

Important Information

Please read this before completing your Rooming Accommodation Agreement

Dear {{Name_First}}

If you rent or manage a house, unit, share house, room, caravan or houseboat in Queensland there are rules that must be followed. These rules are set out in the [Residential Tenancies and Rooming Accommodation Act 2008 \(the Act\)](#).

- The Resident Tenancy Agreement forms a binding contract under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*
- If you need advice on your rights and responsibilities, you may call Tenants Queensland on **1300 744 263** or contact the Residential Tenancies Authority on **1300 366 311 / +61 7 3046 5400**
- Special Terms and The Resident Handbook forms a part of your lease, by signing the tenancy agreement you are accepting the terms and conditions set out in these documents as well
- **Initial** every single page and **sign and date** under your name on the signature page.

Please note:

- That your reservation is not confirmed until we receive a signed copy of the enclosed Tenancy Pack.
- The room number in the below lease agreement is not confirmed and may be changed if there are any material maintenance related issues. However, we will accommodate you to a different room under the same room type based on your application and letter of offer.

Rooming Accommodation Agreement

Part 1 Rooming Accommodation Details

Item 1 – Agent or Manager/Provider

1.1 Provider

Name/Trading Name	BCA Management Pty Ltd trading as UniLodge Herston (as agent for Australian Unity Funds Management Limited ACN 071 497 115 as trustee for the Australian Unity Student Accommodation Fund)
Address	UniLodge Herston 86 Bramston Terrace, Herston QLD 4006
Phone	07 3187 4200
Email	herston@unilodge.com.au

Item 2 - Resident

2.1 Resident

Resident	{{Name_First}} {{Name_Last}}
Phone	{{Phone_Mobile_Cell}}
Email	{{Email}}

Item 3 – Manager/Provider's Agent

3.1 Managers/providers agent

Name/Trading Name	BCA Management Pty Ltd trading as UniLodge Herston (as agent for Australian Unity Funds Management Limited ACN 071 497 115 as trustee for the Australian Unity Student Accommodation Fund)
Address	86 Bramston Terrace, Herston QLD 4006
Phone	07 3187 4200
Email	herston@unilodge.com.au

Item 4 – Resident's Representative for Notices

Not Applicable

Item 5 – Notices may be given to

Notices may be given to the Agent or Manager/Provider, Providers Agent or Resident/s by email.

Item 6 – Address of the Rental Premises

6.1 Address of the rental premises

Room Type	{{Room_Type_Description}}	
Tower Name	{{Tower_Name}}	<i>subject to change</i>
Room Number	{{Room_Number}}	<i>subject to change</i>
Address	86 Bramston Terrace, Herston QLD 4006	

6.2 inclusions provided

The rent is inclusive of the following services:

- Fully furnished private bedroom and apartment common areas – refer to Condition Report Form R1
- Electricity
- Water – Hot and Cold
- Wi-Fi Internet (unlimited)
- UniLodge Residential Life Program – refer to Resident Handbook



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Item 7 – Lease Term

Lease Term	The term of the agreement is fixed
Starting on	{{Contract_Date_Start}}
Finishing on	{{Contract_Date_End}}

Item 8 - Rent

Rental Payment	{{Room_Rate_Amount}} per week
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Item 9 - Rent Package

The Rent includes the accommodation specified in Item 6.1 and the services in Item 6.2

Item 10 – Rent Payment

Payment Term	Fortnightly, on the dates specified in the payment calendar.
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Rent must always be paid in advance starting from the commencement of this lease agreement.

Item 11 – Method of Rent Payment

The Resident can pay the rent by:

Direct Debit	Electronic Fund Transfer
EFTPOS	Credit Cards – payment will incur a 2.31% surcharge per transaction
WeChat Pay – payment will incur a 1.00% surcharge per transaction	AliPay – payment will incur a 1.40% surcharge per transaction

Details for direct transfer:

Bank & Address	Westpac Banking Corporation
Account Name	Australian Unity Funds Management Limited ATF Australian Unity Student Accommodation Fund
BSB	033-003
Account Number	663 417
SWIFT Code	WPACAU2S
Payment Reference	{{Entry_ID}}

Item 12 – Place of Rent Payment

If the resident elects to make rental payments via EFTPOS, Credit Card, WeChat Pay or AliPay in Item 11, the place of rent payment will be: UniLodge Herston, 86 Bramston Terrace, Herston QLD 4006.

Item 13 – Rent Increases

The rent cannot be increased during the term of this agreement.

Item 14 – Rental Bond

Rental bond	{{Bond}}
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Item 15 – Services to be provided

As detailed in Item 6.2

Item 16 – Utility services for which the Resident must pay

Not Applicable

Item 17 – House Rules

The resident has been provided with a copy of the House Rules

Item 18 – Number of people in accommodation

18.1 Number of persons allowed to reside in the room: 1

18.2 Number of persons allowed to reside at the premises: Twin Bedroom Apartment = 2

Item 19 – Pets

19.1 No pets are to be kept in the room or elsewhere in the apartment or the building.

19.2 The types and number of pet that may be kept: **NONE**



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Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement –

- (a) a reference to *the rental premises* includes a reference to any inclusions for the rental premises stated in this agreement for item 6.2; and
- (b) a reference to a numbered section is a reference to the section in the Act with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of a rooming accommodation agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 73, the standard terms of a rooming accommodation agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the provider and resident that are taken to be included as terms of this agreement.
- (3) The house rules for the rental premises are taken to be included as terms of this agreement.
- (4) The provider and resident may agree on other terms of this agreement (special terms).
- (5) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (6) A standard term overrides a special term if they are inconsistent.

Note –

Some breaches of this agreement may also be an offence under the Act, for example, if –

- the provider or the provider's agent enters the resident's room in contravention of the rules of entry under sections 257 to 262; or
- the resident does not sign and return the condition report to the provider or the provider's agent under section 81.

Division 2 Period of rooming accommodation agreement

3 Start of rooming accommodation agreement

- (1) Written agreement required s77 (4)
The agreement must –
 - (a) be written in a clear and precise way; and
 - (b) state the provider's name, address and any telephone number and the resident's name and any telephone number; and
 - (c) fully describe the services to be provided under the agreement; and
 - (d) state the amount of rent payable, when it is payable and how it must be paid; and
 - (e) state the components of the rent attributable to accommodation, a food service, a personal care service or another service; and
 - (f) state the amount of any rental bond payable; and
 - (g) for a fixed term agreement, state the term for which it applies; and
 - (h) be signed by the parties; and
 - (i) comply with any other requirement prescribed under a regulation.
- (2) This agreement starts on the day stated in this

agreement for item 7.2.

4 Entry condition report – s 81

- (1) This clause applies only if a rental bond is payable, or has been paid, under this agreement.
- (2) The provider must prepare, in the approved form, sign and give the resident 1 copy of a condition report for the room.
- (3) The copy must be given to the resident on or before the day the resident occupies the room under this agreement.
- (4) The resident must mark the copy of the report to show any parts the resident disagrees with, and sign and return the copy to the provider not later than 3 days after the later of the following days –
 - (a) the day the resident is entitled to occupy the room;
 - (b) the day the resident is given the copy of the condition report.

Note –

A well completed condition report can be very important to help the parties if there is a dispute about the condition of the room when the rooming accommodation agreement started.

- (5) After the copy of the condition report is returned to the provider by the resident, the provider must copy the condition report and return it to the resident within 14 days.

5 Continuation of fixed term agreement – s 82

- (1) This clause applies if –
 - (a) under this agreement, rooming accommodation is provided to the resident for a fixed term; and
 - (b) neither the provider nor the resident gives the other party a notice under chapter 5, part 2 ending the agreement or agrees in writing with the other party to end the agreement.
- (2) This agreement continues to apply after the last day of the term, as a periodic agreement, on the same terms on which it applied immediately before the last day of the term, other than the term about the fixed term.

Division 3 Rent

6 When, how and where rent must be paid – ss 98 and 100

- (1) The resident must pay the rent stated in this agreement for item 8.
- (2) The rent must be paid at the times stated in this agreement for item 10.
- (3) The rent must be paid –
 - (a) in the way stated in this agreement for item 11; or
 - (b) in the way agreed after the signing of this agreement by –
 - (i) the provider or resident giving the other party a notice proposing the way; and
 - (ii) the other party agreeing to the proposal in writing; or
 - (c) if there is no way stated in this agreement for item 11 or no way agreed after the signing of this agreement – in an approved way under section 98(4).

Note –

If the way rent is to be paid is another way agreed on by the provider and resident under section 98(4)(g), the provider or the provider's agent must comply with the obligations under section 99(2).



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- (4) The rent must be paid at the place stated in this agreement for item 12.
- (5) However, if, after the signing of this agreement, the provider gives a notice to the resident stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 12 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place –

- the provider's address for service
- the provider's agent's office.

7 Rent in advance – s 101

The provider may require the resident to pay rent in advance only if the payment is not more than 2 weeks rent.

Note –

Under section 101(2), the provider or the provider's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

8 Rent increases – s 105

- (1) If a provider proposes to increase the rent, the provider must give notice of the proposal to the resident.
- (2) The notice must state –
 - (a) the amount of the increased rent; and
 - (b) the day, not earlier than 4 weeks after the day the notice is given, from which the increased rent is payable.
- (3) Also, if this agreement is for a fixed term, the rent may not be increased before the term ends unless –
 - (c) this agreement states for item 13.1 rent can be increased; and
 - (d) this agreement states for item 13.2 the amount of the increase or how the amount of the increase is to be worked out; and
 - (e) the increase is made in accordance with this agreement.
- (4) The resident is not required to pay the increase unless it is made in accordance with this clause.
- (5) Subclauses (1) to (4) do not apply if the parties amend this agreement to provide for another service to be provided by the provider to the resident and for an increase in the rent in payment of the service.

9 Rent decreases for matters including loss of amenity or service – s 106

- (1) This clause applies if –
 - (a) the resident's room or common areas become partly unfit to live in, or their amenity or standard substantially decreases, other than because of intentional or reckless damage caused by the resident or a guest of the resident; or
 - (b) a service provided to the resident under this agreement is no longer available or is withdrawn, or the standard of the service substantially decreases, other than because the resident has not met the resident's obligations under this agreement.
- (2) The rent payable under this agreement decreases by the amount, and from the time, agreed between the provider and the resident.
- (3) If the provider and the resident can not agree on the amount or time for the decrease, either of them may apply to a tribunal for an order decreasing the rent by a stated amount from a stated time.

10 Rent decreases because of resident's absence – s 107

- (1) This clause applies if either of the following is not provided to the resident because of the resident's absence –
 - (a) a personal care service;
 - (b) a food service, but only if the resident is absent from the rental premises for a continuous period of more than 2 weeks.
- (2) The provider and the resident may agree to a reduction in rent for the period of the absence.
- (3) If the provider and the resident can not agree on a reduction in rent for the period of the absence, the resident may apply to a tribunal for an order decreasing the rent by a stated amount for the period.

Division 4 Rental bond

11 Rental bond required – ss 111 and 116

- (1) If a rental bond is stated in this agreement for item 14, the resident must pay to the provider or the provider's agent the rental bond amount –
 - (a) if a special term requires the bond to be paid at a stated time – at the stated time; or
 - (b) if a special term requires the bond to be paid by instalments – by instalments; or
 - (c) otherwise – when the resident signs this agreement.

Note –

There is a maximum bond that may be required unless your weekly rent is more than \$500. See section 146.

- (2) The provider or the provider's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the provider if the resident breaches this agreement.

Example –

The provider may claim against the bond if the resident does not leave the room in the required condition at the end of the rooming accommodation agreement.

Note –

For how to apply to the authority or a tribunal for the bond at the end of the rooming accommodation agreement, see sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

12 Increase in bond – s 154

- (1) The resident must increase the rental bond if –
 - (a) the rent increases and the provider gives notice to the resident to increase the bond; and
 - (b) the notice is given at least 11 months after –
 - (i) this agreement started; or
 - (ii) if the bond has been increased previously by a notice given under this clause – the day stated in the notice, or the last notice, for making the increase.
- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the resident is given the notice.



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Division 5 Outgoings

13 Charge for utility service – s 170

The resident must pay an amount for utility services supplied to the rental premises during this agreement if –

- (a) the service is stated in this agreement for item 16; and
- (b) the resident's room is individually metered for the utility service by an appliance approved by the supplying entity.

Note –

Section 170(2)(b) limits the amount the resident must pay.

Division 6 Rights and obligations of provider and resident

14 Provider's obligations – ss 247 and 249

- (1) The provider has the following obligations –
 - (a) to ensure the provider is not in breach of a law dealing with issues about the health or safety of persons using or entering the resident's room or common areas;
 - (b) to take reasonable steps to ensure the resident –
 - (i) always has access to the resident's room and to bathroom and toilet facilities; and
 - (ii) has reasonable access to any other common areas;
 - (c) to take reasonable steps to ensure the security of the resident's room and the resident's personal property in the room;
 - (d) to maintain the resident's room and common areas in a way that the room and areas remain fit for the resident to live in;
 - (e) to take reasonable steps to ensure the resident's room and common areas and facilities provided in the room and areas –
 - (i) are kept safe and in good repair; and
 - (ii) subject to any agreement with the resident about cleaning the resident's room or common areas or facilities – are kept clean;
 - (f) not to unreasonably restrict the resident's guests in visiting the resident;
 - (g) to ensure that the times during which the provider, or an agent of the provider, is available to be contacted by the resident are reasonable, having regard to all the circumstances including the services being provided to the resident under this agreement.
- (2) For subclause (1)(e)(ii), an agreement about cleaning common areas may be made only for a common area used by the resident and a minority of other residents of the provider.

Example for subclause (2) –
Four residents have individual rooms opening out onto a living area which is available for use only by those residents. The provider and the 4 residents may agree that the cleaning of the living area is to be done by the 4 residents.
- (3) The provider must take reasonable steps to ensure the resident has quiet enjoyment of the resident's room and common areas.
- (4) The provider or the provider's agent must not interfere with the reasonable peace, comfort or privacy of the resident in using the resident's room and common areas.

15 Resident's obligations – s 253

- (1) The resident has the following obligations –
 - (a) to use the resident's room and common areas only or mainly as a place of residence;
 - (b) not to use the resident's room or common areas for an illegal purpose;
 - (c) not to interfere with, and to ensure the resident's guests do not interfere with, the reasonable peace, comfort or privacy of another resident or another resident's appropriate use of the other resident's room or common areas;
 - (d) to pay the rent when it falls due;
 - (e) not to keep an animal on the rental premises without the provider's permission;
 - (f) not to intentionally or recklessly damage or destroy, or allow the resident's guests to intentionally or recklessly damage or destroy, any part of the rental premises or a facility in the rental premises;
 - (g) to keep the resident's room and inclusions clean, having regard to their condition at the start of this agreement;
 - (h) to maintain the resident's room in a condition that does not give rise to a fire or health hazard;

Examples of a fire hazard –

- 1 allowing newspapers to build up in the resident's room
- 2 blocking access to the resident's room.

16 House rules – ss 266–276

- (1) The resident must comply with the house rules for the rental premises.
- (2) The provider must give the resident a copy of the house rules for the rental premises before entering into this agreement.
- (3) The provider or the provider's agent for the rental premises must ensure a copy of the house rules for the rental premises is displayed, at all times, at a place in the rental premises where
 - (4) it is likely to be seen by the residents.
- (5) At least 7 days before making any changes to the house rules for the rental premises, the provider must give a notice to the resident stating the following –
 - (a) proposed changes and the day the changes are to take effect;
 - (b) that the resident may object to the changes and how an objection may be made.
- (6) However, if this agreement starts less than 7 days before the proposed changes are to take effect, the provider need only give the notice mentioned in subclause (4) when this agreement starts.

17 Number of occupants allowed

- (1) No more than the number of persons stated in this agreement for item 18.1 may reside in the room.
- (2) No more than the number of persons stated in this agreement for item 18.2 may reside at the rental premises.
- (3) However, more people may reside in the room or at the rental premises if the resident and the provider agree.

18 Pets

- (1) The resident may keep pets on the rental premises only if this agreement states for item 19.1 that pets are approved.
- (2) If this agreement states for item 19.1 that pets are approved and this agreement states for item 19.2 that only –



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- (3) a particular type of pet may be kept, only that type may be kept; or
- (4) a particular number of pets may be kept, only that number may be kept; or
- (5) a particular number of a particular type of pet may be kept, only that number of that type may be kept.

19 Supply of locks and keys – s 250

- (1) The provider must supply and maintain all locks necessary to ensure the resident's room is reasonably secure.
- (2) The provider must give the resident a key for each lock that secures an entry to the following –
 - (a) the resident's room;
 - (b) a building or building within which the resident's room and common areas are situated.
- (3) The resident must not make a copy of the key without the provider's permission.
- (4) The resident must not tamper with a door lock in the rental premises.

20 Changing locks – s 251

- (1) The resident may request the provider to change or repair a lock that secures entry to the resident's room if the resident reasonably believes there is the likelihood of –
 - (a) risk to the resident's safety; or
 - (b) theft of, or damage to, the resident's belongings.
- (2) The provider must not act unreasonably in failing to agree to change or repair the lock.

21 Fixtures or structural changes – ss 254–256

- (1) The resident may attach a fixture, or make a structural change, to the rental premises only if the provider agrees to the fixture's attachment or the structural change.

Note –

Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.

- (2) The provider's agreement must be written, describe the nature of the fixture or change and include any terms of this agreement.

Examples of terms –

- that the resident may remove the fixture
- that the resident must repair damage caused when removing the fixture
- that the provider must pay for the fixture if the resident can not remove it

- (3) If the provider does agree, the resident must comply with the terms of the provider's agreement.
- (4) The provider must not act unreasonably in failing to agree.
- (5) If the resident attaches a fixture, or makes a structural change, to the rental premises without the provider's agreement, the provider may –
 - (a) take action for a breach of a term of this agreement; or
 - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the rental premises for the provider's benefit (that is, treat it as belonging to the provider, without having to pay the resident for it).

22 Provider's right to enter resident's room – ss 257-262

The provider or the provider's agent may enter the resident's room during this agreement only if the obligations under sections 257 to 262 have been complied with.

Division 7 When agreement ends

23 Ending of agreement – s 366

- (1) This agreement ends only if –
 - (a) the resident and the provider agree in writing; or
 - (b) the provider gives a notice to leave the rental premises to the resident by a stated day and the resident leaves the rental premises; or
 - (c) the provider or resident gives a notice to the other party terminating this agreement on a stated day; or
 - (d) a tribunal makes an order terminating this agreement; or the resident abandons the resident's room; or

Note –

See section 509 for indications that a resident has abandoned their room.

- (e) after receiving a notice from a mortgagee under section 384, the resident vacates, or is removed from, the rental premises.
- (2) Also, if a sole resident dies, this agreement terminates in accordance with section 366(7) or (8).

24 Condition room must be left in – s 253(i)

At the end of this agreement, the resident must leave the resident's room and inclusions, as far as possible, in the same condition they were in at the start of this agreement, fair wear and tear excepted.

Examples of what may be fair wear and tear –

- wear that happens during normal use
- changes that happen with ageing

25 Keys

At the end of this agreement, the resident must return to the provider all keys for the resident's room and the rental premises.

26 Goods or money left behind in rental premises – ss 392 and 393

- (1) The resident must take all of the resident's belongings from the rental premises at the end of this agreement.
- (2) The provider must not treat belongings left behind as the provider's own property, but must deal with them under sections 392 and 393.

Division 9 Miscellaneous

27 Supply of goods and services – s 176

- (1) The provider or the provider's agent must not require the resident to buy goods or services from the provider or a person nominated by the provider or agent.
- (2) Subclause (1) does not apply to a requirement about a food service, personal care service or utility service.

Note –

See section 176 for what is a utility service and schedule 2 of the Act for what is a food service and a personal care service.



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28 Provider's agent

- (1) The name and address for service of the provider's agent is stated in this agreement for item 3.
- (2) Unless a special term provides otherwise, the agent may –
 - (a) stand in the provider's place in any application to a tribunal by the provider or the resident; or
 - (b) do any thing else the provider may do, or is required to do, under this agreement.

29 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
- (2) A notice from the resident to the provider may be given to the provider's agent.
- (3) A notice may be given to a party to this agreement, the provider's agent or a representative –
 - (a) by giving it to the party, agent or representative personally; or
 - (b) if an address for service for the party, agent or representative is stated in this agreement for item 1, 2, 3 or 4 – by leaving it at the address, sending it by prepaid post as a letter to the address; or
 - (c) if a facsimile number for the party, agent or representative is stated in this agreement for item 1, 2, 3 or 4 and item 5 indicates that a notice may be given by facsimile – by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or if an email address for the party, agent or representative is stated in this agreement for item 1, 2, 3 or 4 and item 5 indicates that a notice may be given by email – by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (4) A party, the provider's agent or a representative may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party, agent or representative by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the resident, the resident's address for service is taken to be the address of the rental premises.
- (6) A party, the provider's agent or a representative may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party, the provider's agent or a representative, the address for service, facsimile number or email address stated in the notice is taken to be the party's, agent's or representative's address for service, facsimile number or email address stated in this agreement for item 1, 2, 3 or 4.
- (8) Unless the contrary is proved –
 - (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
 - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
 - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was

sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and

- (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.
- (9) In this clause –
representative means a person acting for the resident under section 525(1)(c).

30 Dictionary – Schedule 2

personal care service means a service of regularly providing a resident with—

- (a) help in –
 - (i) bathing, toileting or another activity related to personal hygiene; or
 - (ii) dressing or undressing; or
 - (iii) consuming a meal; or
 - (iv) meeting a mobility problem of the resident; or
 - (v) taking medication; or
- (b) help in managing the resident's financial affairs.



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Part 3 Special Terms

Relationship with Headlease

- The resident acknowledges and agrees that:
 - this agreement is a sublease of the head lease between Metro North Hospital and Health Service ABN 18 496 277 942 (**MNHHS**) and Australian Unity Funds Management Limited ACN 071 497 115 as trustee for the Australian Unity Student Accommodation Fund (**AUFM**) in respect of the whole of the land on which the rental premises is situated (**Headlease**);
 - the resident has received, read and understood the provisions of the Headlease;
 - the rights of the resident under this agreement are subject to, and subordinate, to the rights of MNHHS under the Headlease;
 - MNHHS may exercise any right or power held by MNHHS under the Headlease (including in respect of the Commercial Opportunities and Heritage Obligations (as those terms are defined in the Headlease)) or by the provider under this agreement, and the resident must allow MNHHS to exercise any of its rights under the Headlease in respect of the rental premises; and
 - MNHHS incurs no liability to the resident in relation to any performance or breach of this agreement or for any action taken under the Headlease.
- The resident must not do any thing or permit any thing to be done, which would cause or is likely to cause AUFM to breach the Headlease.
- Despite any other provision of this agreement, the Headlease or the *Property Law Act 1974* (Qld) this agreement automatically terminates if the Headlease ends for any reason. The provider must give the resident prompt notice if the Headlease ends.
- If required by MNHHS under the Headlease, the resident will execute a deed in favour of MNHHS pursuant to which the resident confirms the above matters for the benefit of MNHHS.
- The resident acknowledges that AUFM will provide a copy of this agreement to MNHHS if requested by MNHHS.
- AUFM acknowledges, for the benefit of MNHHS, that the grant of this agreement does not release AUFM from or in any way derogate from its obligations under the Headlease.

Resident Handbook

- The UniLodge Herston Resident Handbook (emailed to resident) forms part of this agreement and it is assumed these has been read and all terms and conditions accepted and abided by as a resident of UniLodge Herston.

Sub-letting

The resident may not grant other person/s a licence to occupy or use the whole or part of the premises for the resident's commercial gain, whether by written or verbal agreement with the other person/s, without the provider's consent having first been obtained. The provider must act reasonably.

Damages and Maintenance

- For all maintenance issues please contact Reception and complete a Maintenance Request Form
- Costs to fix damage or maintenance in the apartment caused by the resident will be charged to the resident.
- If the damage or maintenance has occurred in the common areas of a multi share apartment the cost will be charged to the responsible resident. If the damage or maintenance is not claimed by an individual resident/s then the charge will be shared equally across all residents of the apartment.

Fire Alarms

- If, due to the actions of the resident, a fire alarm within the building is triggered and, as a result, the relevant fire authority charges the UniLodge Herston a false call-out charge or any other charge associated with the triggered alarm, the resident will reimburse to UniLodge Herston the full extent of those charges within 14 days of receipt of an invoice from UniLodge Herston. The fines currently in excess of \$1300 (For Jul-21 to Jun-21 it is \$1,373.95)

Resident Responsibilities and Obligations

- The resident uses and occupies the room, the apartment, the common areas and equipment provided at his or her risk. The resident releases the Provider/Manager from any claim for injury or loss of property which the Resident has, claims or suffers during the term of this agreement except where it is caused as a result of the negligence of the Provider/Manager.
- Pay the rent by the due date and by the agreed method of payment
- Do not use the premises for illegal purposes
- Do not cause a nuisance or interfere with the reasonable pace, comfort or privacy of any other resident
- Keep the premises and inclusions clean
- The resident agrees that cleaning of common area spaces inside any multi share apartment remains the responsibility of all residents in that apartment as this space is provided to only a minority of the providers residents. (Please refer to RTRA Act 2008, S247, subsection (1)(e)(ii))
- All guests/visitors must abide by the rules of the building and residents are responsible for your guests' behaviour
- Do not intentionally, maliciously or negligently damage, or allow anyone else to intentionally, maliciously or negligently damage, the premises or inclusions
- Abide by the rules of the Tenancy Agreement and rules and regulations of the building
- Smoking or e-cigarettes (vaping) are strictly prohibited anywhere on or in the premises
 - Smoking - is defined as the act of lighting, smoking or carrying a lighted or smouldering cigar, cigarette or pipe of any kind. This includes electronic nicotine delivery systems or electronic smoking devices such as e-cigarettes, e-pipes, e-hookahs and e-cigars.
- Only use the premises for residential purposes unless otherwise agreed in writing
- Report to UniLodge Herston any damage/maintenance issues to your apartment immediately
- Report any damage/required maintenance of building common areas immediately

Personal Information

- The resident acknowledges and agrees that the Provider will handle the resident's personal information (and all third party personal information provided by the resident) in accordance with the Privacy Act.
- The resident consents to UniLodge Herston disclosing their personal information to related entities and emergency services staff in the event of a serious event. The resident's nominated emergency contacts and related entities may also be contacted in these instances.

Vacating your apartment at the end of the agreement

- The unit has been professionally cleaned prior to your arrival and must be returned to the same condition at the end of this agreement – this includes carpets being professionally steam cleaned and replacement of the shower curtain and mattress protector.
- The resident may elect to have UniLodge Herston organise a professional end of lease clean. See Reception for prices.
- If the resident elects to undertake their own cleaning of the apartment, a cleaning checklist is to be obtained from Reception. UniLodge Herston reserves the right to deduct appropriate costs from the rental Bond should the apartment not meet the expected standard after the resident has cleaned.
- If you are electing to clean your own apartment, the carpets will need to be professionally cleaned and provide receipt to UniLodge Herston via email.
- If additional cleaning is required in the apartment common areas and responsibility is not claimed by an individual/s then the costs will be shared equally across all residents of the apartment.
- The resident must remove all their belongings by the date and time stated in this agreement.
- Return all security access swipe cards and keys to building management on check out.




Initial Here

Signature of Manager/Provider

Name/trading name	BCA Management Pty Ltd trading as UniLodge Herston (as agent for Australian Unity Funds Management Limited ACN 071 497 115 as trustee for the Australian Unity Student Accommodation Fund)
Signature	
Date	____ / ____ / ____

Signature of Resident

Name	{{Name_First}} {{Name_Last}}
Signature	
Date	____ / ____ / ____