

UNSW Village

2026 Residential Agreement

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

Date of Agreement:	
--------------------	--

Part A – Resident’s Details

Refer to the CLV Privacy Policy on how your personal information will be collected, stored, used and/or disclosed (<https://www.campuslivingvillages.com/privacy/>).

Name:	
Student ID number:	
Home address:	Gate 2 High Street, UNSW Villages Kensington NSW 2033 Australia
E-mail address: Refer clause 7.1(f)	
Mobile number:	

Part B – Operative Provisions

By signing this Agreement you are entering into a formal legal agreement as provisioned below:

ABN	48 123 123 124
Owner trading as	UNSW Village Pty Limited
Village	UNSW Village Gate 2 High Street, University of New South Wales Kensington 2033 Sydney NSW Australia
Commencement date	
Termination date	31/12/2026
Room type	6 Bedroom Apartment room
Residential fee	\$393.00 Fee per week (or part thereof) inclusive of the Commencement Date and the Termination Date.

You agree that your right to reside in the Village is subject to the terms and conditions which are set out in:

1. this document;
2. any schedules to this documents; and
3. the Villages Standards and Code of Conduct

(collectively the "Agreement").

You acknowledge that you have received and read a copy of this Agreement prior to signing this Agreement.

1 Interpretation

1.1 Definitions

Whenever the terms listed below are used in this Agreement, they have the meaning given (unless the context provides otherwise):

- (a) **Agreement** has the meaning given to that expression on page 2 of this Agreement;
- (b) **Apartment** means the apartment in the Village (unless you occupy a 1 bedroom apartment) in which your Room is located;
- (c) **Apartment Common Areas** means the kitchen, bathroom/s, lounge room, entrance hall and passages of an Apartment and, where applicable, any outdoors area of the Apartment (such as balconies, patios and decks), which are for shared use by all residents of an Apartment which has more than 1 bedroom;
- (d) **Building** means the Village building in which your Room is located;
- (e) **Commencement Date** has the meaning given to that expression on page 1 of this Agreement;
- (f) **Deposit** means the security deposit identified in clause 1.1 of Schedule 1 of this Agreement;
- (g) **Early Cancellation Request form** means the form obtained at the Village Administration office and submitted in accordance with clause 5.3(a)(ii) or 5.3(b)(i) (as applicable);
- (h) **Further Agreement** has the meaning given to that expression at clause 7.2;
- (i) **Guarantee** means a guarantee given by a guarantor, in favour of the Owner, to secure the performance of your obligations under this Agreement, in the form set out in Schedule 2 of this Agreement;
- (j) **Guarantor** means the person(s) giving the Guarantee;
- (k) **Operator** means the operator of the Village, Campus Living Villages Pty Limited, and any agent, officer, employee or contractor of the Operator, from time to time as appointed by the Owner who has all the rights of the Owner and is the Owner's representative at the Village;
- (l) **Owner** has the meaning given to that expression on page 1 of this Agreement;

- (m) **Resident Portal** means
<https://clvau.starrezhousing.com/StarRezPortalX/UNSWVillage>
- (n) **Residential Fee** has the meaning given to that expression on page 1 of this Agreement;
- (o) **Residential Fee Payment Schedule** means the schedule of payment dates for the Residential Fees during the Term, which the Owner shall issue on or about the date of this Agreement, which may be updated by the Owner from time to time;
- (p) **Room** and **your Room** means the studio, 1 bedroom apartment or the bedroom in a multi-bedroom Apartment (as the case may be) of the Room Type specified at page 1 of this Agreement, which you are entitled to occupy as a lodger in accordance with this Agreement;
- (q) **Room Type** has the meaning given to that expression on page 1 of this Agreement;
- (r) **Student** means a student enrolled (or entitled to be enrolled) at the University or other educational institution and includes a staff member of the University;
- (s) **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;
- (t) **Term** means the period from and including the Commencement Date to and including the Termination Date (including any extended period permitted by the Owner), unless this Agreement is terminated earlier by the Owner pursuant to the terms of this Agreement;
- (u) **Termination Date** has the meaning given to that expression on page 1 of this Agreement (including any extended period permitted by the Owner);
- (v) **University** means University of New South Wales
- (w) **Village** has the meaning given to that expression on page 1 of this Agreement; which is situated within the University and includes areas of the Village which might be in the possession or under the control of persons other than the Owner;
- (x) **Village Common Areas** means the entrance halls, passages, stairs, lifts, car parks, computer rooms and outdoor areas in the Building and the Village and any other areas of the Village which are designated by Owner at any time for common use by residents of the Village;
- (y) **Village Standards and Code of Conduct** means the current standards and code of conduct relating to the conduct of residents and other matters regarding the operation of the Village, which form part of this Agreement, and as amended by the Owner from time to time and published on the Resident Portal; and
- (z) **you, your or resident** means the person identified at Part A on page 1 of this Agreement.

2 Your right to occupy the Room

2.1 Student at University

- (a) Subject to clause 2.1(b), you warrant that, at the time of entering into this Agreement and for the Term of this Agreement, you are (or will be entitled to be as and from the Commencement Date) and will, at all times, continue to be a Student. Notwithstanding your status as a Student, you must continue to comply, at all times, with your obligations under this Agreement.
- (b) Without in any way limiting clause 5.2(a)(iii), if, at the date of this Agreement, your status as a Student is yet to be confirmed by the University or other educational institution, you must as soon as receiving confirmation of your enrolment status from the University or other educational institution, notify the Owner of your enrolment status, such notice to be given no later than **10 days before** the Commencement Date.

2.2 Minor

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

- (a) you must procure a person over the age of 18 years to complete the Guarantee and return the signed Guarantee to the Owner on or before entering into this Agreement; and
- (b) subject to the other provisions of this Agreement, this Agreement only becomes valid and binding on the Owner if the signed Guarantee referred to in clause 2.2(a) has been returned to the Owner.

2.3 Allocation of Room

The Room in the Village which you are entitled to occupy as a lodger pursuant to this Agreement will be allocated to you by the Owner. Whilst the Room Type will be as described in this Agreement, the location within the Village of the Room allocated to you and the other residents with whom you will share an Apartment (if your Room forms part of a multi-bedroom Apartment) are within the absolute discretion of the Owner.

2.4 Occupation of your Room

- (a) Subject to clauses 2.1(b), 2.2 and 5, you are entitled to occupy the Room allocated to you by the Owner from the Commencement Date and you must vacate the Room not later than the Termination Date.
- (b) The Owner may, with not less than 7 days' prior written notice to you (unless agreed otherwise by you), move you to another room in the Village (**Alternate Room**) (and the Owner will use reasonable endeavours to find a room of the same Room Type or a room in the Village of no lesser standard):
 - (i) during the Summer Period; and
 - (ii) at any time if the Owner considers it necessary or desirable:
 - (A) for repair and maintenance purposes; or
 - (B) for refurbishment or capital works projects; or
 - (C) to avoid difficulties between residents of the Village; or

(D) to cater for specific needs of a resident with disabilities or specific health (including mental health) requirements; or

(E) to ensure the good order of the Village,

and you must comply with any such requirement to move to the Alternate Room within the period specified by the Owner (acting reasonably). If you fail to do so, the Owner may arrange to move your possessions to the Alternate Room in the Village or to storage (if so required).

(c) If the Owner requires you to move to the Alternate Room under clause 2.4(b):

(i) the Alternate Room is deemed as your Room for the period you occupy the Alternate Room;

(ii) if the Alternate Room (in the opinion of the Owner) is:

(A) of a lesser standard or has a lower room fee, the lower room fee will be deemed as your Room Fee for the period you occupy the Alternate Room; or

(B) of a higher standard or has a higher room fee, your Room Fee will remain unchanged

(d) You must live only in the Room allocated to you by the Owner and you may not move to another room in the Village without the Owner's prior written consent, which may be withheld in the Owner's absolute discretion. If you make a room move request, the Owner may charge, and you must pay, as a debt due on demand, an amount of \$70.00 per room move request, being a genuine pre-estimate of the costs incurred and/or loss suffered by the Owner for reviewing the request and necessary paperwork for such a room move (whether or not the request is approved).

2.5 No tenancy is created by this Agreement

By signing this Agreement you agree and acknowledge that:

(a) the rights conferred on you by this Agreement are limited to the right to occupy the Room as a lodger only for the Term;

(b) this Agreement does not confer on you the rights of a tenant under a residential tenancy agreement;

(c) you do not acquire any legal interest in the Room, the Apartment or any other part of the Village;

(d) the Apartment Common Area is accessible by others who occupy a Room in the Apartment together with the right of access to the Apartment Common Area by the Owner and the Operator, without notice, as and when required; and

(e) if your Room Type is a twin share, the rights conferred on you by this Agreement to occupy the Room are non-exclusive and that:

(i) you share the right of occupancy of the Room with one other lodger (**Other Lodger**); and

- (ii) the Other Lodger in the Room may change from time to time during the Term of this Agreement (at the absolute discretion of the Owner).

2.6 Intellectual property rights

In consideration of the rights granted to you in this Agreement, you acknowledge and agree:

- (a) to the extent permitted by law and subject to clause 2.6(d), the Owner, a related entity of the Owner, the Operator or any other person authorised by the Owner (**Authorised Person**) may:
 - (i) record and reproduce on film, tape and by any other means (including, without limitation, still photography) you whilst observing or participating in any activity which is organised, sponsored or promoted, recommended or endorsed by the Owner, the Operator, by a resident of the Village or by any organisation or group which is in any way associated with the Village (the **Recording**);
 - (ii) use the Recording (in whole or in part) to produce promotional and editorial material (the **Material**) relating to the Authorised Person's student accommodation 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
 - (iii) publish, communicate and/or permit 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 the Authorised Person's student accommodation business.
- (b) you have given consent to:
 - (i) permit an Authorised Person to use the Recording and the Material for the purposes specified in clause 2.6(a); and
 - (ii) agree the Authorised Person will hold all rights, title and interest (including the copyright) in the Recording and the Material; and
 - (iii) to the extent necessary, irrevocably assign any and all of the rights in and to the Recording, Material and any other material made, contributed or otherwise provided to the Authorised Person.
- (c) that no payment is to be made to you with respect to the Authorised Person's use of the Recording or the Material pursuant to this Agreement, and you may not make a claim against the Owner and/or the Authorised Person in this regard.
- (d) At any time during the Term of this Agreement you may notify an Authorised Person that you do not give consent for any Authorised Person to use any Recording of Material of you as set out in this clause 2.6.

3 Security and safety

3.1 Occupation at your Risk

- (a) You occupy the Room and use the Apartment Common Areas and other parts of the Village and its facilities and services at your own risk. To the extent permitted by law, the Owner and the Operator are not responsible for any injury or illness which you suffer or sustain or any loss of or damage caused to your property of any nature, unless such injury, illness loss or damage is the result of the gross negligence of the Owner or the Operator.
- (b) To the fullest extent permitted by law, you hereby release the Owner and the Operator from and indemnify the Owner and the Operator against all claims, injury, loss or damage of any nature that you or any guest or visitor who is in the Village at your invitation or in your company might suffer or sustain:
 - (i) whilst in or in the vicinity of the Village; or
 - (ii) arising from or in connection with your occupancy of a Room or access to or the use of any part of the Village or any of the Village facilities or services; or
 - (iii) arising from or in connection with any act or omission of any other occupant of the Apartment, any resident of the Village or any other person who is lawfully or unlawfully in the Village at any time; or
 - (iv) whilst observing or participating in any activity in the Village or at any place outside the Village including any such activity which is organised, sponsored, promoted, recommended or endorsed by the Owner, the Operator, by any resident of the Village or by any organisation or group which is in any way associated with the Village,

unless such injury, loss or damage is the result of the gross negligence of the Owner or the Operator.

3.2 You are Responsible for Security of Your Room

- (a) Whilst the Owner will provide and use reasonable endeavours to maintain locks or other security devices necessary to keep the Building secure, you are responsible for the security of your Room, the Apartment and the contents of the Apartment including your own property.
- (b) You agree that you are jointly and severally liable under this Agreement with any other occupant(s) of the Room and Apartment to lock all windows and doors in the Room and Apartment Common Areas to prevent unauthorised access.
- (c) The Owner and the Operator are not responsible, under any circumstances, for any theft, loss or damage to any parts, equipment or contents of your personal property (or that of your guests).

3.3 CCTV Cameras

- (a) The Owner discloses and you acknowledge closed circuit television (**CCTV**) cameras may be installed in or around the Village, including (but not limited to) in Village Common Areas, and will be operated by the Owner and/or the University.

- (b) You acknowledge that your image may be captured by the Village CCTV cameras and you consent to the use of the CCTV cameras in the Village Common Areas.

3.4 Emergency Contact

- (a) You acknowledge that the Owner may wish to contact your nominated next of kin or emergency contact person for reasons of health (including mental health), well-being or personal safety.
- (b) You give consent to the Owner to contact your nominated next of kin or emergency contact person and release personal information concerning your health (including mental health), well-being, personal safety, enrolment status at the University and/or residency status at the Village if required for reasons of health (including mental health), well-being or the personal safety of yourself or others.

4 Assignment

- (a) You must not transfer or sub-licence your interest or right of occupancy under this Agreement to any third party.
- (b) The Owner may transfer its interest in this Agreement at any time without notice to you.

5 Termination

5.1 Termination Date

Subject to clauses 2 and 5, your right to occupy the Room under this Agreement will terminate on the Termination Date.

5.2 Owner's Right to Terminate

- (a) Without limiting clause 5.2(b), if you fail to comply with any of your obligations under this Agreement, the Owner may, at its election, terminate this Agreement prior to the Termination Date by giving to you not less than **7days** written notice if:
 - (i) that failure is of a nature which cannot be corrected, or
 - (ii) you have not corrected that failure to the satisfaction of the Owner in its absolute discretion within a reasonable time after the Owner has given you a notice which specifies the nature of your failure to comply and requires you to correct your failure to comply within a specified timeframe; or
 - (iii) you cease to be a Student at any time during the Term or you fail to become a Student by the Commencement Date (unless the Owner agrees otherwise).
- (b) The Owner may immediately (but with written notice to you) terminate your right to occupy the Room under this Agreement if you:
 - (i) commit or omit to do any act which is inconsistent with the standards required of residents of the Village, which in the opinion of the Owner (in its absolute discretion) constitutes an act (or series of acts) of serious misconduct; or

- (ii) commit a material breach of your obligations under this Agreement, including without limitation, a material breach of the Village Standards and Code of Conduct (as determined by the Owner); or
- (iii) commit or omit to do any act which, in the opinion of the Owner, presents as a serious threat to the safety, welfare or security of yourself, other residents, guests, staff or physical property at the Village.

5.3 Early Cancellation by You

- (a) **(Prior to Commencement Date)** You may request an early cancellation of this Agreement prior to the Commencement Date, and the Owner agrees to terminate this Agreement with effect on and from the Commencement Date, provided:
 - (i) you have not taken occupation of the Room; and
 - (ii) you give the Owner 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; and
 - (iii) you pay to the Owner an amount equivalent to two weeks of the Residential Fee, being a genuine pre-estimate of the costs incurred and/or loss suffered by the Owner to process your request for early cancellation and finding a replacement occupant (whether or not a replacement occupant is found).
- (b) **(Prior to Termination Date)** You may request an early cancellation of this Agreement prior to the Termination Date provided:
 - (i) you give the Owner written notice of your intention to vacate early (by submitting a completed Early Cancellation Request form) at least **14 days** prior to the date of your departure; and
 - (ii) on or before the date of your departure, you pay to the Owner an amount equivalent to two weeks of the Residential Fee, being a genuine pre-estimate of the costs incurred and/or loss suffered by the Owner as a result of your request for early cancellation, including processing your request and finding a replacement occupant (whether or not your request is approved or a replacement occupant is found); and
 - (iii) on or before the date of your departure, you pay to the Owner all amounts owing and/or payable by you (such as amounts in arrears, additional charges incurred by you); and
 - (iv) the lesser of the amount that is equivalent to:
 - (A) six weeks of the Residential Fee; and
 - (B) the Residential Fee payable between the effective date of termination and the date that a replacement occupant commences paying a Residential Fee in respect of the Room.

5.4 Replacement Occupants

- (a) If you request an early cancellation of this Agreement in accordance with clause 5.3(b):

- (i) if there is an appropriate applicant on the Village wait list (if there is one), the Owner may select an applicant on the waiting list to become a replacement occupant for the Room; or
- (ii) if there are no applicants on the waiting list, you may find a replacement occupant for the Room, provided that the replacement occupant:
 - (A) is a Student;
 - (B) is acceptable to the Owner (in its absolute discretion); and
 - (C) agrees to enter into a residential agreement for the occupancy of the Room for the unexpired Term and pay any relevant fees.
- (b) If a replacement occupant is selected under clause 5.4(a), the Owner agrees to terminate your Agreement and release you from your obligation to pay the Residential Fee under clause 5.3(b)(iv) with effect on and from the date that the replacement occupant commences paying the Residential Fee for the Room.

5.5 Continuing Liability

Nothing in this clause 5 releases you from any amounts owing, costs, expenses or additional charges incurred by you under this Agreement and the Owner may in its absolute discretion apply the Deposit or any money owed to you to set off any amount payable by you.

6 Checking out

6.1 Vacation of the Room

- (a) **(Vacation of your Room)** Unless you have received written confirmation from the Owner of your right to continue to occupy your Room past the Termination Date, you must vacate the Room promptly by:
 - (i) 10am on the Termination Date; or
 - (ii) the earlier date on which this Agreement is terminated in accordance with this Agreement,

and leave the Room and the Apartment Common Areas clean and tidy and in the same condition as at the date of first occupation by you, subject to fair wear and tear (**End of Term Condition**).

- (b) **(Late Departure)** If you do not give vacant possession of your Room by the Termination Date in accordance with clause 6.1(a), you are required to pay to the Owner the daily rates (based on the casual per night room fee for your Room Type and any other applicable charges under this Agreement) from the day after the Termination Date (or earlier termination date) up to and including the day you hand over vacant possession of the Room to the Owner. If the Owner is not able to give possession of the Room to the next contracted occupant (**Next Occupant**) because of your failure under clause 6.1(a), the Owner is entitled to charge you (and you must pay as a debt due on demand) any costs and expenses incurred by the Owner for alternative accommodation for the Next Occupant until you hand over vacant possession in accordance with clause 6.1(a). For the avoidance of doubt, acceptance

of the casual daily rates by the Owner is not a waiver of any of its rights in respect of your late departure.

6.2 Post Departure Inspection by Owner

After you vacate the Room in accordance with clause 6.1, or the end of the Term (whichever is earlier), the Owner will inspect the Room and the Apartment Common Areas and compare them to the condition at the commencement of your occupancy. Whilst any reasonable wear and tear will be taken into account, you must pay to the Owner (as a debt due on demand) the cost of rectifying any damage, cleaning any area which has been left unclean or replacing any lost item of furnishings, fittings, equipment and other articles provided by Owner that were in the Room or the Apartment Common Areas at the commencement of your occupancy.

6.3 Cleaning

- (a) On or before the date of this Agreement, you must pay the Owner (as prepayment) the cleaning fee set out in clause 1.1 of Schedule 1 (End of Term Cleaning Fee), for the Room and Apartment Common Areas to be professionally cleaned at the end of the Term.
- (b) The End of Term Cleaning Fee is a genuine pre-estimate of the cost for the Owner to procure a cleaner to undertake a professional clean, based on you returning the Room and Apartment Common Areas to the required End of Term Condition.
- (c) Upon inspection by the Owner, if the Room and/or any Apartment Common Area(s) do not meet the End of Term Condition, the Owner may incur, and you must pay, any additional cleaning costs for the professional cleaner to bring your Room and/or Apartment Common Areas to the End of Term Condition at the rate of \$50.00 per labour hour or part thereof.
- (d) Notwithstanding any other provision, the payment of the End of Term Cleaning Fee (or any additional associated fees) under this clause 6.3 does not negate the requirement for you to keep your Room and Apartment Common Areas clean and tidy during the Term (including passing regular inspections during the Term) and comply with clause 6.1 upon departure.

6.4 Return of Keys

On the earlier of the date this Agreement is terminated or, on the Termination Date, you must return to the Owner all keys, swipes cards and any form of security devices (**security devices**) to your Room and/or Apartment that have been issued to you. If you fail to do so, you must pay the cost of replacing those security devices and the reconfiguration of the lock system (as required), determined by the Owner acting reasonably, and you acknowledge and agree that the Owner may, in its absolute discretion, deduct such amount from your Deposit.

6.5 Abandoned Property

- (a) The Owner accepts no responsibility for any personal belongings or other items, including food items, which you leave in the Room, the Apartment Common Areas, the Apartment or elsewhere in the Village when you vacate your Room (**Abandoned Property**) and you acknowledge the Owner may dispose of any Abandoned Property that is left in the Room, the Apartment or elsewhere in the Village.
- (b) If the Owner is obliged to remove, store or dispose of the Abandoned Property (or any part thereof), the Owner may recover from you, and you must pay as a debt due on demand, any costs which the Owner incurs in the removal, storage or disposal of any such Abandoned Property.

7 General Provisions

7.1 Operation of this Agreement

The parties agree and acknowledge:

- (a) this Agreement may be signed by electronic means and if so the date of this Agreement is the date you downloaded and accepted the terms of this Agreement and completed the application process on the Owner's booking portal, in all other circumstances the date of this Agreement is the date all parties have signed, which will be inserted after the Owner signs the Agreement;
- (b) where the date of this Agreement precedes the Commencement Date, this Agreement comes into force and effect on and from the date of the Agreement, however, the right to take occupancy of the Room will take effect on and from the Commencement Date (subject to you completing the booking process);
- (c) the *Residential Tenancies Act 2010* (NSW) (the **Act**) does not apply to this Agreement, because this Agreement is an agreement under which you board or lodge with another person or because this Agreement is a type of agreement or the Village is a premises that is exempt under the Act or pursuant to any regulation made under that Act;
- (d) the *Residential Tenancies Act 1987* (WA) (the **WA Act**) does not apply to this Agreement, because this Agreement is an agreement under which you board or lodge with another person or because this Agreement is a type of agreement or the Village is a premises that is exempt under the WA Act or pursuant to any regulation made under the WA Act;
- (e) if the Village is in New South Wales, the laws in force in New South Wales govern the terms of this Residential Agreement;
- (f) if the Village is in Western Australia, the laws in force in Western Australia govern the terms of this Residential Agreement;
- (g) this Residential Agreement may be signed in any number of counterparts;
- (h) 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 email address specified on page 1 of this Agreement or such other email address as advised by you from time to time; and
- (i) 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 must be signed by the party giving the waiver.

7.2 Further agreements

- (a) If, at any time during the Term of this Agreement, you apply for an agreement to reside at the Village for a further period after the end of the Term of this Agreement (**Further Agreement**), you acknowledge that:
 - (i) for the avoidance of doubt, the Owner is not, under any circumstances, obliged to grant you a Further Agreement after the Termination Date of this Agreement;

- (ii) in considering your request for a Further Agreement (at the Owner's election), the Owner may take into account your record of breaches or non-compliance under this Agreement.
- (b) If the Owner enters into a Further Agreement with you, on and from the date of the Further Agreement and for the balance of the Term of this Agreement:
 - (i) any breach or non-compliance by you under this Agreement will be deemed as a breach under the Further Agreement; and
 - (ii) if this Agreement is terminated by the Owner for any reason prior to the Termination Date, the Further Agreement will be deemed to have terminated on the same day this Agreement terminates.

7.3 Severability

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, that provision is to be severed to the extent necessary to make this Agreement enforceable, and such provision will not affect or impair the legality, validity or enforceability of any other provision of this Agreement.

7.4 Resident bound jointly and individually (Dual Occupancy)

If the Resident under this Agreement is made up of more than one person, or a term is used in this Agreement to refer to more than one party, then unless otherwise specified in this Agreement:

- (a) an obligation of the Resident under this Agreement binds those persons jointly and each of them individually;
- (b) a right of the Resident under this Agreement is held by each of those persons individually; and
- (c) any reference to the term "you", "your" or "Resident" in this Agreement is a reference to each of those persons separately (so that, for example, a representation, warranty or acknowledgement is given by each of them separately).

Schedule 1

Money Matters

1 Money Matters

1.1 Deposit and other amounts

At the time of signing this Agreement you must pay to the Owner:

Fee	Amount
Deposit	\$1,572.00
An amount equivalent to four weeks of the Residential Fee (as security to be held by the Owner and applied in accordance with clause 1.3(a) of this Schedule 1 towards remedying any breach or non-compliance by you under this Agreement)	
Resident Activity Fee	
Application Fee	
Registration Fee	
Annual Cleaning Fee	\$120.00

1.2 Payment of Residential Fee and other charges

- (a) **(Obligation to pay)** Without limiting any other provision of this Agreement, you must:
- (1) pay the Residential Fee to the Owner for the Term (unless this Agreement is terminated earlier by the Owner pursuant to the terms of this Agreement), in which case you must pay the Residential Fee up to and including the effective date of termination as notified by the Owner; and;
 - (2) pay any other amount payable by you to the Owner under this Agreement as and when demanded by the Owner.
- (b) **(Payment Schedule)** You must pay the Residential Fee for the Term, by payments fortnightly in advance (or for such other period in advance requested by you and agreed by the Owner, provided that such period is not less than fortnightly in advance), pursuant to the Residential Fee Payment Schedule.
- (c) If you take occupation of the Room after the Commencement Date, your right to take occupation of the Room is subject to you paying (in full):
- (1) all Residential Fee(s) due for the period from and including the Commencement Date to and including the date on which you first take occupation of the Room;
 - (2) a fortnight in advance of the Residential Fee pursuant to the Residential Fee Payment Schedule; and

- (3) if you are a returning Resident, any shortfall in the Deposit carried forward from the previous period.
- (d) Subject to clause 5 (Termination) and without limiting any other provision of this Agreement, if you choose to vacate your Room prior to the Termination Date, you must pay all Residential Fees, and any other charges payable by you under this Agreement, due and unpaid up to and including the Termination Date, before you vacate the Room (unless otherwise agreed by the Owner in its absolute discretion).
- (e) **(Payment method)** Unless otherwise agreed in writing with the Owner (in its absolute discretion), you must pay the Residential Fee(s) and all other amounts payable under this Agreement by direct debit from a nominated bank account or credit card with an Australian financial institution as nominated by you via the Resident Portal.
- (f) **(Australian currency)** All payments under this Agreement must be made in Australian currency. The Owner may accept or decline to accept (in its absolute discretion) any payment which is tendered in another currency and if accepted by the Owner, you must pay all charges which the Owner may incur in respect of any such payment.

1.3 Release of Deposit

- (a) The Deposit (less any deductions applied in accordance with clause 1.4 of this Schedule 1) will be released to you within a calendar month after the end of the Term, unless this Agreement is terminated earlier by the Owner pursuant to the terms of this Agreement, in which case the Deposit (less any deductions applied in accordance with clause 1.4 of this Schedule 1) will be released to you within a calendar month after the effective date of termination as notified by the Owner. No interest is payable by the Owner to you on the Deposit.
- (b) Where you have given the Owner notice that you wish to sign a Further Agreement commencing in the period following this Agreement, you agree and acknowledge that the Deposit (or any part thereof) may be held by the Owner as the deposit under the Further Agreement when signed by you or (subject to any shortfall being paid by you or any overpayment being credited back to you by the Owner, as the case may be) refunded to you within a calendar month (but generally within 14 days) after either the Owner gives you notice that you will not be offered a Room for the succeeding period or you fail to accept the offer of a Room for that period within the time specified by the Owner.

1.4 Deductions from Deposit

- (a) You acknowledge and agree that the Owner is entitled to withhold the Deposit and apply the Deposit or any part of it in the payment of any:
 - (1) Residential Fees;
 - (2) other charges payable by you under this Agreement or otherwise or which is incurred by the Owner in connection with or arising from your occupancy pursuant to this Agreement; and
 - (3) any amount which is outstanding between you and the Owner under this Agreement or otherwise.
- (b) If your Deposit is applied by the Owner pursuant to clause 1.4(a) of this Schedule 1, you must pay to the Owner within 7 days after notice the amount necessary to restore your Deposit to the amount prescribed in clause 1.1 of this Schedule 1.
- (c) You must not fail or refuse to pay any Residential Fees and any other amounts due and payable by you under this Agreement with the intention that the outstanding amount be recovered by the Owner from your Deposit. This will be deemed as a material breach of this Agreement.

1.5 Payments to You by the Owner

- (a) The release of the Deposit or payment of any amount payable by the Owner to you under this Agreement will be paid in the currency relevant to the Village:
 - (1) by direct deposit into your nominated Australian bank account (that is, the bank account from which you have paid your Residential Fee) or such other bank account as nominated by you via the Resident Portal;
 - (2) as a credit to the account held in your name with the Village; or
 - (3) by cheque made payable to you;
 as requested by you from time to time or failing that, at the discretion of the Owner.
- (b) Any charges incurred by the Owner for any payment to you under clause 1.5(a) of this Schedule 1 will be deducted from the amount payable to you.

2 Taxes and legal costs

- (a) The Owner may recover from you in addition to the amounts referred to in this Agreement any taxes, stamp or other duty, government charges or other imposts which are payable in connection with your right to occupy a Room in the Village or any other right granted by this Agreement.
- (b) Without limiting any other provision of this Agreement, you must also pay any legal costs and other expenses, which the Owner incurs in connection with or arising from your occupation of the Room and/or Village, or in enforcing its rights under this Agreement, including but not limited to:
 - (1) any charges levied on the Owner or the University in respect of attendances (by emergency services such as the local fire brigade, security and/or Village monitoring services) for call-outs, including for a false fire alarm activation caused (or contributed to, and only to the extent contributed) by you (or your guests);
 - (2) any amount incurred by the Owner, from time to time, as a result of insufficient funds/ credit in your nominated bank account/ credit card for payment of Residential Fee and/or any other charges payable by you under this Agreement on the due date (such as fees for dishonoured payments, including dishonoured direct debit payments, overdraft fees, or other account fees); and
 - (3) an amount of \$20.00 , being a genuine pre-estimate of the costs incurred and/or loss suffered by the Owner for processing and following up late payments by you under this Agreement, including the Owner's reasonable costs of debt recovery.
- (c) You must pay these amounts to the Owner, as debts due on demand, when requested by the Owner to do so. If they are not paid in accordance with the Owner's request, the Owner may recover them from you or deduct the outstanding amounts from the Deposit.

3 Interest on overdue amounts

If Residential Fee(s) and/or any other charges are not paid as and when they fall due for payment by you under this Agreement, you must pay to the Owner, when requested to do so, interest on any such outstanding amount at such rate as the Operator advises (which will not exceed current interest rates payable by the Owner).

4 Credit or Debit Card Surcharge

If you elect to pay the Residential Fee or any other amount due under this Agreement via a credit card or debit card, the Owner is entitled to charge you, and you must pay a credit card or debit card surcharge (as applicable) being the amount charged, from time to time, to the Owner by its relevant financial institution for processing credit card or debit card payments (as applicable).

SIGNING PAGE

Executed as an agreement

SIGNED BY THE RESIDENT

Signed by the Resident:



es en s gna ure



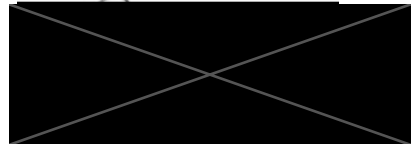
Resident's Name



Date

SIGNED BY THE OWNER

Signed for and on behalf of the Owner:



Authorised Signature



Name of authorised signatory



Date