



UNSW Student Accommodation

# 2021 Licence Agreement

Please read this document carefully. It contains important information about Your legal obligations such as Your commitment to pay the Accommodation Fee until the Termination Date (even if You wish to leave early) and the Rules of Occupation.

If You have any questions about this Licence Agreement, please speak to UNSW Student Accommodation or seek advice from an independent person.

By clicking the acceptance button on the UNSW Student Accommodation Application Portal or by signing below, You agree to be bound by the terms of this Licence Agreement.

This agreement is between the University of New South Wales (ABN 57 195 873 179) (referred to as 'UNSW', 'Us' or 'We') and the person specified below ('You' or 'Your') and consists of the Licence Agreement Details set out below and the attached Licence Agreement Terms (the Terms).

Licence Agreement Details			
<b>Your Details</b>			
Surname		First Name	
UNSW zID			
Phone Number			
Email			
<b>Accommodation Details</b>			
Building			
Room Type			
Accommodation Type		Catered	
<b>Fees and Duration of Accommodation</b>			
Accommodation Fees			
Commencement Date			
Termination Date			
<ul style="list-style-type: none"> <li>Note that if You have been offered a Term Agreement You will need to provide Us with evidence that You will be completing Your course at the end of the Term. If You are not able to meet this requirement, the Residency Period will automatically revert to the full accommodation term for the relevant accommodation type– see clause 4(b) for further details.</li> </ul>			

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date:

# Licence Agreement Terms

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## 1. Interpretation

If a capitalised term is used in this agreement, it has the meaning given to it in either the Agreement Details or clause 27.1 of these Terms.

## 2. Your Status

- (a) You must be either:
  - (i) a Student when You sign this agreement; or
  - (ii) entitled to be a Student as at the next 'Census Date', being the date notified by Us on the UNSW website when students become financially liable for the courses they have enrolled in for the relevant teaching period.
- (b) If Your status as being enrolled as a Student has not been confirmed when You sign this agreement, You must notify Us as soon as You either receive confirmation of Your status or You are notified that You have not been accepted as a Student. You must also notify Us if You cease to be a Student at any time during Your Residency Period.
- (c) If You:
  - (i) did not get confirmed as being enrolled as a Student, this agreement will automatically terminate from the date on which You notify Us; or
  - (ii) notify Us that You have ceased to be a Student, We **may** exercise the rights We have under clause 20(b) but You must continue to comply with Your obligations under this agreement (including Your obligations to pay the Accommodation Fee) even though You may no longer be a Student.

## 3. Your Right to Occupy the Room

### 3.1 Your Right

We grant You a licence to reside in the Room and to access the Common Property on the terms of this agreement.

### 3.2 Minor

If, at the time of entering into this Agreement, you are under the age of 18 years:

- (i) you must procure from a person over the age of 18 years to complete the Guarantee and return the signed Guarantee to the UNSW Student Accommodation Office on or before entering into this Agreement; and
- (ii) subject to the other provisions of this Agreement, this Agreement only becomes valid and binding on Us if the signed Guarantee referred to in clause 3.2(i) has been returned to the UNSW Student Accommodation Office.

### 3.3 Allocation of Your Room

The Room in the Building which You are entitled to occupy under this agreement will be allocated to You by Us before Your Commencement Date. Whilst the Room Type and Accommodation Type will be set out in the Accommodation Details, the exact location of the Room allocated to You will be within Our absolute discretion.

### 3.4 Furnishings in Room

You acknowledge that Your Room will be partially furnished and You will be responsible for providing any additional furniture, equipment and other items required by You, subject to any restrictions that are set out in the Rules of Occupation.

### 3.5 No Tenancy

This agreement and Your right to occupy the Room and access the Common Property is not a lease and does not give You any estate or interest or any right as a tenant in all or part of the Building or furniture

and the legal possession and control of the Room and the rest of the Building will at all times remain with Us.

### **3.6 Vacancies**

- (a) You must only reside in the Room allocated to You and You may not move into any other room in the Building without Our consent.
- (b) Room vacancies within the Building that occur during Your Residency Period will be advertised by Us and We will determine the incoming resident in Our absolute discretion.

## **4. Residency Period**

- (a) You may only occupy the Room from the Commencement Date (and We will notify You of the time on that day after which You may move in) until 10am on the Termination Date, unless We agree in writing to extend Your Termination Date.
- (b) If the Licence Agreement Details indicate that the Residency Period is for a single Term/s (Term 1, Term 2, Term 3) You must provide Us with evidence that You will be completing Your course at the end of the chosen Term by the start of your Licence Agreement. If You are not able or do not meet this requirement, the residency period will automatically revert to the full accommodation term for the relevant accommodation type.

## **5. Changes to Your Allocated Room**

### **5.1 You may request a Room Change**

You may request a transfer of accommodation to an alternative room within the Building or the accommodation by completing Our Residency Transfer Form and payment of the applicable administration fee. We will consider Your request provided there is alternative accommodation available and where applicable seek the Dean's approval and We may require You to enter into a new licence agreement setting out the details for the alternative accommodation.

### **5.2 When You may need to move**

*For Summer Break or Repairs*

- (a) We may move You to another Room in a Building on Campus of equal or better standard by giving You at least 14 days' notice where circumstance allow:
  - (i) at any time during the summer recess period; or
  - (ii) at any time if We consider it necessary or desirable to do so (in Our absolute discretion) such as if We need to undertake repairs or maintenance, to avoid difficulties between residents in the Building, to cater for the specific needs of a resident or if We require the Room for other purposes.

*Immediate Relocation*

- (b) We may temporarily relocate You to another Room if We consider it is in the best interests of the other residents in the Building to do so on an immediate basis (for example, if You are creating a disturbance during the exam period).

*Responsibility*

- (c) If We give You a notice to move or temporarily relocate, You must comply with that notice within the specified period and if You do not, We may arrange to move Your possessions to the alternative room or to storage (if required).
- (d) You release Us from any claim for compensation with respect to any damage caused to Your belongings or furniture in the relocation from Your current Room to the alternative room. The terms of this agreement continue to apply if You move to another Room.

## **6. Accommodation Fees**

### **6.1 Your obligation to pay the Accommodation Fees**

- (a) You must pay the Accommodation Fees relevant to Your Room Type and Accommodation Type without deduction or set-off.

- (b) You must pay the Accommodation Fees using the payment methods set out in the Accommodation Fee Schedule or as otherwise notified by Us from time to time.
- (c) Except if this agreement is terminated by Us because We are unable to continue to provide the Room on an ongoing basis in accordance with clause 20(a), You are responsible for paying the Accommodation Fee for the whole of the Residency Period even if this agreement is terminated and You no longer reside in the Room or You cease to be a Student.

## 6.2 Payment Plan

Despite the payment terms in Annexure B, We may, but are not obliged to, enter into a specific payment plan with You if You can demonstrate a financial need. However, any payment plans:

- (a) will require all Accommodation Fee payments to be made in advance; and
- (b) must be agreed by Us and You prior to the Commencement Date.

## 7. Your Financial Responsibility

- (a) At any time (including following termination of this agreement) We may issue an invoice to You for:
  - (i) costs associated with repairing any loss or damage to the Room or Building which You are responsible for under this agreement, including costs associated with repairing or replacing any damaged or missing furniture, furnishings or fittings (except fair wear and tear);
  - (ii) costs associated with any necessary cleaning; and
  - (iii) any outstanding Accommodation Fee payments.

- (b) If You fail to comply with, or perform any of Your obligations contained in this agreement (including payment of an invoice issued under paragraph 7(a)), We may at any time, in Our absolute discretion, place a Denial of Services block on your student account which will prevent you from accessing the following services:

- (i) Exam results
- (ii) Access to buildings and computer labs
- (iii) Access to Library Services
- (iv) Official transcripts or any other official documentation issued by the University
- (v) Graduation or re-enrolment (whichever is applicable)

until such time that the failure has been rectified. If We take this action, it does not prejudice Our right to seek other remedies.

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

## 8. Condition and Maintenance of the Room

- (a) We make the Room available to You in the condition set out in the Condition Report.
- (b) You must inspect the Room and complete the Condition Report within two (2) business days of the Commencement Date.
- (c) You must:
  - (i) keep the Room and the Common Area in a reasonably clean and tidy state at all times;
  - (ii) notify Us as soon as practical of any damage to the Room or the Common Area;
  - (iii) not attach any furniture, fixture or fitting including posters; and
  - (iv) not alter or add to the Building without Our prior written consent.

## 9. Repairs

- (a) Except for fair wear and tear, You are directly responsible for the costs associated with repairing or rectifying the Room during the Residency Period including but not limited to attendances and

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. Use of Room and Conduct**

- (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.

## **11. Security**

- (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.

## **12. Liabilities and Indemnities**

### **12.1 When Joint and Individual Liability arises**

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

- (b) If more than one resident is permitted to occupy the Room, You are jointly and severally liable with any other resident permitted to occupy the Room for all expenses, costs, fees, charges and damage arising out of or in relation to the occupation of the Room including for any loss or damage arising from a failure by You or another resident to lock all windows and doors in the Room.

## **12.2 You Occupy the Room at Your own Risk**

- (a) You occupy and use the Room, Common Property and other parts of the Building and its facilities and services at Your own risk. You should consider taking out appropriate contents insurance for any of Your personal items held in the Building.
- (b) We are not responsible (and You must indemnify Us and Our personnel) for any claims, injury, demands, loss or damage of any kind (including any personal injury or death or loss or damage to any personal items) to You and Your guests and invitees that might be suffered or incurred whilst in or in the vicinity of the Building, except to the extent the injury, loss or damage was caused by Our negligent act or omission.

## **13. Access**

- (a) We will endeavour to give You reasonable notice of any intention to enter the Room for purposes such as carrying out repairs, inspections and showing prospective occupants, although We are not obliged to do so.
- (b) We may conduct inspections of the Room if We consider such inspections to be necessary.
  - (i) Failure to pass inspections will result in charges for professional cleaners to return the room and/or apartment to the same condition and repair as the Room was in (subject to fair wear and tear) at the CommencementDate;
- (c) You must contact Us immediately if the identity of any tradesperson seeking access to the Room or the Building cannot be verified.
- (d) You must co-operate with Us and Our tradespeople as reasonably required when the Room or Common Property needs to be accessed.

## **14. Our Rights**

We will at all times during the Residency Period (and any holding over period) keep possession of, and full control over, the Building and will at all times have full and free access for such purposes as We may consider appropriate.

## **15. Utilities and Internet Access**

- (a) Data usage and utility costs are included in the Accommodation Fee. However, if We, in Our absolute discretion, consider You have incurred excessive data usage or utility costs, We may require You to pay the additional costs in the same manner as the Accommodation Fee is paid.
- (b) You must not remove or damage or misuse any part of any networking infrastructure installed on the Room or Common Property.

## **16. Locks, Keys and Security Access Cards**

- (a) Except for fair wear and tear You are responsible and liable to pay for the cost of:
  - (i) repairing any door locks to the Room;
  - (ii) replacing any issued key or security access cards lost, damaged or misplaced (the cost is specified in the Accommodation Fee Schedule); and
  - (iii) replacing any issued key or security access cards, if You fail to return Your key or any temporary security access card personally to Us on or before the TerminationDate.
- (b) You must immediately report the loss or damage of any door locks, keys and/or security access cards to Us.

- (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.

## 17. Smoke Alarms & Fire Protection Equipment

- (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.

## 18. Insects

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.

## 19. If You want to Cancel or Vacate Early

### 19.1 Request to terminate prior to the Commencement Date

- (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) **less than 14 days** prior to the Commencement Date, time being of the essence, you will forfeit your Advance Payment.

### 19.2 Termination by You after the Commencement Date

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.

## 20. When We can Terminate this agreement

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.

## **21. Consequences of You Vacating Early or Termination**

### **21.1 Administration Fee and Continuing Obligation to pay Accommodation Fee**

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.

### **21.2 Process for Replacement Resident**

- (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).

### **21.3 Failure to Pay**

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 General End of Occupancy 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 Failure to Perform**

We may do anything which You should have done under this agreement if You do not promptly do so or, if 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.

## **22. No Assignment or Sublicensing**

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.

## **23. Privacy 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.

## 24. Notices

- (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](mailto:accommodation@unsw.edu.au)

## 25. Waiver or Variation

- (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.

## 26. Whole Agreement

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.

## 27. Definitions and Interpretation

### 27.1 Definitions

In this document, unless otherwise indicated by the context:

<b>Accommodation Fee</b>	means the accommodation fees and other charges specified in the Accommodation Fee Schedule or as otherwise set out in this agreement.
<b>Accommodation Fee Schedule</b>	means the schedule of Accommodation Fees and charges payable by You, which is set out in Annexure B.
<b>Advance Payment on Acceptance of Offer</b>	means the fee of that name specified in the Accommodation Fee Schedule or as otherwise set out in this agreement.
<b>Agreement Details</b>	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
<b>Building</b>	means the accommodation building identified in the Agreement Details in which the Room is located.
<b>Business Hours</b>	means the hours from 8:30am to 4:30pm, as changed from time to time.
<b>Business Day</b>	means a day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney.
<b>Commencement Date</b>	means the Commencement Date for the Room as specified in the Agreement Details.
<b>Common Property</b>	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.
<b>Condition Report</b>	means the condition report for the Room and the furniture (if any) as at the Commencement Date that We will provide to You.
<b>GST</b>	has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.
<b>Handbook</b>	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.
<b>myUNSW</b>	means the website page contained within the UNSW website providing UNSW services and resources.
<b>Residency Period</b>	means the period identified in clause 4.
<b>Room</b>	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.

<b>Room Fees</b>	means the Application Fee, the Advance Payment on Acceptance of Offer and the Accommodation Fee as set out in Annexure B Accommodation Fee Schedule.
<b>Rules of Occupation</b>	means the rules set out in Annexure A to this agreement.
<b>Student</b>	means a student that is enrolled or entitled to enrol at UNSW.
<b>Term</b>	means the period of each academic year identified as a term on the UNSW academic calendar published on the UNSW website.
<b>University Terraces</b>	means the accommodation of that name located at Gate 2, High Street UNSW Sydney NSW 2052.
<b>UNSW</b>	means the University of New South Wales (ABN 57 195 873 179).
<b>UNSW Apartments</b>	means any one or more of Barker Street Apartments, Mulwarree Apartments or High Street Apartments.
<b>UNSW College</b>	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.
<b>UNSW Maintenance</b>	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.
<b>UNSW Student Accommodation Office</b>	means the office managing the accommodation provided by UNSW.
<b>UNSW Security</b>	means the UNSW Security Services office responsible for providing a 24 hour security presence on the UNSW campus and maintaining security monitoring services.
<b>UNSW Student Code of Conduct</b>	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.
<b>Us, We or Our</b>	means UNSW.
<b>Termination Date</b>	means: <ul style="list-style-type: none"><li>(a) the 'Termination Date' specified in the Agreement Details;</li><li>(b) an earlier date specified by Us if We terminate this agreement in accordance with clause 20; or</li><li>(c) a later date agreed in writing by Us.</li></ul>
<b>You or Your</b>	means the person identified in the Agreement Details.

## 27.2 Interpretation

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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## 1. Photo ID

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.

## 2. Induction

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.

## 3. Noise

- (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.

## 4. Common property

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.

## 5. Your behaviour

- (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.

## 6. Behaviour of guests

- (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.

## **7. Overnight Guests**

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).

## **8. Smoking**

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.

## **9. Drugs**

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.

## **10. Alcohol**

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.

## **11. Weapons**

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.

## **12. Candles/Incense and Oil Burners**

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.

## **13. Removing or Moving furniture, fixtures and fittings**

- (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.

## **14. Garbage disposal**

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.

## **15. Keeping of animals**

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.

## **16. Appearance of Room**

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.

## **17. Communication**

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.

## **18. Networking Devices**

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.

## **19. Storage**

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.

## **20. Children playing on common property in building**

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).

## **21. Drying of laundry items**

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.

## **22. Storage of flammable liquids**

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.

## **23. BBQs**

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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### 1. Room Fees

Item	Amount (incl. GST)
Application Fee	\$100
Advance Payment on Acceptance of Offer <sup>1</sup>	\$1,000
Annual Sundry Cleaning Fee <sup>2</sup>	\$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

**Notes:**

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

### 2. What is included in Room Fees

- 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)

### 3. Other Fees

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	

### 4. Important points about the Accommodation Fees and Your Re-admission

- (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.

## 5. Payment of Accounts

### *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

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(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.

**SIGNED AS A DEED POLL**

Date: \_\_\_\_\_

**SIGNED BY THE GUARANTOR**

**Signed by the Guarantor in the presence of:**

**First Guarantor**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Guarantor's Signature

\_\_\_\_\_  
Witness' Name (please print)

\_\_\_\_\_  
Guarantor's Name  
(please print)

**Second Guarantor (if applicable)**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Guarantor's Signature

\_\_\_\_\_  
Witness' Name (please print)

\_\_\_\_\_  
Guarantor's Name  
(please print)