Student occupancy agreement

UON Student Living

The University of Newcastle (University)
The person described in Item 1 (You)
# Student occupancy agreement

## UON Student Living

### Agreed terms

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Date

IMPORTANT NOTE: THIS IS A LEGAL DOCUMENT. IF YOU DO NOT UNDERSTAND
ANY PART OF THIS DOCUMENT YOU SHOULD ASK FOR AN EXPLANATION OR
SEEK ADVICE FROM AN INDEPENDENT SOLICITOR.

Parties

Name
The University of Newcastle
ABN
15 736 576 735
Short form name
University
Notice details
Telephone 02 4985 4116
Email: Jennifer.smith@newcastle.edu.au
Attention Jennifer Smith

Name
The person described in Item 1
Short form name
You
Notice details
See Item 1

Background

A The University owns the Building.
B You are a Student and wish to occupy the Room in the Building and use the Common Areas.
C The University agrees to allow you to occupy and utilise the Room and Building on the terms of
this agreement.
1. Defined terms & interpretation

1.1 Defined terms

In this document:

**AA** means the accommodation assistant who is the University's supervisor of the Building.

**Academic Performance Standard** means the standard of academic performance specified by the University, being no more than one fail or withdraw per semester.

**Accommodation Portal** means the University's on-line payment facility at [http://accommodation.newcastle.edu.au](http://accommodation.newcastle.edu.au).

**Administration Default Fee** means the amount payable referred to in Item 14.

**Building** means the property described in Item 3 which forms part of an education institution and, where applicable, its external gardens and grounds.

**Commencement Date** means 9am on the date specified in Item 5.

**Common Area** means any space you may have access to including, but not limited to, the Building, wing or block, including but not limited to the 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 University for common use by lodgers in the Building.

**Community Levy** means the amount set out in Item 10 being for the provision of social, academic and pastoral support for the student residential community.

**Credit Card** means a valid VISA or MasterCard or other type of credit card as nominated by the University from time to time.

**Expiry Date** means 12 noon on the date specified in Item 6.

**Item** means an Item in the Information table to this agreement.

**Lodger** means the person described in Item 1 and where the context permits, includes your person's invitees.

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

**Offer of Accommodation** means the offer of accommodation provided to you specifying the Building, lifestyle and catering options that the University has offered to you.

**Processing Fee** means the administration fee payable by you to the University for processing your application.

**Room** means the bedroom described in Item 4 located in the Building and, where applicable, includes the Room Furnishings.

**Room Deposit** means the amount referred to in Item 8.

**Room Fee** means the amount referred to in Item 7.

**Room Furnishings** means the furnishings and items provided by the University for the Room from time to time.
Room Inventory Form means the form completed by you when you take occupation of the Room showing the condition of the Room and Room Furnishings as at the Commencement Date.

Rules means the University's rules of the student living precinct created by the University and as varied or added to by the University in accordance with this agreement.

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

Semester One means the period noted as Semester One in Item 15(a).

Semester Two means the period noted as Semester Two in Item 15(b).

Single Occupancy Fee means the fee payable for a shared room if there is only one occupant.

Single Semester Administration Fee means the amount payable referred to in Item 11.

Student means a part time or full time student enrolled at the University.

Student Misconduct Rules means the University's rules from time to time relating to academic and non-academic student conduct.

Summer Vacation Period means the period set out in Item 16.

Summer Vacation Period Room Deposit means the amount referred to in Item 12.

Term means the period from the Commencement Date to the Expiry Date, unless terminated earlier in accordance with this agreement.

Termination Fee means the termination fee calculated in Item 9.

University Cashiers means the cashiers located within the Commonwealth Bank Building on the Callaghan Campus and the Student Hub at the Ourimbah Campus.

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

1.2 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;
(d) a reference to:
   (i) 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
   (ii) a person includes the person's executors, administrators, successors and substitutes (including persons taking by novation); and
   (iii) a document includes any variation or replacement of it; and
   (iv) a law includes regulations and other instruments under it and amendments or replacements of any of them; and
(v) a thing includes the whole and each part of it collectively and each of them individually; and

(vi) a group of persons includes all of them collectively, any two or more of them collectively and each of them individually; and

(vii) the president of a body or Authority includes any person acting in that capacity; and

(viii) Guarantor is a reference to all of the persons named as Guarantor jointly and each of them severally. An agreement, representation, warranty or indemnity on the part of the Guarantor binds the persons named as Guarantor jointly and each of them severally; and

(e) 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.

2. Occupation rights

2.1 Occupation rights

(a) You acknowledge that you have read and accepted the terms of the Offer of Accommodation.

(b) The University grants to you a licence to occupy the accommodation specified in this agreement for the Term.

(c) During the Term, the University 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, in common with other lodgers in the Building, the Common Areas, in accordance with the terms of this agreement.

(d) You agree to abide by the terms of the Offer of Accommodation and this agreement.

(e) 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 other than as a lodger under this agreement.

3. Term

You acknowledge that this agreement is for the Term, commencing on the Commencement Date and unless otherwise terminated or extended in accordance with this agreement, terminating on the Expiry Date.

4. Eligibility and student performance

4.1 Eligibility for accommodation

(a) You agree that it is a condition precedent to this agreement commencing that:

(i) you have executed a copy of this agreement;
(ii) you have paid the Room Fee Deposit, Community Levy and Processing Fee to the University;

(iii) you have been accepted for full-time or part-time study at the University or the Hunter Institute of TAFE (Ourimbah) throughout the time that it occupies the Room; and

(iv) you are either:

(A) an Australian resident, that has attained or will attain the age of eighteen years in the current calendar year; or

(B) an international student, that is eighteen years of age at the time of application in accordance with Australian visa requirements.

(b) This agreement is binding on you when you execute the agreement.

(c) This agreement is binding on the University when the conditions precedent in clause 4.1(a) have been satisfied by you, whether or not the University executes the agreement.

4.2 Student performance

(a) During the Term, you must:

(i) maintain the Academic Performance Standard specified by the University to remain eligible for the accommodation under this agreement;

(ii) comply with the Student Misconduct Rules as notified to you from time to time; and

(iii) comply with any directions given by the Deputy Vice Chancellor (Academic) in relation to the Student Misconduct Rules.

(b) Without limiting the University's rights under this agreement, if there is any change in:

(i) in your academic status at the University or it does not meet the Academic Performance Standard; or

(ii) any of your other circumstances which would affect your ability or eligibility to occupy the Room,

you must notify the University and/or Manager (if appointed) within three business days of such change.

5. Payments

5.1 Room Deposit

(a) You must pay the Room Deposit when you enter into this agreement.

(b) Subject to clauses 5.1(c) and (d) below, the University will hold the Room Deposit for the duration of this agreement.

(c) The University may either withhold or apply, or both, all or any part of the Room Deposit towards any monies owed by you to the University under this agreement including, but not limited to:

(i) any unpaid part of the Room Fee or other unpaid charges, fees, fines, costs or amounts;

(ii) replacement of any locks or non-returned security devices (including keys);
(iii) the reasonable costs of carrying out any repairs to or cleaning of the Room or the Building;

(iv) any additional charges payable because you have left the accommodation early (except when clause 16 applies);

(v) any additional charges payable by you as a result of you breaching condition of this agreement; or

(vi) any unpaid Termination Fee, for which you may be responsible under this agreement. Without limiting the above, the University may also withhold or apply, or both, all or any part of the Room Deposit towards any monies owed by you to the University for any unpaid student fees.

(d) The Room Deposit or any balance of the Room Deposit remaining at the end of the Term (subject to clauses 5.1(c)), will be refunded to you:

(i) if you nominate an Australian bank account, within 28 days;

(ii) if you nominate an international bank account, within 56 days; or

of the Expiry Date or earlier termination of this agreement, by way of electronic funds transfer to your account nominated at Item 13 or if no nomination is made to the Credit Card that is used to pay the Room Deposit within 28 days of the Expiry Date or earlier termination.

(e) The parties acknowledge that no interest is payable by the University on the Room Deposit.

5.2 Room Fee

(a) You must pay the Room Fee to the University by either:

(i) paying the total sum of the Room Fees for the Term in one payment by the Commencement Date.

(ii) paying it fortnightly in advance for the duration of the Term in accordance with the University's fortnightly payment schedule.

(b) Where the Room Fee payment specified in clause 5.2(a) contains a period which is less than one week, the Room Fee will be apportioned for that period which is less that one week on a daily rate.

5.3 Other fees and charges

You must pay to the University:

(a) the Community Levy in one payment when you enter into the agreement;

(b) the Single Semester Administration Fee in one payment when you enter into the agreement, if you will only occupy the Room for either Semester One or Semester Two, but not both; and

(c) all other charges, fees and fines incurred by you pursuant to this agreement.

5.4 Notification payment due

The University may issue all correspondence to you regarding the Room Fee, Community Levy, Single Semester Administration Fee and all other charges, fees and fines to your NU email address set out in Item 1.
5.5 **Direct debit form**

You must prior to the Commencement Date complete and provide the University by via the Accommodation Portal a direct debit authority in favour of the University. The direct debit account must be with a financial institution in Australia. You must immediately notify the University if your debit details change.

5.6 **Method of payment**

(a) If you elect to pay the Room Fee:

(i) for the Term in accordance with clause 5.2(a)(i), then payment must be made by you via the Accommodation Portal, using a Credit Card; or

(ii) in instalments in accordance with clause 5.2(a)(ii), then payment of the Room Fee must be by way of direct debit payable from your account referred to in clause 5.5.

(b) The Room Deposit, Community Levy and Single Semester Administration Fee payments must be made by you via the Accommodation Portal, using a Credit Card.

(c) If the Accommodation Portal facilitates payment, all other charges, fees and fines incurred by you pursuant to this agreement must be made to the University via the Accommodation Portal using Credit Card. If the Accommodation Portal does not facilitate payment, you must pay the outstanding amount to the University in cash, cheque or EFTPOS to the University Cashier.

(d) You acknowledge that your Credit Card details are processed by the University's bank and are not retained by the University.

5.7 **GST**

(a) In this clause 5.7:

GST means ‘GST’ as defined in *A New Tax System (Goods and Services Tax) Act 1999*.

Input Tax Credit means input tax credit as defined in section 195-1 of *A New Tax System (Goods and Services Tax) Act 1999*.

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 must (except where the Payment is expressed to include GST) pay the University an amount or amounts equal to any GST which the University 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 shall exclude any amount for which the other party is entitled to claim an Input Tax Credit.

5.8 **Overdue accounts**

(a) If you do not pay any of the payments required pursuant to this clause 5, without limiting any of the University's rights, the University may at its discretion, elect to follow the process below:

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<tr>
<th>Step</th>
<th>Issue</th>
<th>Action</th>
<th>Consequence</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>You do not pay to the University any of the payments under this</td>
<td>The University will send you an email, to your NU email</td>
<td>The University will apply Administration Default</td>
</tr>
<tr>
<td>Step</td>
<td>Issue</td>
<td>Action</td>
<td>Consequence</td>
</tr>
<tr>
<td>------</td>
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<td>-------------</td>
</tr>
<tr>
<td>1.</td>
<td>You do not pay all outstanding amounts required pursuant to Step 1 above within 14 days of the email being sent to you in Step 1.</td>
<td>The University will send you a letter requesting payment of all outstanding amounts.</td>
<td>The University will apply to your account a further Administration Default Fee.</td>
</tr>
<tr>
<td>2.</td>
<td>You do not pay all outstanding amounts required pursuant to Step 1 above within 14 days of the email being sent to you in Step 1.</td>
<td>The University will send you a letter requesting payment of all outstanding amounts.</td>
<td>The University will apply to your account a further Administration Default Fee.</td>
</tr>
<tr>
<td>3.</td>
<td>You do not pay all outstanding amounts required pursuant to Steps 1 and 2 above within 14 days of the letter being sent to you in Step 2.</td>
<td>The University may terminate the agreement in accordance with the provisions of clause 18.</td>
<td>The University may refer any outstanding amounts to the University’s financial services division for possible further action, including those actions set out under clause 18.2(b). The University may commence debt recovery action against you for any outstanding amounts.</td>
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### 5.9 Payment terms
All payments to be made by you under this agreement must be made without set off or counterclaim. Unless this agreement sets out a timeframe for payment, a payment must be made on demand by the University.

### 6. Your rights and obligations

#### 6.1 Compliance
You must comply with:

(a) terms of this agreement; and  
(b) all laws and authorities in connection with your use and occupation of the Room, Building and/or Common Areas; and  
(c) any reasonable direction of the AA, Manager or other authorised representative of the University.

#### 6.2 Rules
You must comply with the Rules and any other regulations or policies implemented by the University from time to time and notified to you. You acknowledge that any Rules form part of and are deemed to be incorporated into this agreement. In the event of an inconsistency between the Rules and this agreement, this agreement will prevail.
6.3 **Prohibitions**
You must 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 University's approval, keep or use dangerous materials on the Premises;
(d) create any nuisance which, in the University's reasonable opinion, may adversely affect the other occupants of the Building; or
(e) leave a vehicle in any part of the Common Areas which is not designated for parking, including but not limited to any pick up or delivery area.

7. **University's obligations and rights**

7.1 **University's obligations**
The University will:

(a) ensure the Room is vacant and in a reasonable state of cleanliness and repair as at the Commencement Date;
(b) ensure that the Building is reasonably secure;
(c) not cause or permit any unreasonable interference with the your peace, comfort or privacy, subject to the rights of the University 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 University's telephone service in the Room and internet connection in the Common Areas, where such services are provided by the University;
   (iii) ensure that all University electrical equipment provided in the Room and Building have been tested for safety.

7.2 **University rights**
The University or its authorised representatives may:

(a) appoint a Manager and/or an AA to manage the accommodation and authorises it to do all things necessary to give effect to the University's obligations and rights under this agreement;
(b) re-assign you from the Room to an alternative room of the same room type which may be in the Building or another building, at the University's discretion. Your Room Fee will not be reimbursed or reduced in the event of any re-assignment;
(c) without prior notice to you, enter the Common Areas or any other parts of the Building (other than the Room) for any purpose including but not limited to emergency situations, cleaning, attendance to general repairs and maintenance, general inspections and inspections with prospective lodgers;
(d) enter and inspect the Room at any time when it is deemed necessary to:
   (i) protect and maintain the University property; and/or
   (ii) ensure the safety and wellbeing of residents; and/or
(iii) facilitate the maintenance of good order and discipline.

Reasonable notice will be provided where possible prior to any staff member conducting routine checks. No notice is required to be provided in the case of an emergency;

(e) enter the Room or any Common Areas and remove or confiscate any personal item which is deemed to be possibly hazardous or illegal. Such items removed may be held by the University, the Manager or given to the police or other authorised government agency to aid in any investigation.

(f) without limiting the manner in which the University or its authorised representatives may give notices to you under this agreement, give notice to you pursuant to clause 7.2(d) by attaching written notice of its proposed entry into the Room on a Common Areas notice board;

(g) immediately and without notice remove from the Room or the Building any:

(i) unsafe electrical equipment;

(ii) electrical equipment that does not conform to Australian standards; or

(iii) double adaptors.

(h) undertake maintenance, renovations and construction projects in and around the Room, Building and other areas of the grounds of the University.

8. No dealings with Room

You must not assign its rights under this agreement or part with or share its right to occupation of the Room.

9. Security

(a) You occupy the Room at your own risk and must ensure the security of your own property. The University agrees to provide and maintain locks or other security devices necessary to keep the Building reasonably secure.

(b) You must comply with the Rules regarding safety and security.

(c) You must not admit anyone to the Building unless that person is your personal guest.

(d) In all matters concerning the security of the Room, the Building or occupants of the Building, you must comply with all reasonable directions of the University, including Security and police or emergency services personnel.

10. Cleaning

(a) You must take reasonable care of the Room and Building and keep them in a clean and tidy state, and in particular, you must:

(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 University, if the University is of the opinion that you have breached your obligations in clause 10(a), then the University reserves the right to either fine you in accordance with the University's schedule of fines or require you to pay the costs of the cleaning, repair or replacement, as the case may be.

(c) You must 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 University. 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 University for any disruption, relocation, loss or loss of use of any personal possessions or furnishings.

(d) If you continue to fail to comply with the provisions of clause 10(c), the University may terminate this agreement.

(e) The University, the Manager (if applicable) or the University's authorised representative may undertake cleaning inspections of the Rooms and Building and fines may be imposed if the Room and/or Building does not meet the required standard of cleanliness.

(f) You acknowledge that where, in the University's opinion, there is a need for the University to engage a cleaner (Cleaner) to clean the Building or Room then the University may do so and pass on the costs of the Cleaner to you.

(g) You acknowledge that Cleaner has authorised access to the Building to carry out scheduled cleaning routines on a one day per week basis. Further, you acknowledge 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.

11. Meals

If you are a resident in a catered Building, and will not live in the Room for a period of time during the Term, you may apply for a meal rebate in accordance with the Rules.

12. Accommodation Portal

The University will:

(a) prior to the Commencement Date, provide you with access to your Accommodation Portal;

(b) make available the Accommodation Portal 24 hours per day, 7 days per week;

(c) process your payments made on the Accommodation Portal through a secure payment server;

(d) advise you via the Accommodation Portal once a payment has been processed.

13. Damage

13.1 Condition on arrival and departure

(a) You must complete and lodge with the University a Room Inventory Form at the time of check-in, directly to the University's accommodation reception office.
(b) Unless the inventory lodged with the University in accordance with clause 13.1(a) states that any item of Room Furnishings is missing or that there is existing damage to any part of the Room, Room Furnishings, Common Areas or furnishings in the Building, you will be taken to have acknowledged to the University 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 must return the Room, Room Furnishings, Common Areas and furnishings in the Building to the condition they were in as set out in the Room Inventory Form, subject to fair wear and tear.

13.2 Damage to the Room and Room Furnishings

You must pay to the University the reasonable costs determined by the University:

(a) of repairing all damage or loss occurring during your occupancy of the Room, in respect of the Room, the Room Furnishings, its fittings, equipment and other articles provided by University, however that damage or loss is caused;

(b) of replacing any Room Furnishings, the Room's fittings, equipment or other articles which in the University's opinion require replacement as a result of any such damage or loss;

(c) of any administrative costs incurred in relation to clauses 13.2(a) and (b).

13.3 Damage to Common Areas caused by you

(a) Where damage or loss occurs, during your occupancy of the Room, 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 University 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 may do or fails or omits to do, you must pay the University the reasonable cost (including any administrative costs) determined by the University of repairing the damage or loss or replacing the damaged or lost item.

(b) You accept equal responsibility with other lodger(s) of the Building and must pay the University equally with those other lodger(s) the cost determined by the University of repairing the damage or loss to the Common Areas, furnishings, fittings, equipment and other articles provided by the University however that damage or loss is caused, or the cost of replacing any such furnishings, fittings, equipment or other articles which in the University's opinion require replacement as a result of any such damage or loss, where the University is not entitled to recover those costs from any other person or the person responsible cannot be identified using reasonable efforts.

13.4 Responsibility for damage by guest and other causes

For the sake of clarity, damage and loss for which you are responsible under this agreement includes, but is not limited to damage or loss arising from:

(a) an unintentional, accidental or negligent act or failure to act;

(b) any act or failure to act by your guest or invitee;

(c) theft; or
13.5 Reporting damage
You must promptly report any damage and loss of which is aware to the University via:
(a) the Accommodation Portal;
(b) University staff; or
(c) if urgent and outside of normal office hours, to Security.

13.6 Repairs and alterations
The University or its contractors will undertake all repairs and alterations.

14. 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 University.
(b) Such works will typically take place during regular business hours, but may begin earlier or extend into evenings or weekends. The University 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 University 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 University is unable to fulfil an obligation under this agreement as a result of an event or circumstance or act of God which is outside its control, or is necessarily due to building construction, maintenance, renovation, or refurbishment works that must be undertaken by the University or Manager, it will not be:
   (a) in breach of a condition of this agreement; or
   (b) liable to the student 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 University or Manager, in its absolute discretion, will use its best endeavours to relocate the student to alternative accommodation within the University's facilities.

15. Dispute resolution
If:
(a) the University issues a fine in accordance with clause 18.3 and you wish to appeal the fine; or
(b) there are any other disputes which arise under this agreement,
then an appeal must be made in accordance with the process described in the University’s accommodation services appeal procedure adopted by the University from time to time.
16. Termination by you

16.1 Early Termination by you

(a) If you wish to terminate this agreement, you may do so by providing two weeks' written notice to the University in a form reasonably required by the University.

(b) If you provide the written notice required in clause 16(a) then this agreement will terminate two weeks from when you provide the notice to the University (Early Termination Date). The University is not required to refund the Community Levy or the Processing Fee.

(c) Subject to 5.1(c), on the Early Termination Date, you must pay the Termination Fee at Item 9.

(d) Subject to 5.1(c), the University will refund the Room Deposit on the Early Termination Date. The University will not refund the Community Levy, the or the Processing Fee.

(e) If you share the Room, when providing written notice pursuant to clause 16.1(a), you must also provide written evidence that you provided reasonable notice to your roommate of your intention to terminate.

16.2 Roommate termination

You acknowledge that if the Room is a shared room, and your roommate terminates their licence, then you will be required to pay the Single Occupancy Fee from the date of their departure. The University may, in its discretion, require you to increase the amount of your Room Deposit to reflect the increased fee.

17. End of Term

17.1 Checking out

(a) On the Expiry Date or earlier termination of this agreement you must vacate the Room immediately and leave the Room clean and in a state fit for immediate use and occupancy. Vacating means removing all of your possessions from the Room, Building and Common Areas.

(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 University having taken possession of the Room and facility key(s), be deemed to have vacated on the following business day.

(c) You are responsible for all Room and facility key(s) and other items on loan to it until they have been delivered to the possession of the University.

(d) By 12 noon on the Expiry Date or earlier termination of this agreement, you must return the Room and facility key(s) to the University.

(e) You acknowledge that the Room Fee and any other payments due under this agreement will continue to be payable at a pro-rata rate until the Room and facility key(s) are delivered by you to the possession of the University in accordance with this agreement.

(f) You acknowledge that if it does not comply with the provisions of this clause 17.1 then in addition to any other costs, you must pay for the University's costs arising from a failure to vacate including but not limited to the cost of providing a hotel and meals for any incoming resident to in scheduled to take possession of the Room after the Expiry Date.

(g) If any you and/or you possessions remain in the Room, Building and/or Common Areas after the Expiry Date or earlier termination, and this agreement is not extended, no new
right of occupation is created the University has the right to re-enter and take possession of the Room.

(h) Upon vacating the Room, you must ensure that all telephone and internet service connections have been cancelled to allow an incoming lodger to establish a new accounts/connections.

17.2 Inspection on termination

(a) On the Expiry Date or earlier termination of this agreement, a representative of the University will carry out one inspection of the Room and Building against the Room Inventory Form completed by you at the Commencement Date.

(b) Any loss or damage or variance from the Room Inventory Form will be noted by the University and the cost of rectifying any such loss or damage must be paid by you subject to reasonable wear and tear. Any amount due to the University pursuant to this clause may be deducted from Room Deposit in accordance with clause 5.1(c) or may be directly charged to you.

17.3 Abandoned property

Any possessions remaining in the Room, Building and/or Common Areas:

(a) after the Expiry Date or earlier termination; or

(b) at any other time if the University 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 University may remove and dispose of those possessions without compensation to you. The University is under no obligation to store your possessions or to sell them or otherwise recover their value.

18. Breach

18.1 Termination by University

(a) If you breach any of your obligations under this agreement and the breach is capable of remedy, the University, 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 University stipulating the breach and requiring it to be remedied.

(b) If:

(i) you breach any of your obligations under this agreement and the breach is, in the University's reasonable opinion, not capable of remedy; or

(ii) the University considers that the continued occupation of the Room by you poses a serious threat to the safety, welfare or quiet enjoyment of the other lodgers in the Building or the community; or

(iii) you fail to comply with any directions given by the Deputy Vice Chancellor (Academic) in relation to the Student Misconduct Rules; or

(iv) you cease to be a Student whether by means of any alteration of enrolment status or otherwise,

then the University, the Manager or its authorised representative may terminate this agreement immediately by notice in writing to you.
(c) If this agreement is terminated in accordance with this clause 18.1, without limiting any other rights of the University, you must pay the Termination Fee.

18.2 University's other rights
(a) The University's right to terminate this agreement for breach by you as set out in clause 18.1 are in addition to any other rights the University may have arising from such breach.
(b) Without limiting its other rights under this agreement, the University 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.
(c) Without limiting any other rights of the University, the University may remove you and other persons and property and use such force and assistance as deemed necessary if you are in breach of this agreement or the University considers that the continued occupation of the Room by you poses a serious threat to the safety, welfare or quiet enjoyment of the other lodgers in the Building or the community.

18.3 Fines
You acknowledge and agree that if you breach any of the obligations in this agreement, without limiting any other rights of the University, the University may issue fines in accordance with the University's schedule of fines.

19. General
19.1 Notices
(a) Without limiting the manner in which the University may give a notice to or otherwise communicate with you, any notice which the University 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 the University's authorised representative, including but not limited to the Manager;
   (iii) may be posted on the notice board in the Common Areas; and
   (iv) may be sent to your NUmail email address.
(b) Where a notice is to be given by you to the University, unless otherwise expressly specified, it is to be provided to the address set out in the Parties section of this agreement or such other address notified to you by the University from time to time.

19.2 Residential Tenancies Act 1987 (NSW)
The parties acknowledge that the Room licensed to you in this agreement is part of the University, an educational institution, and that 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.

19.3 Civil Liability Act 2002 (NSW)
Despite the provisions of Part 4 of the Civil Liability Act 2002 (NSW), you acknowledge that you are solely responsible for and indemnify the University in respect of any loss, damage, cost, claim, expense or proceeding suffered or incurred by the University 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.
19.4 Legal costs and expenses
   (a) Each party must pay its own costs in relation to entry into this agreement.
   (b) You must pay any legal costs and other expenses which the University incurs in connection with any breach by you of its obligations under this agreement, such amounts to be paid when requested by the University to do so.

19.5 Waiver
   A provision of or a right under this agreement may not be waived or varied except in writing signed by whoever is to be bound.

19.6 No waiver
   If the University:
   (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, including under clause 18; or
   (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 University's rights under this agreement. An attempt by the University to mitigate its loss is not a surrender of this agreement.

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

20. Summer Vacation Period and early access
20.1 Summer stay
   (a) The University may offer you the opportunity to extend the Term into the Summer Vacation Period upon application by you.
   (b) If you accept an offer from the University to extend the Term into the Summer Vacation Period, this agreement will continue until the end of the Summer Vacation Period or such earlier date as agreed by the parties.
   (c) The University is under no obligation to extend the Term or grant a further agreement at the end of the Summer Vacation Period.
   (d) You acknowledge that the University may:
      (i) require you to move to another room in the Building or another building which will become the Room for the purposes of this agreement;
      (ii) undertake maintenance work in and around the Building or any other building. While the University will make all reasonable endeavours to keep disruptions to a minimum, you may not make a claim or seek to terminate this agreement due to such maintenance works.
   (e) For the sake of clarity, you acknowledge that if the agreement is extended, you must pay the Room Fee during the extended period in the same manner as set out in this agreement.
21. **Personal Information and other special conditions**

You consent to:

(a) the University collecting his or her 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) the use and publication of your name, photograph and/or video footage taken of you, both in hard copy and electronically, in University promotional materials regarding student accommodation. No penalty or disadvantage will be incurred where a student will not comply with this condition. You may choose not to give consent by notifying the University in writing.

(c) the University, the Manager or authorised representative contacting your emergency contact person(s) set out in Item 2, at the University’s discretion, in the event of any emergency or significant concern for the welfare of you.

22. **Fire, safety and other notices**

You acknowledge that the University has provided you with information about fire and safety precautions and you must:

(a) be aware of the evacuation procedures applicable to the Building by reading the safety signs in the Building and attending when required a fire awareness programme and participating in Building evacuation drills; and

(b) keep informed about current issues pertaining to lodgers by reading notices/memos that are posted to the notice board(s) in the Building as they are posted.