

services provided by UNSW Security, UNSW Maintenance and any non-UNSW tradesperson such as a locksmith, plumber, electrician, glazier, pest control and fire brigade.

- (b) You may be charged for a service call if an appointment for repairs is made by either You or Us (provided any notice required under this agreement has been given to You by Us) and the attending tradesperson(s) cannot gain access due to Your unavailability.
- (c) For non-urgent and urgent repairs required during business hours, You must contact the UNSW Student Accommodation Office.
- (d) For urgent repairs outside business hours, You must contact UNSW Security on 9385 6666, who are responsible for co-ordinating a response. Or for non-urgent repairs outside of business hours you must contact UNSW Student Accommodation Office during business hours.

10.1 Acknowledgement of Terms

- (a) You acknowledge that:
 - (i) the UNSW Student Code of Conduct applies to any conduct in the Building and You must comply with Your obligations under that Code; and
 - (ii) You have access to the UNSW Student Accommodation Handbook outlining the broader philosophy and operations applicable to the Building and the accommodation. The Handbook may be updated by Us from time to time and does not form part of this Licence Agreement.
- (b) You must:
 - (i) comply with the Rules of Occupation as set out in Annexure A including not breaching Rule 8 (Smoking), Rule 9 (Drugs), Rule 10 (Alcohol) or Rule 11 (Weapons);
 - (ii) not create any noise in or around the Room that is likely to interfere with the peaceful enjoyment of the Your neighbours or any other person using the Room, the Building and its surrounds;
 - (iii) not threaten, abuse, intimidate or harass any member of UNSW staff, Your neighbours, tradesmen or co-occupant(s); and
 - (iv) obey all laws relating to residing in and using the Room and Building, comply with any lawful notice issued by any authority relating to the Room and Building and will notify Us immediately of any notice received.
- (c) We may:
 - (i) charge You up to \$550 for each and every breach committed by You of this clause 10; and
 - (ii) terminate this agreement by notice in writing to You with immediate effect if You breach clause 10 of this agreement.

10.2 Securing the Property

- (a) You must ensure that the property is properly secured at all times.
- (b) Under no circumstances must You permit doors to be kept unlocked or windows left open to allow casual visitors to gain access to the Building.
- (c) You are responsible for the conduct and behaviour of all of Your guests and invitees.
- (d) We are not responsible for any theft or damage to any of the parts, equipment or contents of Your property.

10.3 Single Occupancy

10.3.1 Single Occupancy

The Agreement Details will specify whether more than 1 resident is permitted to occupy the Room:

- (a) If a single occupancy is specified, You will be solely liable for all expenses, costs, fees, charges and damage arising out of or in relation to Your occupation of the Room; and

- (c) If You lock yourself out of the Room or the Building outside of business hours (UNSW Apartments and University Terraces), You should contact UNSW Security on 9385 6666. A lock out fee will be charged by UNSW Security and payable directly to them at the time of the lock out. If You lock yourself out of the Room or the Building during business hours, You will need to contact UNSW Student Accommodation.
- (d) You must not change any of the locks in the Room or the Building.

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- (a) Under no circumstances must You remove, interfere with or obstruct any smoke alarm or any other fire protection equipment within the Building.
- (b) You must not use candles or misuse heaters in any manner that would be a fire hazard. This includes drying clothes on or close to heater(s), or heaters being placed close to curtains and soft furnishings.
- (c) In the interests of safety, heaters with an exposed element, small fan heaters and bar heaters are prohibited. Residents may only use enclosed column heaters with a maximum capacity not exceeding 1,200 watts with the prior consent of management.
- (d) You are responsible and liable to pay for the cost of any false fire alarm attendances triggered by You or Your guests.

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You agree that while We will reasonably attempt to ensure that the Room is insect free, We are not responsible for any insect infestation that may occur after the Commencement Date.

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- (a) You may request an early termination of this Agreement prior to the Commencement Date, and We agree to terminate this agreement with effect on and from the Commencement Date, provided that you have not taken occupation of the Room.
- (b) If you give Us written notice of your intention not to take possession of the Room (by submitting a completed Early Cancellation Request form) at least 14 days prior to the Commencement Date, time being of the essence, We will refund your Advance Payment.
- (c) if you give Us written notice of your intention not to take possession of the Room (by submitting a completed Early Cancellation Request form) ` Y g g ' h \ U b ' % (' X U m g prior to the Commencement Date, time being of the essence, you will forfeit your Advance Payment.

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You may terminate this agreement after the Commencement Date but prior to the Termination Date, by giving Us at least four (4) weeks' written notice, in which case You will still have ongoing responsibilities including the continued payment of the Accommodation Fee for the remainder of the Residency Period as set out in clause 21.

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We may terminate this agreement:

- (a) if for any reason We are unable to continue to provide the Room as accommodation on an ongoing basis by giving You at least three (3) weeks' notice;
- (b) if You:
 - (i) fail to be confirmed as a Student by the Census Date;
 - (ii) cease to be an enrolled student of the University;
 - (iii) fail to move in and occupy the Room within 10 days of Your Commencement Date and We have not given You approval in writing to delay Your move in;
 - (iv) have entered into a formal or informal sub-licence arrangement in relation to Your Room in breach of clause 22; or

- (v) in Our reasonable opinion, have permanently vacated the Room before the Termination Date and You have not given Us notice under clause 19.2, by giving You at least one (1) weeks written notice;
- (c) immediately if You breach clause 10;
- (d) if You breach any other obligation under this agreement:
 - (i) that is not capable of being remedied; or
 - (ii) that is able to be remedied but You have failed to remedy that breach to Our reasonable satisfaction within the time period specified in a notice to You; or
- (e) if You fail to pay any of the amounts owed under this agreement within fourteen (14) days after the due date for payment.

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&%"%` 5X a]b]ghfUh]cb` : YY`UbX` 7cbh]b i]b [`CV`][Uh]cb`hc`dUm` 5WWc a a cXUh]cb` : YY

If:

- (a) You terminate this agreement prior to the Termination Date in accordance with clause 19.2; or
- (b) We terminate this agreement prior to the Termination Date in accordance with clause 20 (except in the circumstances described in clause 20(a)),

then:

- (c) We may charge You an administration fee equal to 2 weeks of Accommodation Fee, which You acknowledge is a reasonable estimate of the costs We incur as a consequence of You vacating the Room early (such as processing the application for a replacement Resident); and
- (d) You must continue to pay the Accommodation Fee and all other applicable fees and charges under this agreement up to and including the Termination Date irrespective of whether or not You are still a Student, unless and until:
 - (i) subject to clause 21.2, We have entered into a residential accommodation agreement with a replacement Resident and they have commenced paying the applicable accommodation fee for Your Room; or
 - (ii) We notify You in writing (in Our absolute discretion) that You are released from Your continuing liabilities and obligations under this agreement.
 - (iii) We reserve the right to accept the most suitable applicant in Our absolute discretion

This clause continues to apply even if this agreement is terminated.

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- (a) If this agreement is terminated prior to the Termination Date (except in the circumstances described in clause 20(a)):
 - (i) You may ask Us to select an applicant on the waiting list (if there is any) to become a replacement Resident; or
 - (ii) if there are no applicants on the waiting list, You may find a proposed replacement Resident to occupy the Room but this person must:
 - (A) be currently enrolled as a Student at UNSW;
 - (B) not be a current resident under an existing accommodation agreement with Us;
 - (C) complete the College interview process if it is for a UNSW College;
 - (D) sign a residential accommodation agreement in form required by Us for at least the unexpired period of Your Residency Period; and
 - (E) pay any relevant fees.
- (b) We will not be obliged to accept any replacement resident:
 - (i) unless and until You have paid all outstanding Accommodation Fees and all other applicable fees and charges under this agreement as at the date on which a replacement Resident becomes liable to pay an accommodation fee to Us for Your Room; and

- (ii) unless the replacement resident is acceptable to UNSW Student Accommodation, who will have the final decision on their suitability (in Our absolute discretion).

21.1 Administration Fee

If You fail to pay the administration fee under clause 21.1, any ongoing Accommodation Fees or any other fees or expenses You are liable for under this agreement, We may exercise Our rights to block Your access to myUNSW and accordingly to UNSW resources in accordance with 7(b) until any outstanding amounts are paid.

21.4 Termination Obligations

- (a) On or before the Termination Date, unless an extension to the Residency Period is agreed with Us in writing, You must:
- (i) return the Room in the same condition and repair as the Room was in (subject to fair wear and tear) at the Commencement Date;
 - (ii) remove Your property and make good any damage You or Your guests caused to the Room and the Common Property (to Our satisfaction); and
 - (iii) make sure the Room and the immediately surrounding Common Property is clean and free from rubbish (including cigarette butts); and
 - (iv) vacate the Room.
- (b) If You do not comply with Your obligations under clause 21.4(a) by the Termination Date, You must pay an occupation fee to Us on Our demand, such occupation fee being calculated at the rate of \$100 per day plus GST (if any) from the Termination Date until the day You have fully complied with Your obligations under clause 21.4(a).
- (c) You agree that the cleaners may dispose of any personal items including food items that are left in the Building after the Termination Date.
- (d) We take no responsibility for any items left in the accommodation after the Termination Date.
- (e) Failure by You to comply with clause 21.4(a) may result in immediate eviction by UNSW Security.
- (f) Any provision of this agreement that expressly or by implication is to continue after termination or expiration of this agreement will continue.

21.5 Reimbursement of Costs

We may do anything which You should have done under this agreement if You do not promptly do so or, in Our reasonable opinion, You do not do so properly. You must reimburse Us on demand for any costs and expenses incurred by UNSW under this clause.

21.6 Assignment and Sub-licensing

This agreement and Your right to occupy the Room:

- (a) is personal to You and must not be assigned; and
- (b) may not be sub-licensed by You.

21.7 Consent

You consent to Us:

- (a) using Your personal information (including Your photo) that You have provided to UNSW, including disclosing Your personal information to UNSW Security, for any purpose related or incidental to Your occupation and use of, and access to, the Room, Building or Common Property.
- (b) using Your academic record to confirm Your enrolment status at the University or for any purpose related or incidental to Your occupation.
- (c) notifying the person You have identified as Your “parent/guardian/next of kin” in Your application form if We consider that there is significant concern regarding Your health or well-being. You will notify UNSW Student Accommodation of any changes to this person.
- (d) discussing Your account with Your “parent/guardian/next of kin” if necessary.
- (e) Recording and reproducing on film, tape and by any other means (including, without limitation, still photography) You whilst observing or participating in any activity in the Accommodation or at any

place outside the Accommodation, including any such activity which is organised, sponsored or promoted, recommended or endorsed by Us or by any organisation or group which is in any way associated with UNSW Student Accommodation (the Recording);

- (f) Using the Recording (in whole or in part) to produce promotional and editorial material (the Material) relating to UNSW Student Accommodation's business, including the right to synchronise the audio from the Recording with other visual images and the vision from the Recording with other audio; and
- (g) Publishing, communicating and/or permitting the communication of the Recording and the Material to the public throughout the world in all media (including, without limitation, on any website or social networking site) for educational, promotional, advertising, selling and marketing purposes related to UNSW's Student Accommodation business.

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- (a) A notice or other communication required or permitted to be given must be in writing, and in the case of a notice or communication to You, sent to Your UNSW Student email address.
- (b) A notice or other communication sent by email is taken to have been given (unless otherwise proved):
 - (i) if sent before 4 pm on a business day; on the day it is sent
 - (ii) if sent after 4pm on a business day; the next business day, or
 - (iii) if sent on a day that is not a business day; on the next business day following that day.
- (c) We may change Our address for service by giving notice of that change in writing to You.
- (d) If You are required to give a notice to Us under this agreement, You must send that notice to accommodation@unsw.edu.au

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- (a) No failure to exercise and no delay in exercising any right, power or remedy under this agreement or no single or partial exercise of any right, power or remedy will prevent any other or further exercise of that or any other right, power or remedy.
- (b) The exercise of a power or right does not prevent:
 - (i) its future exercise; or
 - (ii) the exercise of any other power or right.
- (c) The variation or waiver of a provision of this agreement or a party's consent to depart from a provision by another party will be ineffective unless in writing signed by the parties.
- (d) No waiver by Us of one breach of an obligation under this agreement is a waiver of another breach of that same obligation or of any other.
- (e) The demand by Us for, or acceptance by Us of an Accommodation Fee or any other money payable under this agreement after You fail to do so is not a waiver of any earlier breach by You. The later acceptance by Us of the Accommodation Fee or other money (as appropriate) is a waiver by Us only in relation to Your failure to make that particular payment when due.
- (f) Any waiver by Us must be in writing.

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In relation to the subject matter of this agreement:

- (a) represents the entire agreement between the parties; and
- (b) overrides all oral and written communications by or on behalf of any of the parties.

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In this document, unless otherwise indicated by the context:

- 5WWc a a cXUh]cb' :YY'** means the accommodation fees and other charges specified in the Accommodation Fee Schedule or as otherwise set out in this agreement.
- 5WWc a a cXUh]cb' :YY'
GW\YXi`Y'** means the schedule of Accommodation Fees and charges payable by You, which is set out in Annexure B.
- 5X jUbWY'DUm a Ybh'cb'
5WWYdhUbWY'cZ' CZZYf'** means the fee of that name specified in the Accommodation Fee Schedule or as otherwise set out in this agreement.
- 5 [fYY a Ybh' 8YhU]g'** means the schedule attached to the front of these Terms setting out the variable information related to this agreement such as Your details and other information related to the Room
- 6 i]X]b['** means the accommodation building identified in the Agreement Details in which the Room is located.
- 6 i]bYgg'<c i fg'** means the hours from 8:30am to 4:30pm, as changed from time to time.
- 6 i]bYgg' 8Um'** means a day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney.
- 7c a a YbWY a Ybh' 8UhY'** means the Commencement Date for the Room as specified in the Agreement Details.
- 7c a a cb'DfcdYfhm'** means those parts of the Building specified by Us from time to time for use by occupants of the Building in common with Us and its respective employees, invitee, licensees and any other persons authorised by Us and which are not otherwise leased or licensed to any person.
- 7cbX]h]cb' FYdcfh'** means the condition report for the Room and the furniture (if any) as at the Commencement Date that We will provide to You.
- ; GH'** has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.
- <UbXVcc_ '** means the handbook issued by the UNSW Student Accommodation office to You outlining the broader philosophy and operations applicable to the Room and the Building and the accommodation.
- myUNSW** means the website page contained within the UNSW website providing UNSW services and resources.
- FYg]XYbWm'DYf]cX** means the period identified in clause 4.
- Fcc a '** is a room of the Room Type specified in the Agreement Details in the Building which:
(a) We have allocated to You in accordance with clause 3.3; or

(b) any replacement Room which We notify You in writing that You are entitled to occupy in accordance with clause 5.

Fcc a` :YYg`	means the Application Fee, the Advance Payment on Acceptance of Offer and the Accommodation Fee as set out in Annexure B Accommodation Fee Schedule.
F i`Yg`cZ`CWW i dUh]cb`	means the rules set out in Annexure A to this agreement.
Gh i XYbh`	means a student that is enrolled or entitled to enrol at UNSW.
HYf a`	means the period of each academic year identified as a term on the UNSW academic calendar published on the UNSW website.
I b]jYfg]hm`HYffUWYg`	means the accommodation of that name located at Gate 2, High Street UNSW Sydney NSW 2052.
I BGK`	means the University of New South Wales (ABN 57 195 873 179).
I BGK`5dUfh a Ybhg`	means any one or more of Barker Street Apartments, Mulwarree Apartments or High Street Apartments.
I BGK`7c`Y[Y`	means any one or more of the following Basser College, Goldstein College, Fig Tree Hall, Philip Baxter College, Colombo House, International House or UNSW Hall.
I BGK`AU]bhYbUbWY`	means the UNSW Student Accommodation maintenance staff as well as the UNSW Facilities Maintenance staff who are responsible for repairs and maintenance in all UNSW buildings.
I BGK`Gh i XYbh` 5Wwc a a cXUh]cb`CZZ]WY`	means the office managing the accommodation provided by UNSW.
I BGK`GYW i f]hm`	means the UNSW Security Services office responsible for providing a 24 hour security presence on the UNSW campus and maintaining security monitoring services.
I BGK`Gh i XYbh`7 cXY`cZ` 7cbXiWh`	means the document named 'Student Code of Conduct' available on the UNSW website stating the standard of conduct expected of students of UNSW with respect to their academic and personal conduct.
I gZ`KY`cf`C i f`	means UNSW.
HYf a]bUh]cb`8UhY`	means: <ul style="list-style-type: none">(a) the 'Termination Date' specified in the Agreement Details;(b) an earlier date specified by Us if We terminate this agreement in accordance with clause 20; or(c) a later date agreed in writing by Us.
Mc i`cf`Mc i f`	means the person identified in the Agreement Details.

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In this agreement, unless otherwise indicated by the context:

- (a) words importing the singular include the plural and vice versa; headings are for convenience only and do not affect interpretation of this Licence;
- (b) a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Licence;
- (c) where any word or phrase is given a definite meaning in this Licence, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (d) a reference to a statute, statutory provision or regulation includes all amendments, consolidations or replacements thereof;
- (e) a reference to a party to a document includes that party's legal personal representatives, successors and permitted assigns; and
- (f) a reference to a body, whether statutory or not:
 - (i) which ceases to exist;
 - (ii) whose powers or functions are transferred to another body; or
 - (iii) is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

ANNEXURE A – Rules of Occupation

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Upon checking-in or within 72 hours of checking-in, You must present to the UNSW Student Accommodation Office an original photo identification (such as a passport, driver's licence or student ID) along with a copy of such photo ID for Our records. You must provide Us with any updates to Your personal details following any change to the information previously submitted, by contacting the UNSW Student Accommodation Office.

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You must complete, when advised, the accommodation induction process. This includes completing online modules prior to checking-in and attending at least one orientation session within one month of checking-in (or at the earliest available session during the term of Your Licence Agreement). The orientation sessions are designed to ensure the safety, security and well-being of all residents and staff.

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- (a) You must not make any noise or cause any disruption within the Room, Building or on Common Property:
 - (i) at any time, if it is likely to disturb the peaceful enjoyment of another resident;
 - (ii) between the hours of 11pm and 8am (or such earlier time as per Rule 3(c)).
- (b) If You create a noise or disturbance, UNSW Security will attend the disturbance.
- (c) We may impose quiet hours during periods of study vacation and exams as outlined in the Resident Handbook.

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You must not

- (a) cause or allow any damage to any lawn, garden, tree, shrub, plant or flower on Common Property;
- (b) use any part of Common Property as Your own garden;
- (c) cause or allow any damage to (or make any additions or improvements to) any structure that is part of Common Property without Our written permission. If any Common Property is damaged, You must notify Us and We will be responsible for maintaining anything We have installed; and
- (d) throw or leave any rubbish, dirt, dust or other materials on Common Property that may interfere with the peaceful enjoyment of another resident in the Building. In particular, You must not litter the Building and its surrounds and the Common Areas with cigarette butts. If You do, they will be removed by Us at Your cost.

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- (a) You must not engage in any behaviour or any conduct that threatens, abuses, intimidates or harasses another resident, guest or Our staff or participate in any behaviour that is illegal whilst in the Room, Building or Common Property.
- (b) You must be adequately clothed when on Common Property and balconies. You must not use language or behave in a way which might offend or embarrass others using the Building or Common Property.

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- (a) You must make sure Your guests do not behave in any way which might disturb the peaceful enjoyment of another resident. This applies to behaviour of Your guests in a Room, Building or on Common Property.
- (b) You are responsible for your guests and will be held accountable for any act, omission or misconduct by Your guests including breach of these Rules of Occupation.

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Residents may, in exceptional circumstances, seek authority for a guest to stay overnight. Such requests must be submitted with sufficient notice for approval to the respective Dean of the College or the Operations Supervisor (for the Apartments and University Terraces only).

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UNSW is a smoke free Campus and this includes all the accommodation buildings owned and operated by UNSW.

Smoking of any substance is prohibited in the Room and/or Apartment and all Buildings and Common Property.

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We have a zero tolerance of illicit drug use in the Room, Building or Common Property. If You:

- (a) are found in possession of illicit drugs or implements associated with their use in the Room, Building or Common Property; or
- (b) distribute, sell or manufacture illicit drugs or other substances from the Room, Building or Common Property,

We will immediately terminate this agreement and inform the relevant UNSW and legal authorities.

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There are designated alcohol free zones in the Rooms, Building and Common Areas. These zones encompass apartments and part of the Common Areas within designated and signed areas of the Building. You must not consume or store alcohol in these designated areas. If You do not comply with the alcohol-free zones conditions, We may impose a penalty on You as set out in the agreement.

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We have a zero tolerance of the possession of weapons (sword, knives etc) or firearms (guns etc) in the Room, Building or Common Property. If You are found in possession of weapons, firearms or implements associated with their use in the Room, Building or Common Property We will immediately terminate this agreement and inform the relevant UNSW and legal authorities.

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The burning of candles, incense or oil burners – or any object that has either a naked or contained flame – is prohibited within the Rooms, Building and Common Areas as this is deemed an extreme fire hazard.

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- (a) You must not remove any furniture, fixture or fitting from the Room, Building of Common Property without Our prior written consent.
- (b) You must not move large objects or furniture through Common Property unless You have notified Us, and given Us an opportunity to have Our representative attend the move.

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You are responsible for ensuring Your and Your guests' rubbish is removed from the Room, Building and Common Property in a timely manner and properly deposited in the communal rubbish areas allocated by Us for collection. You must use all garbage chutes according to pasted instructions near chutes.

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You must not allow any animals in the Room or the Building. This Rule does not apply to the extent that it restricts the keeping of a guide or hearing dog.

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Unless You have Our written approval, You must not keep anything within the Room (either on a permanent or temporary basis) that affects the appearance of the Room or the rest of the Building.

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You are responsible for ensuring Your contact details are kept up to date on the Student Accommodation Office database. All official notices and notifications will be sent to Your email address allocated by UNSW. You are responsible for ensuring You regularly check this email address and ensure mail can be received at this address.

If you are requested to attend a meeting with administration staff you should make every endeavor to attend that meeting or agree on an alternative time that is suitable to both parties.

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You must not connect or make use of any networking devices on the data ports provided (for example: networking routers, hubs, switches). You must not interfere with any of the UNSW networking devices installed in Your Room or in the Building.

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Personal items, including furniture, bicycles, clotheslines and suitcases must not be stored (temporarily or permanently) in Common Areas or the balcony of the Room. This does not include outdoor furniture.

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You must not allow any child under Your control to play on Common Property areas inside the Building unless under the immediate supervision of a responsible adult. This does not stop children from playing unsupervised on Common Property areas outside the Building that are not dangerous (e.g. a lawn).

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Unless You have Our written permission You must not hang washing, towelling, bedding, clothing or other articles on any part of the Room (e.g. on the balcony) so that it may be seen from outside the Building.

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You must get Our written permission if You want to store any flammable materials in the Room, the Building or Common Property, except for common items for the Room or washing Your clothes.

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You must not use (or allow to another person to use) a BBQ or any other cooking equipment on the balcony of the Room.

ANNEXURE B – Accommodation Fee Schedule

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Application Fee	\$100
Advance Payment on Acceptance of Offer ¹	\$1,000
Annual Sundry Cleaning Fee ²	\$66
Accommodation Fee	As noted under Licence Agreement Details on the cover of this Licence Agreement
Gown – for residents of Basser College, Goldstein College, Philip Baxter College and Fig Tree Hall only	\$66

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- 1 This will be applied to the last installment.
- 2 University Terraces, Barker Street Apartments, Mulwarree Apartments and High Street Apartments only

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- Occupancy of Your Room with furniture and fittings as per Condition Report.
- Use of Common Property including; the computer room, study and social spaces.
- Subject to clause 15 of the agreement, internet access and provision of utilities (i.e. electricity, water)

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In addition to the Room Fees identified above, You must pay the following (as applicable):

Item	Amount (ex GST)
Late payment	\$25
Direct debit dishonor fee	Fee charged to Us by the relevant financial institution
Replacement of a swipe card / key	\$25
Replacement lock	\$150 - \$250, or as determined by Us
Breach of Rules of Occupation / requirements of clause 10 (see clause 10)	Up to \$550 (per instance) as determined by Us
Our administrative costs if You vacate the Room early (see clause 21)	2 weeks of Room Fees
If We need to clean Your Room or excess rubbish You have left behind after You vacate or remove any items that You have left behind (see clause 21.5)	As determined by Us
Costs of any damage to the Room (include costs for locksmiths, electrician, plumber or pest control) or damage or missing to Our items in the Room (other than fair wear and tear) (see clause 9)	As determined by Us
False fire alarms triggered by You or Your guests (see clause 17)	As determined by the Fire Authorities (currently approximately \$1,900)
If You fail to vacate by Your Termination Date	\$100 per day or part thereof
Any other fees or charges specified in this agreement that You may be liable for	

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- (a) When You accept a Room at an accommodation, You should be aware that You are committing to pay the Accommodation Fees for the entire Residency Period. This financial obligation will continue for the entire period even if You want to vacate early (see clause 21).
- (b) The acceptance of Your application for re-admission to an accommodation for subsequent years of Your studies is not automatic and must be approved by Us. We will take into account Your compliance with the terms of this agreement when assessing Your re-admission application.
- (c) If You fail to pay the amounts You owe under this agreement, Your examination results, and permission for re-enrolment or graduation, will be blocked if fees or charges remain unpaid 14 days before the end of the Term.

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Payment Methods

- (a) The preferred payment method for the Room Fee is an upfront payment for either the full year or per Term. Alternatively, You may pay the Room Fee on an installment basis via a direct debit or other approved payment method agreed to by Us.
- (b) If You pay the Accommodation Fees by direct debit, You must complete, sign and promptly return to Us any request or authority form or other document We reasonably require from You to give effect to the direct debit arrangements
- (c) As this agreement is with You, We will contact You in relation to any financial matters such as unpaid Accommodation Fees, regardless of who pays the fees (such as Your parents, guardians or any other third party).
- (d) It is Your responsibility to ensure payments are made and cleared by the payment dates (You should allow at least two working days for BPAY payments).

Statements

- (e) Your statement of account will be emailed to You or, upon Your request, Your parents or guardians. Your initial invoice will be sent to You prior to the Commencement Date. Each subsequent invoice will be sent to You on or around the 15th of each month.
- (f) We will communicate with You via Your allocated UNSW zmail account. You are responsible for ensuring You review the emails sent by Us to this address.

ANNEXURE C – Guarantee

(Refer to Clause 3.2 of the Licence Agreement Terms)

Note: If you are under 18 years of age at the time of entering into this Agreement, your guarantor must complete this form.

To: UNSW STUDENT ACCOMMODATION (the Owner)

Part A - Details of Guarantor

Please print

Name of Guarantor(s): _____

_____, (joint and severally, the **Guarantor**)

Name of Resident: _____

Relationship to Resident: _____

Address of Guarantor: [Any notices in relation to this Guarantee will be issued to this address]

_____ [Number and Street Name]

_____ [City, Post Code and Country]

_____ [Email and/ or contact number]

_____ [Number and Street Name]

_____ [City, Post Code and Country]

_____ [Email]

_____ [Contact number (including country and area code)]

Part B - Operative Provisions

- (a) I/We, the Guarantor, acknowledge and agree, in consideration of the Owner entering into this Licence Agreement with the Resident at my/our request, I/we hereby unconditionally and irrevocably guarantee to the Owner the punctual performance of all the Resident's obligations contained in the Residential Agreement and the payment to the Owner, as a debt due on demand, all amounts which are at any time due for payment and unpaid by the Resident in accordance with the terms of the Licence Agreement (**Guarantor's Obligations**).
- (b) If any payment or other transaction relating to the Resident's obligations under the Licence Agreement, or the Licence Agreement (or part thereof), is void, voidable or otherwise unenforceable:
- (1) the Guarantor's liability under this Guarantee is the same as if the Licence Agreement, the payment or transaction relating to the Licence Agreement was not void, voidable or otherwise unenforceable; and
 - (2) the Guarantor must immediately do everything required by the Owner to restore to the Owner the benefit of the Guarantor's liability under this Guarantee that would have existed but for the Licence Agreement (or part thereof) or the payment or transaction relating to the Licence Agreement being void, voidable or otherwise unenforceable.
- (c) The Guarantor's Obligations may be enforced against the Guarantor without the Owner being required to first exercise any right against the Resident or enforce any security provided by the Resident under the Licence Agreement.
- (d) The Guarantor must pay the Owner, on written demand by the Owner, all costs and expenses incurred by the Owner, in respect of the Owner's exercise or attempted exercise of any right under this Guarantee.
- (e) The Guarantor's Obligations are continuing obligations and are irrevocable and unconditional.
- (f) If the Guarantor consists of two or more persons, this Guarantee benefits and binds them separately and together.

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Witness Signature

Guarantor's Signature

Witness' Name (please print)

Guarantor's Name
(please print)

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Witness Signature

Guarantor's Signature

Witness' Name (please print)

Guarantor's Name
(please print)