or more persons, is for the benefit of them jointly and severally; and,

- ii) on the part of two or more persons, binds them jointly and severally;

a reference to:

- d) **this Agreement** in this document or any annexure or schedule to this document is a reference to the Agreement constituted by this document and each of those annexures and schedules; and
- e) a **person** includes the person's executors, administrators, successors and substitutes (including persons taking by novation); and
- f) a **document** includes any variation or replacement of it; and
- g) a **law** includes regulations and other instruments under it and amendments or replacements of any of them; and
- h) a **thing** includes the whole and each part of it collectively and each of them individually; and
- i) a **group of persons** includes all of them collectively, any two or more of them collectively and each of them individually; and
- j) **including** (in any form) or **such as** when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.

5. ELIGIBILITY

It is a condition to this Agreement commencing that:

- a) you have been admitted for full-time study at the University of Newcastle, or a recognised university within Australia, and
- b) you have attained the age of eighteen years, and
- c) you are either:
 - i) an Australian Citizen; or
 - ii) an Australian Permanent Resident (including holders of humanitarian visas); or
 - iii) a New Zealand Resident.

6. TERM

Subject to clause 5, this Agreement commences on the Check In Date listed within your Placement Registration Confirmation Email and/or listed on the UONDRH Placement Portal, and, unless otherwise terminated or extended in accordance with this Agreement, automatically terminates on the Check Out Date.

7. RE-ADMISSION

- a) If you intend to enter into a new UONDRH Student Occupancy Licence Agreement with the UONDRH after the Check Out Date, you must complete a further Placement Registration via the UONDRH Placement Portal.
- b) The UONDRH may at any time decline to:
 - i) consider your registration;
 - ii) offer you accommodation; or
 - iii) permit you to make another registration for accommodation,

for any reason whatsoever, including if you:

- iv) are in breach of this Agreement;
- v) have any outstanding debts to the UONDRH;
- vi) have a history of late fee payments; or

- vii) engage in behaviour that puts you or others at risk of harm
- c) Despite anything to the contrary in this agreement, re-admission is at the absolute discretion of the UONDRH.

8. LICENCE TO OCCUPY

- a) The UONDRH grants to you a licence to occupy the accommodation specified in the UONDRH Placement Portal
- b) During the Placement, the UONDRH permits you to:
 - i) occupy the Room;
 - ii) use the Room Furnishings for their intended purpose;
 - iii) consume the Utilities connected to the Room and Building, in common with other Lodgers in the Building; and,
 - iv) use the Common Areas, in common with other Lodgers in the Building, in accordance with the terms of this Agreement.
- c) You acknowledge that you occupy the Room on licence as a Lodger only and not as a tenant and do not acquire any estate, right or interest in the Room or the Building.

9. ROOM FEE

- a) You agree to pay your Room Fee to the UONDRH by either:
 - i) requesting the total Room Fee be applied, and paying the total sum of the Room Fee for the Term in one payment by the Check In Date; or
 - ii) paying weekly, on or before Saturday, one-week in advance for the duration of the Term
- b) A week in accommodation is billed from Sunday – Saturday each week. Where a stay covers a period which is less than one week, your Room Fee will be charged at the weekly rate.

10. OTHER FEES AND CHARGES

You acknowledge and agree that if you breach any of the obligations in this Agreement, without limiting any other rights of the UONDRH, the UONDRH may issue charges in accordance with the UONDRH's Schedule of Charges.

11. PAYMENT ARRANGEMENTS

- a) The UONDRH will:
 - i) prior to the Check In Date provide you with access to the UONDRH Placement Portal.
 - ii) process your payments made on the UONDRH Placement Portal through a secure payment server; and
 - iii) advise you via the UONDRH Placement Portal once a payment has been processed.
- b) If you elect to pay your Room Fee in advance for the full stay in accordance with clause 9.a)i), payment must be made via the UONDRH Placement Portal using a Credit Card.
- c) If you elect to pay your room fee in weekly instalments in accordance with clause 9.a)ii):
 - i) you must make the payment via the UONDRH Placement Portal using a Credit Card. and you must immediately notify the UONDRH if your credit Card Details change.
- d) Payment of all other fees and charges incurred by you pursuant to this Agreement must be made to the UONDRH via the UONDRH Placement Portal using a Credit Card.

- e) You acknowledge that your Credit Card details are processed by the University's bank and are not retained by the University.
- f) All payments to be made by you under this Agreement must be made without set off or counterclaim.
- g) Unless this Agreement sets out a timeframe for payment, a payment must be made on demand by the UONDRH.

12. GOODS AND SERVICES TAX (GST)

- a) In this clause:
 - i) **GST** means 'GST' as defined in *A New Tax System (Goods and Services Tax) Act 1999*,
 - ii) **Input Tax Credit** means **input tax credit** as defined in section 195-1 of *A New Tax System (Goods and Services Tax) Act 1999*, and
 - iii) **Payment** means the amount of any consideration payable by you for any supply made under or in connection with this Agreement.
- b) In addition to any Payment due under this Agreement, you agree (except where the Payment is expressed to include GST) to pay the UONDRH an amount or amounts equal to any GST which the UONDRH is or becomes liable to pay for any supply made under or in connection with this Agreement.
- c) Despite any other provision of this Agreement, if a Payment due under this Agreement is a reimbursement or indemnification by one party of an expense, loss or liability incurred or to be incurred by the other party, the payment will exclude any amount for which the other party is entitled to claim an Input Tax Credit.

13. OVERDUE ACCOUNTS

If you do not pay any of the amounts due in accordance with this Agreement, the UONDRH may elect to follow the process below:

STEP	ISSUE	ACTION	CONSEQUENCE
1	You do not pay to the UONDRH any of the amounts under this Agreement when they become due and payable.	The UONDRH will send an email requesting payment of the outstanding amounts.	The UONDRH will apply to your account the Payment Default Fee. A Negative Service Indicator will be applied to your University of Newcastle student account (if applicable)
2	You do not pay all outstanding amounts within 14 days of the email being sent to you in Step 1.	The UONDRH will send a letter via email requiring payment of all outstanding amounts.	The UONDRH will apply to your account a further Payment Default Fee. A Negative Service Indicator will remain on your University of Newcastle student account (if applicable)

STEP	ISSUE	ACTION	CONSEQUENCE
3	You do not pay all outstanding amounts within 14 days of the letter being sent to you in Step 2.	The UONDRH may terminate the Agreement by sending a notice to you via email.	<p>You must vacate the Room and the Building as per the notice. The UONDRH will refer any outstanding amounts to the University's financial services division for possible further action.</p> <p>The UONDRH may commence debt recovery action against you for any outstanding amounts.</p> <p>A Negative Service Indicator will remain on your University of Newcastle student account (if applicable). Your academic results may be withheld.</p>

14. STUDENT PERFORMANCE

- a) During the Term, you agree that you will:
- i) maintain a pass rate of 50% or more for units attempted each semester to remain eligible for the accommodation under this Agreement; and
 - ii) comply with the UONDRH's rules regarding student conduct (published on the University's website) including the Student Conduct Rule, as amended from time to time; and
 - iii) comply with the UONDRH Accommodation Standards as amended from time to time.
- b) If there is any change in:
- i) your academic status at the University or you do not meet the academic standard set out in clause 14.a)i); or
 - ii) any of your other circumstances which would affect your ability or eligibility to occupy the Room, you must notify the UONDRH within 3 Business Days of such change.

15. YOUR OBLIGATIONS

- a) You agree that you will comply with:
- i) the terms of this Agreement;
 - ii) the UONDRH Accommodation Standards;
 - iii) the University's rules, regulations and policies implemented or amended by the University from time to time;
 - iv) all laws and authorities in connection with your use and occupation of the Room, Building and/or Common Areas; and
 - v) any direction given by the Manager or other representative of the UONDRH.
- b) You agree that you will complete any training, courses or induction modules regarding living in student accommodation as required by the UONDRH.

16. PROHIBITIONS

You agree that you will not:

- a) damage or destroy anything in the Room, Building and/or Common Areas;

- b) do anything dangerous, noxious, offensive or illegal in the Room, Building and/or Common Areas;
- c) without the UONDRH's approval, keep or use dangerous materials on the Premises;
- d) create any nuisance which, in the UONDRH's opinion, may adversely affect the other occupants of the Building;
- e) use the University's Trademarks (and the logos of each of the residences), except with the prior written consent of the University
- f) negotiate or enter into any agreements on behalf of the UONDRH;
- g) represent, or purport to represent, the UONDRH in any media, except with the prior written consent of the UONDRH;
- h) park or leave an unregistered vehicle at UONDRH accommodation or Education Centres;
- i) leave a vehicle in any part of the Common Areas or in a non-designated area, including any pick up or delivery area;
- j) manufacture, sell, store or use illegal substances;
- k) bring any Unauthorised Furniture or any other item prohibited under this Agreement of the UONDRH Accommodation Standards into the Room, Building or Common Areas; or
- l) assign your rights under this Agreement, or part with or share your right to occupation of the Room.

17. THE UONDRH'S OBLIGATIONS

The UONDRH agrees to:

- a) ensure the Room is vacant and in a reasonable state of cleanliness and repair as at the Check In Date;
- b) ensure that the Building is reasonably secure;
- c) not cause or permit any unreasonable interference with your peace, comfort or privacy, subject to the rights of the UONDRH in this Agreement;
- d) in relation to Utilities and other services:
 - i) pay for the cost of providing the Utilities connected to the Room or the Building;
 - ii) pay for the costs of connection and operation of the internet connection in the Room, Building and Common Areas, where such services are provided by the UONDRH; and
 - iii) ensure that all UONDRH electrical equipment provided in the Room and Building have been tested for safety.

18. THE UONDRH'S RIGHTS

- a) The UONDRH and its authorised representatives may:
 - i) appoint a Manager to manage the accommodation and authorise it to do all things necessary to give effect to the UONDRH's obligations and rights under this Agreement;
 - ii) re-assign you from the Room to an alternative Room which may be in the Building or another building, at the UONDRH's discretion, and your Room Fee will not be reimbursed or reduced in the event of any re-assignment;
 - iii) without prior notice to you, enter the Common Areas or any other parts of the Building (other than the Room) for any purpose including emergency situations, cleaning, attendance to general repairs and maintenance, general inspections and inspections with prospective Lodgers;
 - iv) enter and inspect the Room at any time when it is deemed necessary to:
 - A) protect and maintain UONDRH property;
 - B) ensure the safety and wellbeing of residents; and/or,

- C) facilitate the maintenance of good order and discipline;
- v) immediately and without notice enter the Room or any Common Areas and remove or confiscate any personal item (with or without the involvement of the police) which the UONDRH considers in its discretion to be possibly hazardous or illegal or a risk to health and safety (including any item or a pet that are prohibited under the UONDRH Accommodation Standards), and any such items removed may be held by the UONDRH, the Manager (or other authorised representative of the UONDRH) or given to the police or other authorised government agency to aid in any investigation;
- vi) immediately and without notice remove from the Room, the Building or any Common Areas and dispose of any of the following (with or without the involvement of police):
 - A) unsafe electrical equipment;
 - B) electrical equipment that does not conform to Australian standards;
 - C) double adaptors;
 - D) Unauthorised Furniture
 - E) weapons;
 - F) drug paraphernalia, illegal drugs or other illegal substances;
 - G) any other item that is prohibited under the UONDRH Accommodation Standards; or
 - H) items that the UONDRH considers in its discretion may pose a health and safety risk.
- vii) undertake maintenance, renovations and construction projects in and around the Room, Building and other areas of the grounds of the accommodation.
- b) You agree that any cost or expense incurred by the UONDRH arising from the removal of anything from your Room in accordance with clause 18.a)vi) may be passed onto you.
- c) You agree that the UONDRH is not liable for any damage, theft or loss of any Unauthorised Furniture or other items removed from your Room in accordance with clauses 18.a)v) and 18.a)vi).
- d) You consent to the UONDRH operating and monitoring a CCTV system in and around UONDRH grounds and buildings in accordance with the University's policies and procedures.

19. NOTICE OF ENTRY

- a) Reasonable notice will be provided to you where possible prior to any staff member conducting routine checks in the Room.
- b) No notice is required to be provided to you in the case of an emergency, welfare or safety concern, to remove or dispose of prohibited items, or where entry to your Room is required to respond to a maintenance request.
- c) Without limiting the manner in which the UONDRH or its authorised representatives may give notices to you under this Agreement, the UONDRH may give notice to you by attaching written notice of its proposed entry into the Room on a Common Areas notice board or by sending an email to your University of Newcastle email address or email address provided by you on the UONDRH Placement Portal.

20. SECURITY AND INTERNET

- a) You occupy the Room at your own risk and must ensure the security of your own property.
- b) The UONDRH will provide and maintain locks or other security devices necessary to keep the Building reasonably secure.
- c) You agree to comply with the UONDRH Accommodation Standards regarding safety and security.
- d) You agree to not admit anyone to the Building.

- e) In all matters concerning the security of the Room, the Building or occupants of the Building, you agree to comply with all reasonable directions of the UONDRH, including Security and police or emergency services personnel.
- f) The internet available at the student accommodation is provided free of charge and does not form part of the Room Fee or any other amounts payable under this Agreement.
- g) You acknowledge and agree that the University has security protocols and policies in place regarding access to the internet at the Education Centres and that those protocols and policies apply to your use of the internet at the student accommodation. You must comply with the University's policies regarding information technology and use of the internet at all times.

21. CLEANING

- a) You agree to take reasonable care of the Room and Building and keep them in a clean and tidy state, and in particular, you agree to:
 - i) maintain an acceptable standard of hygiene and general cleanliness in the Room, Common Areas and in the Building, particularly with respect to the kitchen and bathrooms;
 - ii) not put anything down any sink, toilet or drain likely to cause obstruction or damage;
 - iii) remove rubbish daily from the Building into appropriate rubbish receptacles; and,
 - iv) keep the grounds and gardens of the Building tidy and free from rubbish.
- b) Without limiting any other right of the UONDRH, if the UONDRH is of the opinion that you have breached your obligations in clause 21.a), the UONDRH may charge you in accordance with the Schedule of Charges and/or require you to pay the costs of the cleaning, repair or replacement, as the case may be.
- c) You agree to immediately report the presence or suspected presence of pests in the Room or the Building. Should pests be located in the Room or the Building, you must comply with the treatment methods and protocols prescribed by the UONDRH. Failure to do this may result in you being liable to cover the cost of further treatments, which may include relocation, cleaning and/or removal and disposal of furnishings or personal possessions. In such an event you will not be reimbursed by the UONDRH for any disruption, relocation, loss or loss of use of any personal possessions or furnishings.
- d) The UONDRH, the Manager (if applicable) or the UONDRH's authorised representative may undertake cleaning inspections of the Rooms and Building and charges may be imposed if the Room and/or Building does not meet the required standard of cleanliness.
- e) You agree that where, in the UONDRH's opinion, there is a need for the UONDRH to engage a cleaner to clean the Building or Room, then the UONDRH may do so and pass on the costs of the cleaner to you.
- f) You agree that the cleaner has authorised access to the Building to carry out scheduled cleaning routines.
- g) You agree that the cleaner's responsibility is limited to certain specified tasks only and within the Common Areas only and that:
 - i) it is not the cleaner's responsibility to clean internally the refrigerator; and,
 - ii) it is not the cleaner's responsibility to clean the Room.

22. CONDITION ON ARRIVAL AND DEPARTURE

- a) Upon arrival and within seven days of Check In, you must report to the UONDRH any maintenance or damage to your Room, Room Furnishings, Common Areas or Building.
- b) Failure to report in accordance with clause 22.a), you will be taken to have agreed with the UONDRH that:
 - i) all of the Room Furnishings are in the Room; and,

- ii) the Room, Room Furnishings, Common Areas, Building and furnishings, fittings, equipment and other articles in the Building, are clean and in good condition.
- c) At the end of the Term you agree that you will ensure the Room, Room Furnishings, Common Areas and furnishings in the Building are in the same condition they were in as set out upon Check In or subsequent remedy after Check In, subject to fair wear and tear.

23. DAMAGE TO THE ROOM AND ROOM FURNISHINGS

- a) You understand that damage to your Room or Room Furnishings may be subject to disciplinary action under the Student Conduct Rule and/or other consequences under this Agreement.
- b) You agree to pay to the UONDRH the reasonable costs determined by the UONDRH:
 - i) of repairing all damage or loss, in respect of the Room, the Room Furnishings, its fittings, equipment and other articles provided to you by the UONDRH, however that damage or loss is caused;
 - ii) of replacing any Room Furnishings, the Room's fittings, equipment or other articles which in the UONDRH's opinion require replacement as a result of any such damage or loss; and
 - iii) of any administrative costs incurred in relation to clauses 23.a) and 23.b).

24. DAMAGE TO COMMON AREAS

- a) You understand that damage to Common Areas may be subject to disciplinary action under the Student Conduct Rule and/or other consequences under this Agreement.
- b) Where damage or loss occurs, in respect of:
 - i) the Common Areas, or any other part of the Building; or
 - ii) any furnishings, fittings, equipment or other articles provided by the UONDRH in the Common Areas or any other part of the Building; or
 - iii) the property of any other person,as a result of anything which you do or fail or omit to do, you agree to pay the UONDRH the reasonable cost (including any administrative costs) determined by the UONDRH of repairing the damage or loss or replacing the damaged or lost item.
- c) You accept equal responsibility with other Lodger(s) of the Building or shared accommodation (as applicable) and agree to pay the UONDRH equally with those other Lodger(s):
 - i) the cost determined by the UONDRH of repairing the damage or loss to the Common Areas, furnishings, fittings, equipment and other articles provided by the UONDRH however that damage or loss is caused; or
 - ii) the cost of replacing any such furnishings, fittings, equipment or other articles which in the UONDRH's opinion require replacement as a result of any such damage or loss,where the UONDRH is not entitled to recover those costs from any other person or the person responsible cannot be identified using reasonable efforts.

25. RESPONSIBILITY FOR DAMAGE

- a) You understand that damage caused may be subject to disciplinary action under the Student Conduct Rule and/or other consequences under this Agreement.
- b) Damage and loss for which you are responsible under this Agreement includes damage or loss arising from:
 - i) an unintentional, accidental or negligent act or failure to act;
 - ii) any act or failure to act;

- iii) theft; or
- iv) misuse of any item of furnishings, fittings, equipment or other articles including wrongful discharge of fire-fighting appliances, extinguishers, sprinklers or alarms,
except to the extent arising from the UONDRH's negligence.

26. REPORTING DAMAGE

You agree to promptly report any damage and loss of which you are aware to the UONDRH via:

- a) the UONDRH Placement Portal;
- b) UONDRH staff; or
- c) if urgent and outside of normal office hours, to Security.

27. CHARGES FOR MISUSE, DAMAGE OR LOSS

- a) If you:
 - i) need to be let into your Room on more than one occasion;
 - ii) have lost or damaged a security device (including keys) and require a replacement;
 - iii) are found to have tampered with fire safety equipment;
 - iv) are found to be in possession of unauthorised and/or untagged electrical equipment in your Room;
 - v) are found to have jarred or propped your accommodation Main Door open and left the accommodation unattended, or you fail to close an accommodation Main Door that was left open by another Student;
 - vi) are found to have left a physical obstruction in a doorway, hallway or in front of a fire exit;
 - vii) are found to have triggered a fire alarm without due cause; or
 - viii) are found to have damaged or vandalised facilities,you will be issued a notice via email for the payment of the relevant charge amount set out in the Schedule of Charges.
- b) Any amount charged to you under this clause, or any other charge set out in the Schedule of Charges, must be paid using the UONDRH Placement Portal within 14 days of receipt.

28. REPAIRS AND ALTERATIONS

The UONDRH or its contractors will undertake all repairs and alterations.

29. CONSTRUCTION AND MAINTENANCE

- a) You acknowledge there are or may be new and ongoing refurbishment maintenance, renovation and construction projects taking place in and around the Room, Building and other areas of the grounds of the UONDRH. Such works will typically take place during regular business hours, but may begin earlier or extend into evenings or weekends.
- b) The UONDRH will take measures to ensure that prudent construction practices are followed, but there may be noise, dust, and temporary disruption to some services.
- c) The UONDRH is not in breach of this Agreement, as a result of such works, and there will be no compensation or reduction to your fees payable under this Agreement or any right to terminate this Agreement due to disruption and/or relocation as a result of such works.

- d) If the UONDRH is unable to fulfil an obligation under this Agreement as a result of an event or circumstance which is outside its control, or is necessarily due to building construction, maintenance, renovation, or refurbishment works that must be undertaken by the UONDRH or Manager, it will not be:
 - i) in breach of a condition of this Agreement; or
 - ii) liable for costs, damages, expenses and/or losses incurred, as a result of its failure to fulfil that obligation.
- e) In the event that building construction, maintenance, renovation, or refurbishment works affect the student's living circumstances, the UONDRH or Manager may elect to relocate you to alternative accommodation within the UONDRH's facilities.

30. BREACHES OF THIS AGREEMENT

- a) Without limiting its other rights under this Agreement, the UONDRH is entitled to withhold from you any or all academic results and is entitled to prohibit graduation, further enrolment and the issue of transcripts until you remedy any breach of your obligations under this Agreement.
- b) You must pay any legal costs and other expenses which the UONDRH incurs in connection with any breach by you of your obligations under this Agreement, such amounts to be paid when requested by the UONDRH to do so.

31. TERMINATION FOR CONVENIENCE

- a) Either you or the UONDRH may terminate this Agreement at any time prior to 14 days before the Check In Date for any reason.
- b) If this Agreement is terminated in accordance with clause 31.a), the UONDRH will:
 - i) not charge you a Termination Fee; and
 - ii) refund to you any Room Fees already paid.

32. EARLY TERMINATION BY YOU

- a) If you wish to terminate this Agreement before the Check Out Date, you may do so by providing 14 days' written notice to the UONDRH in a form reasonably required by the UONDRH.
- b) If you provide the written notice required in clause 32.a) then this Agreement will terminate 14 days from when you provide the notice to the UONDRH (**Early Termination Date**).
- c) The UONDRH is not required to refund Room Fees paid in advance if you terminate this Agreement.
- d) On or before the Early Termination Date, you must pay the Payment Default Fee as well as two weeks Room Fee.

33. TERMINATION BY UONDRH

- a) If:
 - i) you breach any of your obligations under this Agreement and the breach is, in the UONDRH's reasonable opinion, not capable of remedy;
 - ii) you breach any of your obligations under the University's rules, policies or procedures and the breach is, in the UONDRH's reasonable opinion, a material breach or not capable of remedy;
 - iii) the UONDRH considers that the continued occupation of the Room by you poses a threat to the safety, welfare or quiet enjoyment of the other Lodgers in the Building or the community;
 - iv) you fail to enrol as a Student of the University within 28 days of taking occupancy;
 - v) you fail to comply with any directions given by the Deputy Vice Chancellor (Academic); or

- vi) you cease to be a Student whether by means of any alteration of enrolment status or otherwise, then the UONDRH or its authorised representative may terminate this Agreement immediately by notice in writing to you.
- b) If you breach any of your obligations under this Agreement (with the exception of overdue payments, which are addressed in clause 13) and the breach is capable of remedy, the UONDRH, the Manager or its authorised representative may terminate this Agreement immediately by notice in writing to you if you have failed to remedy the breach within 7 days of receipt of written notice from the UONDRH stipulating the breach and requiring it to be remedied.
- c) If this Agreement is terminated in accordance with this clause 33, you must pay the Administration Default Fee as determined by the UONDRH.
- d) The UONDRH's right to terminate this Agreement for breach by you is in addition to any other rights the UONDRH may have arising from such breach.

34. END OF TERM

- a) On the Check Out Date or earlier termination of this Agreement, you agree to:
 - i) Vacate the Room; and
 - ii) leave the Room clean and in a state fit for immediate use and occupancy.
- b) If you Vacate on any day other than a Business Day, you must for the purposes of calculation of the Room Fee and subject to the UONDRH having taken possession of the Room and facility key(s), be deemed to have Vacated on the Check Out Date.
- c) You are responsible for all Room and facility key(s) and other items on loan to you until they have been delivered to the possession of the UONDRH. If you fail to return all security devices (including keys) assigned to you on departure, then the relevant replacement charges as set out in the Schedule of Charges will be immediately applied to your account. If returned within seven days of departure, the relevant replacement charges may be reversed.
- d) By 10am on the Check Out Date or earlier termination of this Agreement, you must return the Room and facility key(s) to the UONDRH.
- e) You agree that the Room Fee and any other payments due under this Agreement will continue to be payable at weekly rate calculated Sunday – Saturday each week, until the Room and facility key(s) are delivered by you to the possession of the UONDRH in accordance with this Agreement.
- f) You agree that if you do not comply with the provisions of this clause 34 then in addition to any other costs, you must pay for the UONDRH's costs arising from a failure to Vacate including the cost of providing a hotel and meals for any incoming resident scheduled to take possession of the Room after the Check Out Date.
- g) The UONDRH may remove you and other persons and property and use such force and assistance as deemed reasonable and necessary.
- h) If you and/or your possessions remain in the Room, Building and/or Common Areas after the Check Out Date or earlier termination, and this Agreement is not extended, no new right of occupation is created and the UONDRH has the right to re-enter and take possession of the Room.

35. INSPECTION ON TERMINATION

- a) On the Check Out Date or earlier termination of this Agreement, a representative of the UONDRH may carry out an inspection of the Room and Building against the records at the Check In Date.
- b) Any loss or damage or variance from the Check In Date will be noted by the UONDRH and the cost of rectifying any such loss or damage must be paid by you (subject to reasonable wear and tear).
- c) Any amount due to the UONDRH pursuant to this clause 35 may be directly charged to you.

36. ABANDONED PROPERTY

- a) Any of your possessions remaining in the Room, Building and/or Common Areas:
 - i) after the Check Out Date or earlier termination; or
 - ii) at any other time if the UONDRH has not received a response within 7 days of issuing a notice to you in relation to those possessions,then those possessions will be treated as abandoned and the UONDRH may remove and dispose of those possessions without compensation to you.
- b) The UONDRH is under no obligation to store your possessions or to sell them or otherwise recover their value.

37. PERSONAL INFORMATION

By entering into this Agreement you consent to the UONDRH:

- a) collecting your Personal Information, within the meaning of that expression in the *Privacy and Personal Information Protection Act 1998* and the *Health Records and Information Privacy Act 2002*, in the administration of this Agreement;
- b) sharing your Personal Information with staff or contractors (including security personnel) of the UONDRH for any purposes under this Agreement;
- c) using and publishing your name, photograph and/or video footage taken of you, both in hard copy and electronically, in UONDRH promotional materials regarding student accommodation; and
- d) the Manager or authorised representative contacting your emergency contact person(s) recorded by you in the UONDRH Placement Portal, at the UONDRH's discretion, in the event of any emergency or concern for your welfare.

38. NOTICES

- a) Without limiting the manner in which the UONDRH may give a notice to or otherwise communicate with you, any notice which the UONDRH wishes to give to you under this Agreement:
 - i) will be taken to be properly given if it is served personally on you or left for you at the Room addressed to you;
 - ii) may be given by an authorised representative of the UONDRH, including but not limited to the Manager;
 - iii) may be sent to your University of Newcastle Email Address and/or to the email address registered by you via the UONDRH Placement Portal.
- b) Where a notice is to be given by you to the UONDRH, unless otherwise expressly specified, it is to be provided to the address provided by you via the UONDRH Placement Portal or such other address notified to you by the UONDRH from time to time.
- c) The UONDRH may issue all correspondence to you regarding the Room Fee and all other fees and charges (including amounts under clause 13) to:
 - i) the email address registered by you at the time of application; and/or
 - ii) any other email address provided by you via the UONDRH Placement Portal; and/or
 - iii) Your University of Newcastle Email Address.

39. LEGISLATION

- a) The Room licensed to you in this Agreement is part of the UONDRH, and this Agreement is exempt from the provisions of the *Residential Tenancies Act 1987*(NSW) and you expressly waive the benefit of the provisions of that Act.

- b) Despite the provisions of Part 4 of the *Civil Liability Act 2002* (NSW), you acknowledge that you are solely responsible for and indemnify the UONDRH in respect of any loss, damage, cost, claim, expense or proceeding suffered or incurred by the UONDRH arising out of or in connection with any breach of this Agreement or negligent act or omission on the part of you or your invitees.

40. NO WAIVER

If the UONDRH:

- a) accepts the Room Fee or any other money on any account (before or after termination); or
- b) fails to exercise or delays exercising any right under this Agreement;
- c) gives any concession or indulgence to you; or
- d) attempts to mitigate its loss,

it is not a waiver of any breach or of the UONDRH's rights under this Agreement.

41. JURISDICTION

This Agreement is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New South Wales and all courts of appeal from those courts.

42. AMENDMENTS

- a) Any amendment to this Agreement must be agreed by both you and the UONDRH in writing via correspondence.
- b) The UONDRH Accommodation Standards may be amended by the UONDRH at any time.
- c) If the UONDRH wishes to amend the UONDRH Accommodation Standards during the Placement, it will provide notice of the amendment(s) to you via email in accordance with clause 38(a)(iii). Such notice is considered to be given and received 4 hours after the time sent (as recorded on the device from which the sender sent the email).

43. PRECAUTIONARY ACTION

- a) You agree that if it is alleged that you have committed a criminal offence or serious breach of this Agreement or University rule/policy, then the UONDRH may take precautionary action pending the outcome of criminal or disciplinary proceedings, including:
 - i) moving you to an alternative Room or Building;
 - ii) excluding you from certain Buildings and/or activities; or
 - iii) suspending you from UONDRH accommodation.
- b) No demands or claims can be made against the UONDRH (including claims for refunds of Room Fees or other amounts) in relation to any action taken by the UONDRH under clause 43.a).
- c) Any precautionary action taken under this clause 43 does not preclude the UONDRH from taking any action under the Student Conduct Rule, imposing a charge under the Schedule of Charges or taking any other action under this Agreement.