

## Residential Agreement Terms and Conditions

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### 1. Grant of licence

- (a) The University of Sydney (ABN 15 211 513 464) ("University") grants to the Resident for the Term a licence to reside in a room in the Residence as a lodger and use the Common Areas on the terms and conditions set out in this Agreement and the Resident accepts that grant.
- (b) The licence referred to in clause 1(a):
  - (i) is not exclusive as against the University;
  - (ii) does not give the Resident any tenancy, estate or interest in all or any part of the Room or the Residence;
  - (iii) is personal and must not be assigned; and
  - (iv) may not be sublicensed by the Resident without the prior written consent of the University.
- (c) The parties acknowledge that the *Residential Tenancies Act 2010* (NSW) ("Act") does not apply to this Agreement because this Agreement is of a kind referred to in section 8 of the Act and/or the Residence is exempted from the operation of the Act under clause 31 of the *Residential Tenancies Regulation 2019* (NSW).

### 2. Operator as agent

- (a) The University may appoint (or may have appointed) an Operator as its agent to manage this Agreement on behalf of the University.
- (b) The Resident acknowledges and agrees that the rights of the University under this Agreement may be exercised by the Operator as agent for and on behalf of the University.
- (c) The Resident will accept and comply with any direction or notice issued by the Operator on behalf of the University as if they were issued by the University itself.
- (d) Where this Agreement requires or permits the Resident to submit a notice to the University then the Resident must submit such notice to the Operator (if there is an Operator).
- (e) The Operator is not a party to this Agreement.
- (f) Nothing in this clause 2 precludes the University from acting in its own right. If there are any inconsistencies between directions from the University and those from the Operator, the directions from the University will prevail.

### 3. Room and room allocation

- (a) Subject to the terms and conditions of this Agreement, the Resident is entitled to occupy the Room from the Commencement Date and the Resident must vacate the Room no later than the Termination Date. Where the Room Type is:

- (i) single occupancy, the Resident may only occupy the Room as a single person and may not occupy the room in conjunction with any other person(s); or
- (ii) twin occupancy, the Resident may only occupy the Room in conjunction with one other person who has entered into a residential agreement with the University for twin occupancy of the Room.

(b) The Resident acknowledges that the Room is furnished with the Furniture. The Resident may not add any additional furniture, furnishings, or other items requiring an electrical connection or heat source or furniture over 40cm in diameter (including heaters, electric blankets, cooking appliances, lights, extra beds, mattresses or armchairs) to the Room without the approval of the University (which must not be unreasonably withheld).

(c) Whilst the Room Type will be as described in this Agreement, the location of the Room allocated to the Resident and the other residents within the Residence is within the absolute discretion of the University.

(d) The University may, with not less than seven days prior notice to the Resident (or without notice in the case of clause 3(d)(ii)(C) or clause 3(d)(ii)(F)), move the Resident to another room of the same Room Type or to a room of no lesser standard in the Residence or in an Other Residence:

- (i) during the Summer Period; and
- (ii) at any time if the University reasonably considers it necessary or desirable:
  - (A) for repair and maintenance purposes;
  - (B) for reasons of student safety or student welfare (including to cater for the specific needs or health (including mental health) requirements of a resident);
  - (C) in an actual or suspected Emergency;
  - (D) to address difficulties between residents of the Residence;
  - (E) for the effective economic use of the University's student accommodation resources; or
  - (F) to correct an administrative or clerical error,

and the Resident must comply with any such requirement to move to another room within the period specified by the University (acting reasonably). If the Resident fails to do so, the University may arrange to move the Resident's possessions to the alternate room or to storage (if so required).

(e) Despite clause 3(d), in the event of an actual or suspected Emergency, the University may, without notice to the Resident, temporarily move the Resident to another room in the Residence or in an Other Residence.

(f) If the University requires the Resident to move to another room under clause 3(d) or 3(e), the Resident will not be required to pay any Other Fee. If the relocation is temporary (in the case of clause 3(e) or as notified by the University to the Resident), the Resident must vacate the temporary room and return to the Room as and when directed to do so by the University. If the Resident fails to do so, the University may arrange to move the Resident's possessions back to the Room or to storage (if so required).

- (g) The Resident may reside only in the Room allocated to them by the University and may not move to another room in the Residence without the University's prior written consent (which must not be unreasonably withheld). If the Resident fails to comply with this clause 3(g), then the University may immediately terminate this Agreement and the provisions of clause 15 will apply.
- (h) The Resident may request to be moved to another room and the University may consent to the request (which must not be unreasonably withheld). Whether or not the request is approved, the Resident must pay to the University the request to move fee specified in the Fees Schedule.
- (i) If for any reason the Resident moves into:
  - (i) a room type that has a lower room fee than the Room, then the Resident will pay the lower room fee while they occupy that room; or
  - (ii) a room type of a higher standard that has a higher room fee than the Room (unless the move is temporary in the case of clause 3(e) or as notified by the University to the Resident), then the Resident will, subject to agreement between the Resident and the University, pay the higher room fee until the Termination Date.
- (j) Unless the relocation is temporary (in the case of clause 3(e) or as notified by the University to the Resident), if the Resident moves to another room for any reason (including if required to move by the University under clause 3(d) or if the University approves the Resident's request under clause 3(h)), the new room will become the Room for the purposes of this Agreement and the amount payable under clause 3(i) will become the Room Fee for the purposes of this Agreement.

#### 4. Common Areas

- (a) Subject to this Agreement, the Resident may use the Common Areas for their intended purposes in common with the University and other residents. The Common Areas are for the use and enjoyment of all residents of the Residence.
- (b) The Resident must not obstruct access to, overload, store or leave any equipment or personal belongings in or otherwise interfere with Common Areas.
- (c) The Resident must promptly clean up any mess made by them in Common Areas (including in any kitchen areas) and must not cause any damage to any part of the Common Areas or the furniture and fittings in those areas. The Resident is responsible for any damage they cause to the Common Areas.
- (d) The Resident must not bring or use any cooking equipment requiring an electrical connection or any other heat-based cooking device into the Residence, without the University's approval. The following items are prohibited (and will not be approved): pressure cookers, portable gas stoves and deep fryers, as well as extension cords and power boards.
- (e) If the Residence has barbeques available for common use, the Resident must only use them for their intended purposes and keep them clean and tidy after each use. Barbeques and charcoal fluid are not permitted inside buildings (including any Room) in the Residence. The Resident must not move any barbeques supplied by the University or bring any barbeque or grill into any part of the Residence.

(f) Provided the University first gives reasonable notice to the Resident (unless it is not reasonably practicable to give notice in the circumstances), the University may carry out works to, amongst other things, alter, install, repair, maintain, remove, replace and refurbish the Common Areas and may temporarily interrupt access to the Common Areas.

## 5. Enrolment status

- (a) The Resident warrants that they are a Student (or will be entitled to be a Student as and from the Commencement Date) and will continue to be a Student for the Term.
- (b) If the Resident is a Student of the University, by entering into the Agreement, the Resident authorises the General Manager (or delegate) to access the Resident's enrolment details for each academic year or each semester for the purpose of ensuring that the Resident is a Student. The General Manager (or delegate) will not be required to separately obtain the Resident's consent or authorisation in this regard.
- (c) If the Resident is a Student of another tertiary education institution, the Resident must provide evidence of their enrolment status to the University, when requested.
- (d) The Resident acknowledges that the University has entered into this Agreement relying upon the warranty given in clause 5(a).
- (e) The Resident undertakes and agrees that if, for any reason, the Resident ceases to be a Student (or becomes disentitled to be enrolled as a Student) at any time during the Term, the Resident must notify the University within seven days and the University may in its absolute discretion terminate this Agreement by giving at least two weeks notice to the Resident.

This clause 5 does not apply if the Resident is a Short Stay Resident.

## 6. Fees and payments

- (a) The Resident must pay:
  - (i) the Acceptance Fee and the Deposit on or before the date the Resident enters into this Agreement;
  - (ii) the Room Fee, in accordance with clause 6(b);
  - (iii) the standard cleaning fee specified in the Fees Schedule on the Commencement Date;
  - (iv) if the Fees are paid by credit card, the credit card surcharge specified at <https://www.sydney.edu.au/content/dam/corporate/documents/study/fees/differentiation-surcharge-information.pdf>;
  - (v) the Other Fees payable under this Agreement; and
  - (vi) any Indemnified Amounts.
- (b) Unless otherwise agreed by the parties, the Resident must pay the Room Fee:
  - (i) in fortnightly instalments, in advance, commencing on the date notified by the University and on or before the dates specified in the Payment Schedule;
  - (ii) by one of the electronic payment methods nominated by the University on the Student Accommodation Portal;

- (iii) without deduction or set-off; and
- (iv) subject to clause 15, for the whole of the Term whether or not the Resident resides in the Room.
- (c) The University may, but is not obliged to, enter into a specific payment plan with the Resident if the Resident can demonstrate a need for staggered or delayed payments. All payment plans require all payments to be made in advance and must be signed by the University and the Resident prior to the payment plan commencing. The terms of this Agreement will be modified to the extent required to give effect to such a payment plan.
- (d) The Resident must challenge any Fee or Indemnified Amount within 28 days of notice of the Fee or the Indemnified Amount (as applicable).
- (e) The Resident acknowledges that there will be no reduction in Fees payable in the event that any of the internet or other services provided by the University in the Residence are temporarily interrupted or replaced with alternative utilities or services.
- (f) If agreed between the parties, the University may apply any overpayment of any Fee towards the payment of any other Fee or amount due and payable by the Resident under this Agreement which have not been paid by the Resident.
- (g) Any overpayment of Fees, or any balance of such overpayment after any deduction by the University in accordance with this Agreement, will be refunded to the Resident within 45 days of termination of this Agreement.

## 7. Deposit

- (a) The Deposit will be held by the University and may be applied towards:
  - (i) the reasonable cost of repairs to the Room, Furniture or the Common Areas as a result of damage (other than fair wear and tear) caused or contributed to by the Resident (or a Resident's Associate);
  - (ii) any Fee or other amount due and payable by the Resident under this Agreement which has not been paid by the Resident;
  - (iii) the reasonable cost of any necessary cleaning of the Room, Furniture or the Common Areas, the need for which is caused or contributed by the Resident; and
  - (iv) the reasonable cost of replacing locks or other security devices altered, removed or added by the Resident without the consent of the University,
- (b) If all or any part of the Deposit is applied by the University under clause 7(a) or another provision of this Agreement, the Resident must pay to the University within seven days of being given notice requiring them to do so, the amount necessary to restore the Deposit to the amount specified in the Residential Agreement Acknowledgement.
- (c) The Resident must not fail or refuse to pay any Fees and/or other amounts due and payable under this Agreement with the intention that the outstanding amount be recovered by the University from the Deposit.
- (d) The Deposit, or any balance of the Deposit (if any) after any deduction from the Deposit by the University in accordance with this clause 7, will be refunded to the Resident within 45 days of termination of this Agreement unless the Resident agrees that the University may retain the Deposit and apply it as the deposit under any subsequent Residential Agreement.

## 8. Resident's responsibilities and behaviour

(a) The Resident must:

- (i) keep the Room in a reasonably clean and tidy state at all times;
- (ii) notify the University as soon as practical of any damage to the Room, Furniture or the Common Areas;
- (iii) without limiting any other provision of this Agreement, pay for the reasonable costs of repairing any damage the Resident (or a Resident's Associate) causes to the Room, Furniture or the Common Areas;
- (iv) regularly check their mail box. The University will not sign for any courier or mail item on the Resident's behalf unless management agrees to collect parcels on the Resident's behalf and the Resident has signed any necessary authority or consent form to enable management to do so;
- (v) ensure lights and other electrical equipment are turned off when not in use;
- (vi) comply with the University's and the Operator's policies, procedures and rules (including, without limitation, any Resident Handbook) as notified by the University to the Resident prior to entering into this Agreement or as varied under clause 11(c);
- (vii) comply with the reasonable directions and instructions of the University, the Operator and all operational staff (including, without limitation, those designated as "Residential Life Coordinators" and "Resident Assistants" (if any));
- (viii) complete any online educational or training module required by the University or the Operator;
- (ix) if the Resident is a Student of the University, complete the Respect@Sydney training, within 1 month of arrival;
- (x) ensure that all of the Resident's information on the Student Accommodation Portal is up to date, including but not limited to, the Resident's photograph and mobile phone number; and
- (xi) notify the University of any absence from the Room exceeding 48 hours. If a Resident is absent for longer than 72 hours without notification, the University may enter the Resident's Room to investigate and may report the Resident as a missing person and/or contact the Resident's next of kin.

(b) The Resident must not:

- (i) create any noise, nuisance or other disruption in or around the Residence that is likely to interfere with the peaceful enjoyment of any other residents, any other person using the Residence, any neighbours of the Residence or the public;
- (ii) use any outdoor Common Areas before 7am or after 10pm on any day of the week;
- (iii) attach any thing, item, furniture, fixture or fitting in the Room or the Common Areas (including posters, pictures and wall hangings);
- (iv) alter or add to the Room or the Common Areas without the University's prior written consent;

- (v) remove any Furniture, fixtures or fittings (including data port(s)) in the Room and/or Common Areas without the University's prior written consent;
- (vi) damage or misuse any Furniture, fixtures or fittings (including data port(s)) in the Room and/or Common Areas;
- (vii) cause congestion to the data network by downloading large files such as movies (and continue to do so despite a warning from Residence management);
- (viii) smoke any substance in their Room or in the Residence, including the outside areas of the Residence;
- (ix) possess, cultivate, supply or use any illegal drugs or substance or prescription medication (other than for its intended purpose), or any equipment used for such illegal drugs, substances or medications. If the Resident is found to be in possession of any illegal drugs, substance or prescription medication (other than for its intended purpose) the University may (amongst other things) immediately confiscate them and may report the incident to the police;
- (x) possess any firearms or other weapons. If the Resident is found to be in possession of any firearms or weapons the University may (amongst other things) immediately confiscate them and may report the incident to the police;
- (xi) write, draw or mark any surface forming part of the Residence, including by using chalk. If the Resident is found to be responsible for any chalking or other graffiti, they will be liable for (amongst other things) the reasonable cleaning cost as an Indemnified Amount;
- (xii) use the Residence's internet network (if any) or other parts of the Residence to conduct any criminal and/or illegal activity;
- (xiii) unless the Room contains a kitchenette, cook in their Room, including by using microwaves, kettles, toasters, rice cookers, electric woks, frypans or hotplates. Cooking is only permitted in designated communal kitchen areas and in kitchenettes (using appliances approved or provided by the University);
- (xiv) obstruct, interfere with or in any way block any building access, including any disabled access, ramps, fire doors, stairs or lifts. The University may (amongst other things) remove any items that are causing such a blockage;
- (xv) keep any hazardous materials including aerosol paint spray cans, automotive or industrial products, chemicals, propane, kerosene or corrosive materials in their Room or anywhere in the Residence;
- (xvi) allow any Visitor to use the laundry facilities;
- (xvii) keep any pets in their Room or elsewhere in the Residence. Pets includes all animals, fish, birds and reptiles, but does not include any guide dog or registered assistance animal that the University has been notified of prior to entering into this Agreement;
- (xviii) conduct any business of any description from their Room or the Residence, including any online business;
- (xix) post any flyers or advertising material anywhere in the Residence without the University's approval and, if approved, only in the areas designated by the University as notice boards;

- (xx) bring any shopping trolleys onto the Residence; or
- (xxi) use any amplified sound equipment (including musical instruments, televisions, radio and microphones) in any outside area of the Residence (including any rooftop terrace) at any time.
- (c) The Resident must not threaten, abuse (whether sexually, physically, verbally or otherwise), intimidate, harass, bully or carry out hazing on any member of staff of the University or the Operator, any other resident, trades people or any other person using the Residence, including either directly or through online, social media or other means. If the Resident fails to comply with this clause 8(c) then the University may immediately terminate this Agreement and the provisions of clause 15 will apply.
- (d) The Resident must not engage in gender-based violence, which means any form of physical or non-physical violence, harassment, abuse or threats, based on gender, that results in, or is likely to result in, harm, coercion, control, fear or the deprivation of liberty or autonomy of any person. If the Resident fails to comply with this clause 8(d) then the University may immediately terminate this Agreement and the provisions of clause 15 will apply.
- (e) The Resident acknowledges that the Student Charter applies to conduct in all parts of the Residence including the Room and the Common Areas. If the University determines that the Resident has breached the Student Charter then that will constitute a breach of this Agreement and the University may (amongst other things) immediately terminate this Agreement and the provisions of clause 15 will apply.
- (f) The Resident must obey all laws relating to residing in and using the Room and the Residence, comply with any lawful notice issued by any authority and will notify the University immediately of any notice received.
- (g) Without limiting clauses 8(a)(vi) or 8(a)(vii), the Resident must comply with the University's and the Operator's reasonable directions and cooperate with the University and the Operator in its response to:
  - (i) any actual or suspected Emergency; and
  - (ii) COVID-19 or other pandemic, epidemic, local disease outbreak, public health emergency or quarantine including, without limitation, if requested by the University or the Operator:
    - (A) wearing face masks, checking-in and being screened before entering the Premises in accordance with any reasonable processes requested by the University or the Operator; and
    - (B) complying with all laws and the requirements of NSW Health including public health orders and safety plans.

## 9. Alcohol

- (a) The Resident must not:
  - (i) supply alcohol to any person under the age of 18 years;
  - (ii) sell or distribute alcohol in the Residence; and
  - (iii) do or permit any other things that are inconsistent with the responsible consumption of alcohol.

(b) The following are not permitted in any part of the Residence including in any Room and/or the Common Areas:

- (i) kegs;
- (ii) alcohol apparatuses that enable a person to consume large quantities of alcohol quickly;
- (iii) alcohol that is not specifically manufactured for human consumption;
- (iv) drinking games; and/or
- (v) promotional activities in cooperation or connection with alcohol suppliers.

## 10. Family Members, Visitors, gatherings and noise restrictions

- (a) Family Members approved during the application process may reside in the Room with the Resident during the Term. A Family Member may not stay in the Room overnight without the Resident unless the University has provided its prior written approval.
- (b) The Resident is responsible for the conduct and behaviour of all of the Resident's Associates and the Resident is liable for all expenses, costs, fees, charges and damage incurred by such Resident's Associates including any injury or property damage they cause.
- (c) The Resident must ensure that any and all Resident's Associates or other person who is in the Residence in their company comply with the Resident's obligations under this Agreement and do not do anything which the Resident is prohibited from doing by this Agreement.
- (d) A Visitor is not permitted, and the Resident must not allow, any Visitor to stay in their Room overnight.
- (e) All Visitors must be recorded in a guest register at the Residence.
- (f) All Visitors must vacate the Residence by 10pm on Sunday to Thursday (inclusive) and by midnight on Friday and Saturday.
- (g) All Visitors must leave (and the Resident responsible for the Visitor must procure them to leave) the Residence immediately if reasonably requested to do so by Residence management whether or not this clause 10 has been complied with. Residence management may escalate the matter to security and/or police for a failure to comply with any such direction.
- (h) The Resident must at all times comply with any policies, procedures and rules relating to parties, noise and alcohol consumption.
- (i) When a Resident holds a social gathering (with the University's prior approval), the Resident must comply with the following conditions, subject always to any policies, procedures and rules relating to parties, noise and alcohol consumption and/or Residence management reasonable direction:
  - (i) All nights of the week: Gatherings in outdoor Common Areas must cease by 10pm;
  - (ii) Week Nights (Sunday to Thursday inclusive): Gatherings with a reasonable amount of noise may be held in rooms, outside rooms and in Common Areas until 10pm;

- (iii) Weekend Nights (Friday & Saturday nights): Gatherings that generate a reasonable amount of noise may be held in rooms, outside rooms and in indoor Common Areas until midnight;
- (iv) Music: Stereos, other audio devices, musical instruments (including singing) must not be used for outdoor gatherings and use of such devices is restricted to indoors (with doors closed);
- (v) Exam Periods: During official University exam periods and any period pre-the exam periods assigned for studying ("exam period"), no social gatherings are to be held that may disturb other residents, except with the prior written approval of Residence management. From time to time, Common Areas may be closed and/or converted to quiet study areas, to minimise noise that may disturb residents' study and sleep and to facilitate quiet studying during exam periods.

(j) If the Resident invites a Visitor to attend an event or social gathering in the Residence, the Resident must accompany the Visitor at all times.

## 11. University's rights

- (a) Provided the University first gives reasonable notice to the Resident (unless it is not reasonably practicable to give notice in the circumstances), the University may access the Room for any reason it considers reasonably necessary including for routine cleaning, to carry out repairs and maintenance, for security purposes, in an actual or suspected Emergency, to carry out inspections of the Room and to show the Room to prospective residents.
- (b) The University may close the Residence or parts of the Residence (including any Common Area) in any actual or suspected Emergency or any other time the University reasonably considers necessary including, without limitation, so as to comply with requirements or follow recommendations of NSW Health.
- (c) Provided the Resident is given at least 14 days' notice, the University and/or the Operator may change or vary their respective policies, procedures and rules (including, without limitation, any Resident Handbook). If the relevant change or variation materially and detrimentally affects the Resident's right to reside in the Room and/or use the Residence, the Resident may terminate this Agreement under clause 15(a).
- (d) The University may do anything which the Resident should have done under this Agreement if the Resident does not promptly do so or, if in the University's reasonable opinion, the Resident does not do so properly. The Resident must reimburse the University for any costs, expenses and liabilities reasonably incurred by the University under this clause 11(d).

## 12. Condition, repair and maintenance

- (a) The University makes the Room available to the Resident in the condition set out in the Condition Report.
- (b) The Resident must inspect the Room, complete the Resident's section of the Condition Report and return the Condition Report to the University within two business days after the Resident's arrival at the Residence. If the Condition Report is not returned by the Resident, the Resident will be taken to agree with the accuracy of the section of the Condition Report completed by the University.

- (c) The Resident is responsible for the reasonable costs associated with repairing or rectifying the Room during the Term due to damage caused or contributed to by the Resident (or a Resident's Associate) including the costs of attendances and services provided by University security and maintenance staff and any non-University tradesperson such as a locksmith, plumber, electrician, glazier, pest control and the fire brigade. The Resident is not permitted to arrange for repairs by their own contractors. The Resident will not be responsible where the attendances and services are the result of reasonable wear and tear to the Room or are the result of circumstances beyond the Resident's control.
- (d) In relation to all repairs (whether or not they are urgent and whether or not they are outside business hours), the Resident must lodge a maintenance request as required and advised by the University. The Resident must not carry out any repairs themselves, including changing light bulbs.
- (e) The Resident must pay the standard cleaning fee specified in the Fees Schedule for any necessary cleaning during the Term, the need for which is caused or contributed by the Resident.

### 13. Security, locks and keys

- (a) The Resident is not permitted to change any of the locks in the Room.
- (b) Key cards and keys must not be duplicated or left in the card reader and/or door.
- (c) The Resident must immediately report the loss or damage of any door locks, keys and/or security access cards to the University.
- (d) If the Resident locks themselves out of the Room, the Resident should contact the person nominated by the University and the lockout fee specified in the Fees Schedule will be charged to the Resident by the University.
- (e) Without limiting the Resident's other obligations under this Agreement, the Resident is responsible and liable to pay for the cost of:
  - (i) repairing any door locks to the Room due to damage caused or contributed to by the Resident (or a Resident's Associate) (excluding repair required due to fair wear and tear);
  - (ii) replacing any issued key or security access cards lost, damaged or misplaced (the cost of which is specified in the Fees Schedule); and
  - (iii) replacing any issued key or security access cards if the Resident fails to return his or her key or security access card personally to the University on or before the Termination Date (or if this Agreement is terminated earlier, on that date).
- (f) When the Resident leaves the Room, the Resident must ensure that all external doors are locked and must not tamper with the locking mechanism to keep any door (or window) unlocked while closed. The Resident agrees that the Resident is jointly and severally liable with any other residents of the Room to lock all windows (if necessary) and doors in the Room to prevent access from intruders.
- (g) The University is not responsible for any theft or damage to any of the parts, equipment or contents of the Resident's property, except to the extent that the theft or damage is caused or contributed to by the acts or omissions of the University.

## 14. Smoke alarms, fire safety and emergencies

- (a) Under no circumstances will the Resident remove, interfere with, tamper or obstruct any smoke alarm, fire exit sign, fire door, fire extinguisher, evacuation plan or any other fire protection equipment within the Room or any part of the Residence.
- (b) The Resident must not do anything in connection with the Residence that might result in a fire safety risk or hazard. For example, the Resident must not:
  - (i) use electric blankets, any heater other than a heater supplied by the University, candles, open flame torches, incense or other open flame devices anywhere inside or around buildings in the Residence, including in Rooms and Common Areas; or
  - (ii) misuse the heaters in any manner that would be a fire hazard, such as by drying clothes on or close to heaters or placing heaters close to curtains or soft furnishings.
- (c) The Resident is responsible and liable to pay an Indemnified Amount for call outs triggered by the Resident or a Resident's Associate, including any false alarms. An indicative amount for this Indemnified Amount is specified in the Fees Schedule, however this amount is indicative only and the Resident will be liable for the full Indemnified Amount.
- (d) In case of an actual or suspected Emergency or an Emergency drill, the Resident must follow instructions given by the University, the Operator and/or emergency personnel (for example, firemen and policemen).
- (e) If the Resident fails to comply with any of the provisions of this clause 14 then the University may immediately terminate this Agreement and the provisions of clause 15 will apply.

## 15. Early termination

- (a) The Resident may terminate this Agreement prior to the Termination Date by giving written notice to the University of at least the applicable notice period specified in Schedule 2 and the Agreement will terminate on and from the end of that notice period.
- (b) The University may terminate this Agreement on at least seven days notice after the date of this Agreement and before the Commencement Date if the Resident is a Returning Resident and:
  - (i) the Resident committed a serious or material breach of any of the provisions of the residential agreement that preceded this Agreement and the breach was not known to the University at the time of entering into this Agreement; or
  - (ii) for reasons of student safety or student welfare.
- (c) The University may terminate this Agreement prior to the Termination Date:
  - (i) immediately if the Resident breaches any of the provisions in this Agreement which provide the University with the right to immediately terminate, being clauses 3(g), 8(c), 8(d), 8(e), 14 and 16;
  - (ii) by notice to the Resident effective on the date specified in the notice if the Resident:

- (A) breaches any of its obligations, provided the University has given the Resident a notice specifying the breach and a time period within which the breach is to be rectified, and the Resident has failed to remedy the breach within that time period;
- (B) commits a breach of its obligations which is not capable of being remedied; or
- (C) fails to pay any of the amounts referred to in clauses 6, 11(d), 12 or 13 within 28 days after the due date for payment;

- (iii) without limiting clauses 15(c)(i) or 15(c)(ii), by notice to the Resident effective on the date specified in the notice, if the Resident's continued occupation poses a threat to the safety, welfare or quiet enjoyment of the other residents in the Residence; or
- (iv) by giving at least two weeks notice to the Resident, if the Resident ceases to be a Student (or becomes disentitled to be enrolled as a Student) in accordance with clause 5(e).

(d) If the Resident terminates this Agreement under clause 15(a) or the University terminates this Agreement under clause 15(b) or 15(c):

- (i) the Resident must pay the Cancellation Fee;
- (ii) the University will refund any Room Fees that have been paid by the Resident in advance less:
  - (A) the Cancellation Fee; and
  - (B) any other Fee or amount due and payable by the Resident under this Agreement which have not been paid by the Resident as at the effective date of termination; and
- (iii) the University will not refund the Acceptance Fee.

(e) If the effective date of termination will be after the Commencement Date, then:

- (i) the University must first consider any applicants on the waiting list to become a replacement resident and will otherwise take reasonable steps to find a replacement resident;
- (ii) the Resident may ask the University to select an applicant on the waiting list to become a replacement resident;
- (iii) if there are no applicants on the waiting list, the Resident may find a replacement resident to occupy the Room, however that replacement resident must:
  - (A) be a Student;
  - (B) be acceptable to the University, acting reasonably; and
  - (C) agree to sign an agreement in the form reasonably required by the University (which may be on different terms and conditions as this Agreement).

(f) The parties acknowledge and agree the Cancellation Fee payable by the Resident is a genuine pre-estimate of the University's loss as a result of the termination.

(g) Nothing in this clause 15 releases the Resident from any costs and expenses the Resident has incurred under this Agreement up to the date of termination including those costs or expenses incurred by the Resident under clauses 6, 11(d), 12 and 13.

## 16. Discipline and Misconduct

(a) Without limitation, the Resident will be guilty of misconduct if they have:

- (i) repeatedly breached a term of this Agreement;
- (ii) breached any of their responsibilities under clause 8 or clause 9; or
- (iii) broken any law at the Residence or during the Term.

(b) Without limiting clause 15, in the event of misconduct, the University may carry out disciplinary action including:

- (i) issuing a warning notice notifying the Resident of the misconduct and the steps required by the Resident to ensure their continued occupation of the Room;
- (ii) imposing additional conditions on the Resident's continued occupation of the Room; or
- (iii) notifying relevant authorities, including the police; and
- (iv) in the event of misconduct that cannot be rectified, or is illegal, or which, in the University's opinion, has caused serious distress to other residents or staff, immediately terminating this Agreement and the provisions of clause 15 will apply.

(c) If the Resident fails to comply with any warning notice or additional conditions referred to in clause 16(b) then the University may elect to immediately terminate this Agreement and the provisions of clause 15 will apply.

## 17. Moving out procedures and obligations

(a) On or before the Termination Date (unless an extension to the Term is agreed with the University in writing prior to the expiry of the Term) or if this Agreement is terminated earlier, on or before that earlier date, the Resident must:

- (i) return the Room to the University in the same condition and repair as the Room was in at the Commencement Date as specified in the Condition Report (fair wear and tear excepted) and in accordance with clause 8(a);
- (ii) if the Resident occupies an apartment or house, ensure (jointly with other residents of that apartment or house) the Common Areas are left tidy and in good condition and repair (fair wear and tear excepted);
- (iii) remove from the Room any property belonging to the Resident;
- (iv) return the Room to the University free from rubbish;
- (v) return to the University all keys, swipe cards and any form of security devices to the Room and the Residence that have been issued to the Resident. If the Resident fails to do so, the Resident must pay the reasonable cost of replacing those security devices and the reconfiguration of the lock system as determined by the University. The Resident acknowledges and agrees that the University may, in its absolute discretion, deduct such costs from the Deposit; and

(vi) vacate the Room and the Residence.

(b) After the Resident has vacated the Room the University will, within seven days, inspect the Room (and Common Areas where appropriate) and compare it to the condition and repair specified in the Condition Report (fair wear and tear excepted). If the University determines, acting reasonably, that additional cleaning (including, without limitation, professional cleaning of the floor coverings) will be required and/or repairs are required and/or that any furniture is missing, the Resident will be liable to pay the reasonable cost of such additional cleaning or repair or replacement of furniture. The Resident acknowledges and agrees that the University may deduct any costs incurred under this clause from the Deposit.

(c) If the Resident does not vacate the Room as required under clause 17(a), then the Resident must pay the overstay fee specified in the Fees Schedule to the University on demand by the University, such fee being charged per day from the Termination Date until the day the Resident has fully complied with its obligations under clause 17(a).

(d) The University takes no responsibility for items left in the Room after the Resident vacates the Room and the Resident acknowledges that the University may dispose of any such items, including food.

(e) If the University is obliged to remove, store or dispose of any abandoned property, the University may recover from the Resident, and the Resident must pay as a debt due on demand, any costs which the University incurs in the removal, storage or disposal of any such abandoned property.

## 18. Liability

(a) The Resident agrees to use the Room, the Common Areas and other parts of the Residence and its services at the Resident's own risk.

(b) The Resident releases the University from all actions, claims and demands of any kind and from all liability which may arise in respect of any accident or damage to or loss of property (including by theft or robbery) or injury to or death of any person in or in the vicinity of the Room or the Residence except to the extent that any accident or damage to property or injury or death is caused by the University's wilful or negligent act or omission.

(c) The Resident is responsible for contents insurance for personal items in the Room.

## 19. Privacy Statement

(a) The University is subject to the *Privacy and Personal Information Protection Act 1998* (NSW) and the *Health Records and Information Privacy Act 2002* (NSW). The University has a [Privacy Policy](#) (which includes a Privacy Management Plan) and [Privacy Procedures](#) which set out how it will comply with those Acts. These documents are available online at: <http://sydney.edu.au/arms/privacy/index.shtml>.

(b) In order for the University to grant the Resident a licence to reside in a room in the Residence, the Resident will be required to provide the University with personal information.

(c) By entering into this Agreement, the Resident consents to their personal information being:

(i) used by the University in order to facilitate and administer this Agreement;

- (ii) passed on to an Operator, if the University has appointed an Operator;
- (iii) if the Resident is a Student of the University, shared with other areas of the University for reasons of supporting the Resident's wellbeing, including to Student Wellbeing;
- (iv) if the Resident is a Student of another tertiary education institution, shared with that institution for reasons of supporting the Resident's wellbeing;
- (v) used to maintain contact and keep the Resident up-to-date with information about the University and the Residence, services, events and achievements, and to seek feedback through surveys, forums and other activities, both whilst the Resident is residing in a room at the Residence and once the Resident has left the Residence; and
- (vi) passed on to groups affiliated with the Residence and the University, such as alumni associations, foundations (local and overseas), Sydney University Sport and Fitness and the University of Sydney Union.

(d) By entering into this Agreement, the Resident consents to the University or the Operator contacting the Resident's nominated next of kin or emergency contact person and releasing the Resident's personal information concerning their health, well-being, personal safety, enrolment status at the University (or other tertiary education institution) and/or that the Resident is still a resident if required for reasons of health, well-being or personal safety.

## 20. Photographs, filming and recording devices

- (a) The Resident acknowledges that from time to time the University or the Operator may take photographs or record and reproduce on film or tape or by other means, the Resident participating in the life of the Residence. This could include organised or non-organised activities both in and outside of the Residence (the 'Recording').
- (b) By entering into this Agreement, the Resident consents to the University or the Operator using any Recording for promotional materials by any means including publishing the Recording in all forms of media throughout the world for educational promotion, advertising and marketing related to the University. The Resident may withdraw their consent at any time by notification in writing to the University or, where relevant, the Operator of the Residence.
- (c) Residents and Resident's Associates are not permitted to:
  - (i) make or attempt to make an audio or video recording of private, non-public conversations, informal gatherings and/or meetings without the knowledge and consent of all participants the subject of such recordings. This includes, without limitation, making, attempting to make, transmitting, or attempting to transmit audio or video of any person(s) in bathrooms, showers, bedrooms, Common Areas, or other premises where there is a reasonable expectation of privacy; or
  - (ii) film or record in or into any part of a Residence without the University's prior approval.

## 21. CCTV Cameras

- (a) CCTV cameras may be installed in the Common Areas and will be operated by the University and, where relevant, the Operator of the Residence.
- (b) The Resident acknowledges that:
  - (i) the Resident's image may be captured by the CCTV cameras in the Common Areas; and
  - (ii) the University and, where relevant, the Operator may access the footage captured by the CCTV cameras (which may include personal information of the Resident).
- (c) Any personal information collected by the CCTV cameras will be handled in accordance with the University's [Privacy Policy](#) (which includes a Privacy Management Plan) and [Privacy Procedures](#), copies of which are available online at: <http://sydney.edu.au/arms/privacy/index.shtml>.
- (d) The Resident acknowledges the use of the CCTV cameras in the Common Areas.

## 22. Bicycle and Car Parking

- (a) The Resident must ensure that bicycles (including electric bicycles) are left secured on the bicycle racks provided within the Residence. Bicycles must not be left in any other location such as in Rooms, hallways, against street signs, fences or lamp posts. Any bicycles left in any location other than on the bicycle racks will be removed by the University.
- (b) The Resident must not charge an electric bicycle battery in the Room.
- (c) The Resident acknowledges that there is no car parking included or available unless otherwise advised by the University.
- (d) If the Resident is advised by the University that car parking is available:
  - (i) the Resident may seek permission to use the relevant car park by written notice to the University including details of the registration number of the vehicle for which permission is sought;
  - (ii) the University may, in its absolute discretion and by written notice to the Resident, provide permission for the Resident to use the relevant car park;
  - (iii) the University may at any time impose such conditions on permission given under clause 22(d)(ii) as the University reasonably sees fit; and
  - (iv) if the Resident is given permission under clause 22(d)(ii), the Resident must:
    - (A) comply with any conditions imposed under clause 22(d)(iii);
    - (B) comply with the Resident's obligations under this Agreement as if the relevant car park was part of the Residence, including the Resident's obligations under clause 8;
    - (C) ensure that no other vehicles, except for the vehicle for which permission is given under clause 22(d)(ii), uses the relevant car park;

- (D) if the permission given under clause 22(d)(ii) is limited to a single car parking space, ensure that the vehicle for which permission is given under clause 22(d)(ii) is only parked in the allocated car parking space;
- (E) comply with the University's requirements and directions in connection with the operation, safety and security of the car park; and
- (F) not do anything in relation to the car park that could cause danger, disturbance or inconvenience to others using the car park.

## 23. Summer Letting

- (a) The University may, in its absolute discretion, let rooms within the Residence for casual accommodation over the Summer Period.
- (b) The University or the Operator may notify the Resident that there is demand for the Room, offer to end this Agreement early and propose a new termination date.
- (c) If the Resident agrees to end this Agreement early:
  - (i) the new termination date will become the Termination Date for the purposes of this Agreement;
  - (ii) the Resident will not be required to pay any Other Fee as a result of the early termination; and
  - (iii) the provisions of clause 17 will apply.
- (d) The Resident will not be under any obligation to agree to early termination of this Agreement under this clause 23.
- (e) The Resident acknowledges that the University may receive a higher fee than the Room Fee for letting the Room for casual accommodation over the Summer Period and the Resident will have no claim against the University in respect of the higher fee.

## 24. General

- (a) This Agreement is governed by the law of the state of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that state and all courts of appeal from those courts.
- (b) 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 the Resident, sent to the Resident's email address specified in the Residential Agreement Acknowledgement or such other email address as advised by the Resident to the University.
- (c) A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the term of this Agreement continue in force.
- (d) A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

(e) Any present or future legislation which operates to vary an obligation or right, power or remedy of a person in connection with this Agreement is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

## 25. Definitions

In this Agreement:

**Acceptance Fee** means the acceptance fee specified in the Fees Schedule.

**Agreement or Residential Agreement** means the agreement between the Resident and the University comprised of the Residential Agreement Acknowledgement, these Residential Terms and Conditions (including Schedules 1 and 2).

**Cancellation Fee** means the applicable cancellation charge specified in Schedule 2.

**Commencement Date** means the date and time specified as the commencement date in the Residential Agreement Acknowledgement.

**Common Areas** means those parts of the Residence that the University designates from time to time for shared or common use by all residents of the Residence.

**Condition Report** means the condition report pertaining to the Room and the Furniture (if any) as at the Commencement Date provided by the University to the Resident.

**Deposit** means the deposit in the amount specified in the Residential Agreement Acknowledgement.

**Emergency** means a situation which, in the reasonable opinion of the University, requires action to be taken to protect the health, safety or welfare of people or prevent or mitigate damage to property or the environment.

**Family Member** means a spouse, partner, child or other immediate family member of the Resident that the University has approved to reside in the Room with the Resident.

**Fees** means, as applicable, the Acceptance Fee, the Room Fee, the Cancellation Fee and the Other Fees.

**Fees Schedule** means the schedule attached as Schedule 1, as varied by the University from time to time by notice to the Resident.

**Furniture** means any furniture or chattels in the Room supplied by the University.

**General Manager** means the person who holds the position within the University described as General Manager, Accommodation Operations, or an equivalent position.

**Indemnified Amounts** means any amounts, other than the fees specified in the Fees Schedule, payable by the Resident to the University under this Agreement.

**New Resident** means a Resident who did not occupy a student accommodation residence owned (including leased) by the University on the date the University accepted the application.

**Operator** means the operator appointed to manage and operate the Residence and appointed by the University to manage this Agreement on behalf of the University as its agent.

**Other Fees** means any fee specified in the Fees Schedule, other than the Room Fee or the Acceptance Fee.

**Other Residence** means other student accommodation owned by the University (not including the Residence).

**Payment Schedule** means the schedule in the Resident Handbook or as otherwise notified by the University setting out the dates for payment of residential fees.

**Residence** means the student accommodation residence specified in the Residential Agreement Acknowledgement as altered, expanded, refurbished or varied from time to time in accordance with this document. The Residence is a hall of residence for the purposes of the *Residential Tenancies Regulation 2019* (NSW).

**Resident** means the person named as the resident in the Residential Agreement Acknowledgement.

**Resident's Associates** means each of the Resident's Family Members and Visitors.

**Resident Handbook** means any resident handbook applying to the Residence, as notified by the University to the Resident prior to entering into this Agreement or as varied under clause 11(c).

**Residential Agreement Acknowledgement** means the online form which forms part of the Residential Agreement and contains details of the Term, the Residence, the Room Type, the Room Fee, the Acceptance Fee and the Deposit and which the Resident must electronically sign prior to the Resident's arrival at the Residence.

**Returning Resident** means a Resident who occupied a student accommodation residence owned (including leased) by the University on the date the University accepted the application.

**Room** means the bedroom of the Room Type allocated by the University which the Resident is entitled to reside in as a lodger in accordance with this Agreement.

**Room Fee** means the weekly amount specified as the room fee in the Residential Agreement Acknowledgement.

**Room Type** means the type of room specified in the Residential Agreement Acknowledgement.

**Short Stay Resident** means a person, who is not a Student, permitted by the University to stay in a room under a residential agreement.

**Student** means a student currently enrolled (or entitled to be enrolled) in a course of the University or a course of another tertiary education institution in Australia on a full-time basis.

**Student Charter** means the policy entitled 'Student Charter 2020', as varied by the University from time to time and published on the University's website at <http://sydney.edu.au/policies>.

**Summer Period** means the whole or any part of the period between the end of second semester in an academic year of the University and the commencement of the first semester of the succeeding academic year of the University.

**Term** the period that starts on the Commencement Date and ends on the Termination Date.

**Termination Date** means the date and time specified as the termination date in the Residential Agreement Acknowledgement.

**Visitor** means a person who is visiting a Resident for a short period of time and is not staying overnight.

## 26. Interpretation

In this Agreement, unless otherwise indicated by the context:

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

## Schedule 1

### Fees Schedule

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| <b>FEE TYPE</b>                          | <b>DESCRIPTION</b>                                 | <b>AMOUNT</b>                                |
|--|--|--|
| Request to move fee                      | Fee payable under clause 3(h).                     | \$150  |
| Lockout fee (Office hours)               | Fee payable under clauses 13(d).                   | \$10   |
| Lockout fee (Outside of office hours)    | Fee payable under clauses 13(d).                   | \$30   |
| Replacement fee (key)                    | Fee payable under clause 13(e)(ii) and 13(e)(iii). | \$50   |
| Replacement fee (card)                   | Fee payable under clause 13(e)(ii) and 13(e)(iii). | \$50   |
| Standard cleaning fee                    | Fee payable under clauses 6(a)(iii) and 12(e).     | \$182  |
| Overstay fee                             | Fee payable under clause 17(c).                    | \$75 per night                               |
| Credit card surcharge (where applicable) | Fee payable under clause 6(a)(iv).                 | <sup>1</sup>                                 |
| Room Fee                                 | Weekly rent amount, as payable under clause 6.     | As per Residential Agreement Acknowledgement |
| Acceptance Fee                           | Non-refundable fee:<br>New Residents:              | \$200  |
|  | Returning Residents:                               | \$100  |
| Deposit                                  | Deposit payable under clause 7                     | As per Residential Agreement Acknowledgement |

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<sup>1</sup> As at the date of this Agreement, the credit card surcharges can be viewed at <https://www.sydney.edu.au/content/dam/corporate/documents/study/fees/differential-surcharge-information.pdf>, however this is subject to annual review and may increase or decrease as notified by the University to the Resident.

Indicative Indemnified Amount for Emergency Services call outs: \$1,600

## Schedule 2

### Early termination – Notice periods and Cancellation Fees

#### Termination by Resident

| CIRCUMSTANCE   | NOTICE PERIOD   | CANCELLATION FEE   |
|--|---|--|
| Domestic & international students: Agreement signed but Term not commenced.  | 4 weeks notice prior to Commencement Date.  | None.  |
| Domestic & international students: Agreement signed but Term not commenced.  | Less than 4 weeks notice prior to Commencement Date.  | \$200.   |
| Domestic student: Agreement signed but Resident does not receive an offer from the University or another tertiary education institution in Australia.      | Notice within 48 hours after main round offers are released by Universities Admissions Centre if the student does not receive an offer. Support documentation in the form of written evidence of no offer must be supplied. | None, unless required notice and/or support documentation is not given, in which case \$200 charge applies.  |
| International student: Agreement signed but Resident does not receive an offer from the University or another tertiary education institution in Australia. | Notice within 48 hours of having an application for study declined. Support documentation in the form of written evidence of no offer must be supplied.   | None, unless required notice and/or support documentation is not given, in which case \$200 charge applies.  |
| International student: Agreement signed but Resident does not receive visa approval.   | Less than 4 weeks notice prior to Commencement Date. The applicant must provide evidence in writing that they have not received a visa or that their application for a visa has been declined.                              | None, unless required notice and/or support documentation is not given, in which case \$200 charge applies.  |
| Domestic & international students: Term commenced.   | 2 weeks notice.   | The lesser of the amount that is equivalent to: <ul style="list-style-type: none"> <li>(a) four weeks of the Room Fee; and</li> <li>(b) the Room Fee payable between the effective date of termination and the date that a replacement resident commences paying a room fee in respect of the Room.</li> </ul> |

| CIRCUMSTANCE  | NOTICE PERIOD   | CANCELLATION FEE |
|---|-----------------|------------------|
| Domestic & international students: Resident terminates due to change in policy that materially and detrimentally affects the Resident's right to reside in the Room and/or use the Residence. | 2 weeks notice. | None.            |

### Termination by University

| CIRCUMSTANCE                                      | NOTICE PERIOD                           | CANCELLATION FEE   |
|---|---|--|
| Termination under clause 15(b).                   | 1 week notice.                          | \$200.   |
| Termination under clause 15(c)(i).                | No notice required.                     | <p>The lesser of the amount that is equivalent to:</p> <p>(a) four weeks of the Room Fee; and</p> <p>(b) the Room Fee payable between the effective date of termination and the date that a replacement resident commences paying a room fee in respect of the Room.</p> |
| Termination under clause 15(c)(ii) or 15(c)(iii). | As specified in the termination notice. | <p>The lesser of the amount that is equivalent to:</p> <p>(a) four weeks of the Room Fee; and</p> <p>(b) the Room Fee payable between the effective date of termination and the date that a replacement resident commences paying a room fee in respect of the Room.</p> |
| Termination under clause 15(c)(iv).               | 2 weeks notice.                         | \$200.   |