

STUDENT RESIDENCE LICENCE STANDARD LICENCE TERMS

FOR STUDENT RESIDENTS ONLY

1 LICENCE

- 1.1 The University will allow you to occupy the Licensed Area, on a non-exclusive basis, for the Licence Term on the conditions set out in this Licence.
- 1.2 Schedule 1 indicates whether the Licensed Area is single occupancy or shared accommodation and the total number of occupants that the University will permit to live in the Licensed Area at any one time.
- 1.3 You acknowledge that the *Residential Tenancies Act 2010* (NSW) does not apply to this Licence, because it is an agreement under which you board or lodge with another person or because this Licence or the Licensed Area is exempt pursuant to any regulation made under that Act.
- 1.4 Your right to occupy the Licensed Area always remains conditional upon you:
 - (a) continuing to meet the University's Eligibility Requirements throughout Licence Term; and
 - (b) observing your obligations under this Licence at all times.
- 1.5 You must not sub-let the Licensed Area or assign or novate any right or obligation of yours under this Licence.
- 1.6 The University may at any time enter the Licensed Area without notice to inspect it, clean it, carry out any repairs or if there is an emergency. Where reasonably practical and appropriate, the University will first tell you in advance.
- 1.7 If this Licence includes any of University Property, then you may use or have access to that University Property subject to any conditions or restrictions specified by the University.
- 1.8 You acknowledge and agree that it is your responsibility to inspect the condition of University Property within seven (7) days after the Licence Term. Unless you notify the University to the contrary within that time, the University will assume that you have inspected the condition of University Property and that you agree that it accords with the description and condition described in the condition report in Schedule 2.

2 RELOCATION

- 2.1 The University may relocate you to Alternative Accommodation for any reason, including construction, maintenance, interpersonal conflicts or disruptive behaviour, health, safety or security concerns or emergencies. If this occurs, the University will, where reasonably possible:
 - (a) first notify you in advance; and
 - (b) relocate you to Alternative Accommodation that is in a similar location and of a similar quality and amenity as the Licensed Area.
- 2.2 If the licence fee for the Alternative Accommodation is normally less than the Licence Fee, then the University will charge at that reduced rate, and adjust the Licence Fee accordingly. Unless the University requires you to sign a new license for the remainder of the Licence Term, then the terms of this Licence will apply to your occupation of the Alternative Accommodation for the remainder of the Licence Term.
- 2.3 You are responsible for the payment of any costs or expenses you incur if the University relocates you to Alternative Accommodation.
- 2.4 You may end this Licence if you do not wish to be relocated to Alternative Accommodation. You must give the University at least seven (7) days' notice of your intention to end this Licence under this clause. If you do so, then clause 12 applies.
- 2.5 If you end this Licence under clause 2.4, then the University will not charge you an Early Termination Fee.

3 TERM

- 3.1 The Licence Term begins and ends on the date specified in Schedule 1 or an earlier date for termination specified in this Licence.
- 3.2 If you continue, with the University's approval, to occupy the Licensed Area after the last day of this Licence specified in Schedule 1, then you do so on a monthly basis only, beginning on the day after the last day of this Licence specified in the Schedule:
 - (a) which either you or the University may terminate on one (1) month's notice;
 - (b) at the same Licence Fee specified in Schedule 1 that was payable at the end of the Licence Term; and

- (c) on the same terms as this Licence, except for this clause and any changes that the University require as a condition of it giving approval to your continued occupancy.

4 LICENCE FEES AND OTHER CHARGES

- 4.1 You must pay to the University the Licence Fee and Other Charges specified in Schedule 1, calculated from the first day of this Licence.
- 4.2 Unless the University agrees otherwise, you must pay all amounts payable under this Licence by direct debit from your nominated account with an Australian financial institution.
- 4.3 The Licence Fee does not include charges for supply or consumption of water, gas, electricity and communications or other services or facilities supplied to or consumed in the Licensed Area.

5 PAYMENT

- 5.1 You must pay all Licence Fees on or before each of the dates specified in Schedule 3.
- 5.2 You must pay any Other Charges specified in Schedule 1 within fourteen (14) days of receiving an invoice from the University to do so.
- 5.3 You are not entitled to delay or withhold payment of any amount due under this Licence for any reason.
- 5.4 If you fail to pay any amount under this Licence, then the University may, in addition to any other rights it has under this Licence:
- (a) withhold the conferral any degree or award of the University; or
 - (b) decline to re-enrol you,
- in accordance with any by-law, rule or policy of the University.

6 SECURITY DEPOSIT

- 6.1 You must, on or before the date on which this Licence begins, pay to the University the Security Deposit specified in Schedule 1.
- 6.2 The University will retain the Security Deposit throughout the Licence Term. You are not entitled to claim any interest that the University may earn on the Security Deposit during the Licence Term.
- 6.3 If you do not comply with any of your obligations under this Licence, the University may deduct from the Security Deposit:
- (a) any expense or loss that the University (acting reasonably) incurs because of any failure by you to observe your obligations under this Licence; or
 - (b) any amount that you owe the University under this Licence, but unpaid by you.

The University may still claim against you for any shortfall that remains outstanding.

- 6.4 If the University calls on the Security Deposit, then you must, no later than seven (7) days after the University give you a notice to do so, pay to the University an additional amount so that the Security Deposit is always equal to the amount specified in Schedule.

7 YOUR OBLIGATIONS

- 7.1 You must:
- (a) clean the Licensed Area and University Property and protect and maintain them against damage (except reasonable wear and tear) or loss;
 - (b) notify the Manager immediately when you become aware of any repairs needed, or damage to or loss of the Licensed Area or University Property;
 - (c) pay to the University on demand (which the University may also deduct from the Security Deposit) any expense the University incur if you leave the Licensed Area or University Property in an unclean or damaged condition;
 - (d) tell the University promptly if your enrolment status as a student of the University changes or if you no longer satisfy the University's Eligibility Requirements for any reason;
 - (e) comply with the University's policies, rules or directions or any laws or regulations that apply to the Licensed Area or the Building or more generally, including those relating to:
 - (I) smoking, alcohol and drugs;
 - (II) behaviour of residents and visitors;
 - (III) installation and use of electrical appliances;
 - (IV) parking and traffic;
 - (V) noise control;
 - (VI) storage and removal of rubbish and waste;
 - (VII) security and emergencies; and
 - (VIII) occupational health and safety.
- 7.2 You must not:
- (a) use the Licensed Area for any purpose except as residential accommodation;
 - (b) allow visitors to stay overnight in the Licensed Area without first obtaining the Manager's consent;
 - (c) install or fix anything in the Licensed Area so that it becomes a fixture;
 - (d) change or reproduce any access devices to the Licensed Area or the Building or allow another person to use them;

- (e) not put anything down any sink, toilet or drain that could cause an obstruction or damage;
- (f) remove or interfere with any safety devices installed in or around the Licensed Area or the Building, including smoke detectors and alarms;
- (g) bring or keep any animal inside the Licensed Area or the Building;
- (h) bring onto, or store in or around, the Licensed Area or the Building any illegal substances or drugs;
- (i) bring onto, or store in or around, the Licensed Area or the Building any toxic or dangerous substances, without first obtaining the University's consent; or
- (j) behave in a manner that is disruptive, causes a nuisance, risks the health, safety or welfare of others, or breaches any behavioural codes or policies of the University (including those relating to harassment, bullying and motting).

8 LIABILITY, RISK AND SECURITY

- 8.1 You always remain responsible for:
- (a) the security and insurance of Your Property;
 - (b) the behaviour and property of any of your visitors and their compliance with any policies, rules or directions given by the University .
- 8.2 The University will hold you liable for any loss, damage or cost that the University incurs if you or any visitor of yours:
- (a) causes or contributes to the injury or death of any person in or on the Licensed Area or the Building; or
 - (b) do not observe any of your obligations under this Licence.
- 8.3 If your Licensed Area is shared accommodation, then you and each other licensee of that Licensed Area are jointly and severally liable for any damage or loss in connection with the Licensed Area of University Property.
- 8.4 You release the University from, and agree that the University are not liable for any claim, loss or expense you incur:
- (a) if University Property or any service that the University provide under this Licence is not available or is not working properly;
 - (b) your access or enjoyment of the Licensed Area is disrupted due to any repairs, renovations or construction works that the University carry out in or around the Licensed Area or the Building; or
 - (c) for any theft, loss or damage to Your Property or to any property of any visitor of yours.

9 EMERGENCIES

9.1 You agree that, if there is an emergency, or if the University, acting reasonably, become concerned about any risk to your health, safety or welfare (including in case of accident or illness), the University may contact your nominated Emergency Contact(s) listed in Schedule 1.

9.2 If:

- (a) you do not nominate an Emergency Contact(s); or
- (b) we are unable to contact or obtain assistance from your nominated Emergency Contact(s) within a reasonable period of time (taking into account the nature and urgency of the circumstances),

then we may contact or seek the assistance of (as appropriate) the police, ambulance, hospital or other emergency or health services.

9.3 You also expressly consent to the University's disclosing and obtaining relevant personal information about you or your circumstances in the circumstances set out in this clause without the University's having to first obtain your separate, written consent.

10 ESSENTIAL TERMS

- 10.1 Essential terms of this Licence are that you:
- (a) pay all amounts due under this Licence on time; and
 - (b) satisfy the University's Eligibility Requirements at all times during the Licence Term; and
 - (c) observe your obligations under clauses 4, 5, 6, 7 and 8 at all times during the Licence Term.

11 ENDING OR SUSPENDING THIS LICENCE

- 11.1 This Licence ends or is suspended immediately without the need for the University to give you separate notice of termination if:
- (c) you are expelled or excluded from the University for any reason; or
 - (d) the University determines under any of its policies or rules relating to student discipline that this Licence should be terminated or that your occupation of the Licensed Premises should be suspended for a specified period of time.

- 11.2 The University may also end this Licence, by notifying you seven (7) days in advance if you:
- (a) do not observe an essential term of this Licence;
 - (b) abandon the Licensed Area; or
 - (c) become bankrupt.
- 11.3 The University may end this Licence by notifying you fourteen (14) days in advance if you fail to observe an obligation of yours (other than an essential term) by the deadline the University specifies in a notice given to you to rectify that breach (which deadline must be reasonable, taking into account the nature and extent of the alleged breach).
- 11.4 If the University ends this Licence for any reason, you cannot hold the University liable for, and agree to release the University from, any claim, loss or expense you incur as a direct or indirect consequence of the University's ending this Licence.
- 11.5 You may end this Licence unilaterally at any time by notifying the University fourteen (14) days in advance.

12 EARLY TERMINATION FEE

- 12.1 If you end this Licence early under clause 11.5, then you must pay to the University an Early Termination Fee calculated as follows:
- (a) an amount equal to the Licence Fee that would have been payable by you under this Licence but for its early termination, calculated from the date on which this Licence ends up to and including the earlier of:
 - I. the date on which a new licensee moves into the Licensed Area; or
 - II. the Termination Date specified in Schedule 1; and
 - (b) any reasonable expenses the University incur in re-letting the Licensed Area, including advertising expenses.
- 12.2 You and the University agree that the Early Termination Fee is a reasonable estimate of any loss or bargain damages the University incurs as a result of your early termination of this Licence.

13 WHEN THIS LICENCE ENDS OR IS SUSPENDED

- 13.1 If your occupation of the Licensed Area is suspended then:
- (a) you must, unless the University tells you otherwise, remove Your Property from the Licensed Area for the duration of the Suspension Period;
 - (b) the University is under no obligation to find you alternative accommodation for the duration of your suspension;
 - (c) the University may, in its absolute discretion, agree to relocate you to Alternative Accommodation during part or all of the period for which you have been suspended, but on the conditions that:
 - I. you pay a licence fee and any other amounts at the normal rate the University normally prescribes for that Alternative Accommodation (even if this means an increase compared with what you already pay under this Licence);
 - II. you at all times observe all rules or directions the University specifies as a condition of your occupying that Alternative Accommodation; and
 - III. your right to occupy that Alternative Accommodation ends on (as the case may be) the last day of the period for which you have been suspended or an earlier date notified to you;
 - (d) if the University permits you to re-occupy the Licensed Area after your suspension ends, then the University may, in its discretion, impose any conditions or restrictions that it considers appropriate or necessary in the circumstances;
 - (e) your obligation to pay the Licence Fee and other amounts for the Licensed Area is suspended for the duration of your suspension; and
 - (f) the Licence Term will not be extended to take into account your suspension and will still end on the last day of the Licence Term.
- 13.2 You must, when this Licence ends:
- (a) vacate the Licensed Area and leave it in a clean and tidy condition;
 - (b) return to the University any access keys or other devices (including copies) to the Licensed Area or the Building;
 - (c) pay to the University all amounts (including, if applicable, any Early Termination Fee) due but unpaid under this Licence; and
 - (d) remove Your Property from the Licensed Area.

- 13.3 If you do not remove Your Property from the Licensed Area within seven (7) days after this Licence ends, then the University may treat it as abandoned and, in the University's absolute discretion, sell or otherwise dispose of it at your expense. The University will deduct from any sale proceeds:
- (a) the University's reasonable expenses of removing, storage and selling Your Property; and
 - (b) any other amounts owing to the University under this Licence,
- and credit you with any excess.
- 13.4 When this Licence ends, the University will conduct a final inspection of the Licensed Area and University Property to check their condition.
- 13.5 Subject to the University's rights under this Licence, the University will refund the Security Deposit to you after the University carries out a final inspection.

14 NOTICES

- 14.1 If you or the University give a notice or other communication under this Licence, then that notice must be:
- (a) in writing;
 - (b) signed by (as the case may be) you or the Manager; and
 - (c) delivered by hand or sent by prepaid post or facsimile to the address or facsimile number of the addressee as set out in Schedule 1, or as notified by the addressee to the sender from time to time.
- 14.2 A notice or other communication given under or about this Licence is taken by to be received when (as the case may be):
- (a) if delivered by hand, upon delivery;
 - (b) if sent by prepaid post, two (2) business days after posting;
 - (c) if sent by facsimile, when the sender receives a transmission confirming the facsimile has been sent to the addressee's facsimile number in its entirety.
- 14.3 For the avoidance of doubt, email communications are not an acceptable form of giving notice under this Licence.

15 MISCELLANEOUS PROVISIONS

- 15.1 If you or the University do not exercise or delay exercising a right, power or remedy, then this does not prevent the exercise of that right, power or remedy at a later time. A right or an obligation can only be waived in writing by the person who has the benefit of that right or obligation.
- 15.2 Unless this Licence specifies otherwise, this Licence cannot be varied unless and until you and the University first agree in writing.
- 15.3 Any approval or consent given by the University under this Licence is only valid if it is writing and signed by the Manager. The University may give an approval or consent with or without conditions.
- 15.4 If all or any part of this Licence is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction, the remainder of this Licence has full force and effect, and the validity or enforceability of that provision in any other jurisdiction is not affected.
- 15.5 The laws in force in New South Wales govern the terms of this Licence.
- 15.6 This Licence may be signed in any number of counterparts.

16 DICTIONARY

- 16.1 In this Licence, the following words have these meanings when they commence with capital letter:
- (a) **Alternative Accommodation** means any alternative accommodation to which you are relocated under this Licence;
 - (b) **Building** means the building or complex described in Schedule 1 in which the Licensed Area is located and includes any common areas (including parking spaces) within or around the Building;
 - (c) **Early Termination Fee** means the fee payable by you under clause 12 if you terminate this Licence early;
 - (d) **Eligibility Requirements** mean any requirements (including those relating to your status as a student of ours) that the University impose as a condition of your eligibility to apply for student accommodation with the University and to occupy the Licensed Area;
 - (e) **Licence Term** means the term of this Licence beginning and ending on the dates specified in Schedule 1;
 - (f) **Licensed Area** means the room or area described in Schedule 1 and, where applicable, includes any Alternative Accommodation;

- (g) **Manager** means the person named in Schedule 1 and includes any authorised officers or delegates of the Manager;
- (h) **Other Charges** means:
 - I. any fees for cleaning the Licensed Area that the University charges, including when you vacate it; and
 - II. charges for supply or use of water, gas, electricity and communications or other services or facilities supplied to or consumed in the Licensed Area.
- (i) **University Property** means any fixtures, fittings or other property installed in the Licensed Area, including any listed in Schedule 2;
- (j) **Your Property** means any property that you bring into the Licensed Area.

16.2 In this Licence unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) other grammatical forms of defined words and expressions have corresponding meanings;
- (c) a reference to a clause, paragraph or Schedule is a reference to a clause or paragraph of, or schedule to, this Licence and a reference to this Licence includes its schedules;
- (d) a reference to a person includes a firm, body corporate, unincorporated association or authority;
- (e) a reference to a person includes that person's executors, administrators, successors, substitutes and assigns;
- (f) where relevant, a reference to a party includes that party's directors, officers, employees, agents and contractors;
- (g) an agreement, representation, warranty, undertaking, covenant or indemnity given by or in favour of two or more persons binds them and is given or is for their benefit jointly and severally;
- (h) headings are for ease of reference only and do not affect the interpretation of this Licence;
- (i) anything after the words, "includes", "including", "for example" or other similar expressions does not limit what else is included;
- (j) a reference to a business day means Mondays to Fridays inclusive, except public holidays gazetted in New South Wales;
- (k) a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Sydney even if the obligation is to be performed elsewhere.