



## Mayoral Drive Student Accommodation Residence Agreement

<b>Date</b>	<b>This agreement is made on 28 November 2022</b>
<b>Parties</b>	
1.	<b>UniLodge Auckland Limited (NZ company number 1012051) as duly authorised agent for New Zealand Education Holdings Wakefield Ltd (UniLodge);</b>
2.	<b>{{Name_First}} {{Name_Last}}</b>
3.	<b>{{Email}}</b>
4.	<b>University Student ID #</b>

In this agreement, the following commercial terms and definitions, as set out in the Schedule, apply:

### SCHEDULE

TERMS	
<b>Building</b>	<b>Mayoral Drive Student Accommodation</b>
<b>Room</b>	<b>Studio</b>
<b>Start Date</b>	<b>{{Contract_Date_Start}}</b>
<b>End Date</b>	<b>{{Contract_Date_End}}</b>
<b>Residence Fee</b>	<b>\${{Room_Rate_Amount}}</b> per week * Payable in advance by fortnightly instalments during the Term or in one lump sum before the Start Date.
<b>Security Deposit</b>	<b>\${{Room_Rate_Amount}}</b> (An amount equal to one weeks' Residence Fee paid in advance to cover any amounts which the Resident is liable to pay under this agreement, such as the cost of repairs to damage caused to the Room or its furniture, fittings or equipment, any cleaning required at the end of this agreement and any Resident Fee or other money that may be owing to the Manager.)

DEFINITIONS	
<b>Accommodation</b>	The Room, the Building and the Common Areas/Facilities.
<b>Accommodation Management</b>	The management staff of the building appointed by the Manager, including the Property Manager - Operations, Residential Life Manager, Night Manager, and the Area General Manager
<b>Application Fee</b>	The fee paid for the application of accommodation made by Resident prior to this agreement.
<b>AUT</b>	Auckland University of Technology (AUT) – UniLodge works in partnership with the AUT to accommodate students studying at the AUT.
<b>Common Areas/Facilities</b>	Mayoral Drive Student Accommodation and all rooms, fixtures, fittings and chattels within Residence for the shared use of the residents.
<b>Manager</b>	UniLodge Auckland Limited and its employees.
<b>Privacy Notice</b>	Privacy Notice as updated from time to time and available at <a href="https://www.UniLodge.com.au/collection-notice-statement">https://www.UniLodge.com.au/collection-notice-statement</a>
<b>Property Condition Report</b>	The property condition report prepared pursuant to section 11.
<b>Residence</b>	Mayoral Drive Student Accommodation.
<b>Resident</b>	The student who is a party to this agreement.
<b>Resident Charges</b>	The charges, in addition to the Residence Fee, to be paid by the Resident, set out in Attachment 1 of this agreement.
<b>Resident Handbook</b>	<p>The handbook for the Building issued to the Resident by UniLodge or on its behalf and including any variations notified to the Resident as amended by UniLodge from time to time under section 6.</p> <p>The Resident Handbook will also reflect the conduct requirements at AUT:  <a href="https://www.aut.ac.nz/data/assets/pdf_file/0005/119669/Calendar-2020-Discipline-Statute.pdf">https://www.aut.ac.nz/data/assets/pdf_file/0005/119669/Calendar-2020-Discipline-Statute.pdf</a></p>
<b>Room</b>	The room allocated to you under this agreement (subject to clause 5) as noted in the SCHEDULE, including associated fixtures, fittings, and chattels.
<b>Services</b>	As outlined in the Residence handbook and the rules and regulations which apply to them.
<b>Student Conduct Statute</b>	<p>The Student Conduct Statute or any successor statute, as outlined in the Resident Handbook as updated by us from time to time and includes the student disciplinary procedures established under the Student Conduct Statute.</p> <p><a href="https://www.aut.ac.nz/data/assets/pdf_file/0005/119669/Calendar-2020-Discipline-Statute.pdf">https://www.aut.ac.nz/data/assets/pdf_file/0005/119669/Calendar-2020-Discipline-Statute.pdf</a></p>
<b>Term</b>	The term of this agreement commencing on the Start Date and expiring on the End Date.
<b>University</b>	Auckland University of Technology, also known as AUT.
<b>University Grievance Coordinator</b>	University representative with whom a Resident can escalate their concerns or grievances if they are not addressed successfully by the Manager. Please refer to clause 22.

## Terms and conditions

### 1. Agreement

- a. UniLodge grants to the Resident, and the Resident accepts, an agreement to use:
  - (i) the Room exclusively; and
  - (ii) the common areas and facilities in the Accommodation (excluding other rooms that are licensed or may be licensed to other residents) in common with other occupants of the rooms,for the Term on the terms and conditions set out in this agreement.
- b. The Resident acknowledges and agrees that:
  - (i) the Resident occupies the Room as licensee and this agreement does not create in or confer on the Resident any estate or interest in the Accommodation; and
  - (ii) this agreement is not a residential tenancy agreement for the purpose of the *Residential Tenancies Act 1986 (NZ)*.

### 2. Term

The Resident must not occupy the Room beyond the Term, except where UniLodge has agreed to extend the Term and, on such terms, and at such further Residence Fee as determined by UniLodge.

### 3. Residence Fee & additional charges

- a. The Resident must pay UniLodge the Residence Fee for the Room as set out in the Schedule. The Residence Fee is to be paid in full on the relevant instalment date and the Resident must remain at least one instalment in advance at all times.
- b. Subject to clauses 14 and 15, the Resident acknowledges and agrees that:
  - (i) no refund of the Residence Fee, in full or in part, will be made if the Resident vacates the Room prior to the expiry of the Term.
  - (ii) if the Residence Fee is not paid when due, then it will be deducted from the Security Deposit; and
  - (iii) should the amount of the Security Deposit be insufficient to any outstanding Residence Fee the Resident will be liable to pay the difference.
  - (iv) should the Resident be unable to pay the Residence Fee UniLodge may charge the Resident any debt collection costs incurred by UniLodge as a result of non-payment or late payment of fees.
- c. The Residence Fee includes all costs for the supply of utilities.
- d. The Residence Fee excludes parking.
- e. The Resident must pay UniLodge on demand all Resident Charges as set out in Attachment 1.

#### 4. Security Deposit/Vacating

- a. UniLodge may at any time deduct from the Security Deposit any arrears of the Residence Fee, Resident Charges or any other amounts which may be owing to UniLodge.
- b. If in the Manager's opinion:
  - (i) the Room following vacation by the Resident, is not left in a clean and habitable condition; or
  - (ii) damage has been caused to any part of the Room or the furniture, fittings or equipment in the Room, UniLodge may deduct from the Security Deposit, the costs of any cleaning, repairs or replacement of items required. If the Security Deposit does not cover all those costs, the Resident must pay UniLodge any further amount required on demand.
- c. UniLodge must return any remaining balance of the Security Deposit to the Resident within 21 days of the Resident vacating the Room, or within a reasonable time after UniLodge has arranged and finalized any cleaning, repairs or replacement of items required to the Room.
- d. The Resident acknowledges and agrees that UniLodge is entitled to any interest earned on the Security Deposit.

#### 5. Use of Room

The Resident acknowledges and agrees that the Resident must:

- a. only use the Room exclusively as a private residence;
- b. not assign, sub-let or part with possession of the Room to any person, cohabitate with a partner, or allow any person that is not approved by UniLodge to stay in the Room at any time, and:
  - (iii) if UniLodge does approve an additional occupant, the Resident must pay UniLodge the Guest Fee set out in Attachment 1; and
  - (iv) if UniLodge does not approve a person as an additional occupant, and an additional occupant has been residing in the Room, the Resident must:
    - A. immediately arrange for that person to leave and cease to cohabitate with the Resident and use or occupy the Room; and
    - B. pay to UniLodge the Guest Fee set out in Attachment 1 in respect of the period of unauthorized use or occupation of the Room by that person.
- c. not use the Room for any immoral or illegal use or in conjunction with any form of commercial activity (as determined by UniLodge);
- d. not allow any visitor or any other person to enter and/or remain in the Accommodation unless with the permission of the Resident and must ensure that all visitors comply with the terms of this agreement; and
- e. pay for any damage (including cleaning required) to the Accommodation caused or contributed to by the Resident, any visitor or any other person attending the Accommodation with the Resident's express or implied permission.

#### 6. Rules

The Resident must comply with all rules in respect of the use of the Accommodation as notified by UniLodge from time to time or as set out in the Resident Handbook, and house rules.

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## **7. Resident obligations**

The Resident must, at all times, during the Term:

- a. not cause any damage to the Accommodation and pay UniLodge on demand the cost of repairs caused by any act, omission or default of the Resident or the Resident's visitors;
- b. keep all floor coverings, walls, ceilings, windows (including glass), window treatments, doors and all furniture, fixtures and fittings and household equipment in or at the

Room and the Common Areas/Facilities in the same condition as they are at the Start Date and as stated in the Property Condition Report;

- c. keep all personal items wholly within the Room, or with consent and subject to the UniLodge's direction, in the Common Areas/Facilities;
- d. keep all sanitary and water services, electrical and gas installations of the Room in good working order and not tamper with any of them;
- e. keep the Accommodation in a clean and sanitary condition, free from dirt, oil, grease and vermin;
- f. keep garden beds and the grounds within or adjoining the Accommodation free of refuse, debris and kitchen spoils such as fats, oils and cigarette butts;
- g. notify UniLodge or the Manager immediately in writing of any loss, damage or defect at or within the Accommodation and in any event, no later than one working day after the occurrence of any such loss, damage or defect;
- h. replace, or at UniLodge's election pay, for all loss or damage to the Accommodation that is caused or contributed to by any act, omission or default of the Resident or the Resident's visitors;
- i. provide all assistance, as requested by UniLodge or the Manager in relation to any insurance claim;
- j. permit the Manager to enter and inspect the Accommodation pursuant to clause 10;
- k. notify UniLodge or the Manager immediately if the Resident's student status changes or if the Resident withdraws from or suspends their course of study, despite the Term and any Residence Fee paid in advance; and
- l. give immediate notice to the Manager of any infectious illness occurring in the Room. If required, the Manager will arrange for fumigation and cleaning of the Room, which may be at the Resident's cost, if demanded by the Manager.

## 8. Prohibitions

The Resident must not, during the Term:

- a. do or permit to be done anything at or within, or to bring or keep anything at or within the Accommodation which may in any way impact the conditions of, or increase the premium of, UniLodge's insurance policy for the Accommodation;
- b. do anything in or about the Accommodation which in the Manager's absolute opinion is noxious, offensive, audibly or visually a nuisance or which interferes with the orderly operation of the Accommodation, including without limitation, consuming alcohol, using illegal substances or smoking in the Accommodation or being in the Accommodation whilst intoxicated;
- c. interfere with, obstruct access to or overload the Services supplied to the Accommodation or otherwise carry out works which interfere with the Services;
- d. without prior approval from the Manager, use any method of heating, cooling or lighting in the Accommodation other than those provided by the Manager;
- e. use the facilities in or about the Accommodation for any purpose other than that for which they were intended;
- f. place anything in the toilets, basins, sinks or drains which they were not designed to receive;

- g. make alterations or additions to the Accommodation, or drive any nails or screws into or deface, or make holes in or otherwise interfere with the walls, ceilings, floors or woodwork of and in the Accommodation;
- h. keep any live animal, bird or pet at the Accommodation or encourage any stray pets or animals to reside within, or visit the Accommodation;
- i. change any lock to the Accommodation or part with possession of any key/card(s) to the Accommodation;
- j. affix any signs or posters to the interior or exterior of the Accommodation;
- k. obstruct or permit to be obstructed any part of the Common Areas/Facilities, including by any meeting of persons;
- l. wedge or otherwise force open the doors to and from the Common Areas/Facilities or the Building including without limitation perimeter doors and fires doors to and within the Building;
- m. do any act which, in the Manager's opinion, threatens the safety or wellbeing or harasses any other occupier(s) or visitor(s) of the Building or the Common Areas/Facilities, whether verbally or in writing, or which affects the quiet use and enjoyment of the Accommodation by others;
- n. continue to occupy the Room upon a change of the Resident's student status or if the Resident withdraws from or suspends the Resident's course of study during the Term; and
- o. use any equipment which will or is reasonably likely to overload the cables, switchboard or sub-boards through which electricity is conveyed to the Accommodation.

## **9. Exclusion of liability**

The Resident acknowledges and agrees that UniLodge is not liable for any liability or loss resulting from:

- a. any act or omission of any other licensee or occupier or any other person in the Building (whether there lawfully or not);
- b. any malfunction, breakdown, interruption or failure in relation to the supply of Services to the Accommodation or in relation to the electrical or fire equipment or any other plant, equipment or machinery in or serving the Accommodation;
- c. any accident, damage or malfunction affecting the Accommodation including, without limitation, any blocked drains, pipes or conduits, any overflow of water or any break in wires or cables; and
- d. any damage, loss, injury or death except to the extent it is caused or contributed to by UniLodge or the Manager.

## **10. Manager's right of entry**

The Manager may hold a key/card to access the Room and may enter the Room without notice if, in the Manager's opinion, there is an emergency or a breach of this agreement by the Resident, but otherwise the Manager may enter the Room at all reasonable times during the day, for any one of the following purposes:

- a. to maintain, clean or repair the Room;
- b. to maintain, repair or alter the Services;

- c. to investigate any allegation of a breach by the Resident;
- d. subject to prior notice to the Resident, to inspect the Room or to show the Room to prospective residents and/or their representatives; and
- e. to show any vacant rooms to prospective residents and/or their representatives.

#### 11. Property Condition Report

- a. On the Start Date, UniLodge will prepare and provide a Property Condition Report for the Resident to complete, confirm, execute and return to the Manager within 2 days.
- b. The Property Condition Report when signed by both the Manager and the Resident will be conclusive proof as to the condition of the Room and the contents at the Start Date.
- c. Should the Resident omit or fail to complete and return the Property Condition Report to the Manager within the 2-day period, the Resident will be deemed to have confirmed its contents and any defect or damage found in relation to the Room during or at the expiry or sooner determination of the Term will be deemed the Resident's responsibility and, at the Manager's discretion, must be rectified at the Resident's cost.

#### 12. Breach by Resident and termination by UniLodge

If the Resident breaches any of the terms and conditions of this agreement or the rules set out in the Resident Handbook or the "University statute of conduct", available at [https://www.aut.ac.nz/\\_data/assets/pdf\\_file/0005/119669/Calendar-2020-Discipline-Statute.pdf](https://www.aut.ac.nz/_data/assets/pdf_file/0005/119669/Calendar-2020-Discipline-Statute.pdf)

- a. UniLodge may terminate this agreement by entering the Room and re-taking possession of the Room if, after giving 7 days' notice to the Resident to remedy the breach, the Resident does not remedy the breach within the time stated in the notice; and
- b. the Resident agrees to indemnify UniLodge in respect of any liability or loss arising from, and any costs, charges and expenses incurred in connection with, any breach of this agreement by the Resident and any re-entry or termination of this agreement by UniLodge.

#### 13. Consequences of early termination by UniLodge for breach by Resident

The Resident acknowledges and agrees that upon termination of this agreement under clause 12:

- a. the Resident must pay a breach termination fee equivalent to an additional 3 weeks of the Residence Fee (**Breach Termination Fee**) to UniLodge to compensate UniLodge for the additional costs associated with seeking and arranging a replacement resident for the Room prior to the End Date;
- b. the Resident must peaceably deliver to UniLodge vacant possession of the Room and each and every part of UniLodge's property in it;
- c. the Resident will be responsible for the Residence Fee payable in respect of the balance of the Term except to the extent that UniLodge is able to license the Room to another resident for that period;
- d. any right UniLodge may have against the Resident at law will not be compromised or prejudiced and UniLodge may pursue the Resident for any loss or damage suffered,



including for the Residence Fee for the balance of the Term or unpaid Resident Charges;  
and

- e. no refund of the Residence Fee will be made by UniLodge.

#### **14. Early Termination by the Resident**

- a. The Resident acknowledges and agrees that a request for early termination of this agreement will only be considered if the Resident:
  - (i) has or will withdraw their university enrolment before the census date, or if the Resident's enrolment status during a semester changes to withdrawn; and
  - (ii) submits a written request for early termination with a minimum of one week's notice; and
  - (iii) provides supporting documentation to verify the Resident's request as reasonably requested by UniLodge or the Manager.
- b. The Resident is required to continue to pay the Residence Fee until the early termination date agreed by UniLodge and notified to the Resident.
- c. Following receipt of the notice from UniLodge under clause 14(b) and prior to vacating, the Resident must pay an early termination fee equivalent to an additional 6 weeks of the Residence Fee (**Early Termination Fee**).
- d. If the Resident vacates on the termination date agreed by UniLodge and the Resident has paid an Early Termination Fee equal to 6 weeks of the Residence Fee, UniLodge will refund a proportionate amount of that Early Termination Fee if a replacement resident is found within 6 weeks of the termination date.
- e. The Resident must pay in full any outstanding Residence Fee and Resident Charges in respect of the period up to and including the date on which the Resident vacates the Room prior to vacating the Room.
- f. If the Resident does not pay:
  - (i) the Early Termination Fee; and
  - (ii) any outstanding Residence Fee and Resident Charges in respect of the period up to and including the date on which the Resident vacates the Room

this agreement will continue its existing terms and conditions and will not terminate despite the notice from UniLodge under clause 14(b) unless and until those conditions are met.
- g. Despite clause 3(b), if the Resident complies with all its obligations under this clause 14 and under clause 17 following termination (where agreed by UniLodge under this clause 14) UniLodge will refund to the Resident the balance of any Residence Fee paid in advance to UniLodge.
- h. Early termination of this agreement does not affect any claim that UniLodge has against the Resident in respect of any unremedied breach of this agreement arising prior to termination.

#### **15. Early Termination in Exceptional Extenuating Circumstances**

- a. UniLodge may, at UniLodge's discretion and due only to exceptional extenuating circumstance, agree to early termination of this agreement if the Resident:
  - (i) Provides UniLodge with as much prior notice as practically possible of the Resident's request for early termination of this agreement due to exceptional

- extenuating circumstances; and
  - (ii) provides supporting documentation to verify the Resident's request as reasonably requested by UniLodge.
- b. If UniLodge notifies the Resident in writing that UniLodge agrees to early termination of this agreement following a request by the Resident under clause 15(a), termination will be subject to the Resident:
  - (i) vacating the Room within 10 days (or any longer period reasonably required in the circumstances for the Resident to vacate the Room); and
  - (ii) paying to UniLodge prior to vacating, a termination fee equivalent to an additional 4 weeks of the Residence Fee (**Early Termination Fee**).
- c. The Resident must pay the Early Termination Fee and cannot require any part of the Early Termination Fee to be deducted from the Security Deposit.
- d. If the Resident vacates on the termination date agreed by UniLodge and the Resident has paid an Early Termination Fee equal to 4 weeks of the Residence Fee, UniLodge will refund a proportionate amount of that Early Termination Fee if a replacement resident is found within 4 weeks of the termination date.
- e. The Resident must pay in full any outstanding Residence Fee and Resident Charges in respect of the period up to and including the date on which the Resident vacates the Room prior to vacating the Room.
- f. If the Resident does not pay:
  - (i) the Early Termination Fee; and
  - (ii) any outstanding Residence Fee and Resident Charges in respect of the period up to and including the date on which the Resident vacates the Room,

this agreement will continue its existing terms and conditions and will not terminate despite the notice from UniLodge under clause 15(b) unless and until those payments are made.
- g. Despite clause 3(b), if the Resident complies with all its obligations under this clause 15 and under clause 17, following termination (where agreed by UniLodge under this clause 15) UniLodge will refund to the Resident the balance of any Residence Fee paid in advance to UniLodge.
- h. Early termination of this agreement does not affect any claim that UniLodge has against the Resident in respect of any unremedied breach of this agreement arising prior to termination.

## 16. Termination due to damage or destruction

If during the Term the Room or the Building (or any part of it) is damaged or destroyed, or any of the Services disrupted, so that the Room or the Building (or any part of it) becomes, in UniLodge's opinion, unfit for habitation or use, then, UniLodge may at its election terminate this agreement and on termination:

- a. UniLodge will refund to the Resident the balance of any Residence Fee paid in advance to UniLodge; and
- b. no party will have any right against the other, excluding in respect of any right or obligation owing prior to termination or any unremedied breach of this agreement.

## 17. Termination & yielding up

On the expiry or sooner determination of the Term:

- a. the Resident must vacate the Room and peaceably and quietly deliver to UniLodge vacant possession of the Room and each and every part of the UniLodge's property in it;
- b. the Resident must remove all of the Resident's property from the Accommodation, leaving the Accommodation in the same condition as set out in the Property Condition Report;
- c. UniLodge may treat any Resident's property not removed as abandoned and deal with that property in any manner UniLodge sees fit;
- d. the Resident indemnifies UniLodge against any loss, liability, costs or expenses incurred or suffered by UniLodge, arising from or in connection with UniLodge acting under this clause 17, or damage caused to the Accommodation by the removal of the Resident's property;
- e. the Resident must promptly return to UniLodge all keys/access cards to the Accommodation; and
- f. the Resident must pay the charges for the professional cleaning, by contractors appointed by UniLodge, of the Room including the carpet in the Room.

## 18. Re-location

- a. The Resident acknowledges and agrees that UniLodge may at any time during the Term:
  - (i) on giving 7 days' written notice to the Resident, relocate the Resident to permanent alternative accommodation within the University;
  - (ii) if at the Start Date or during the Term, the Room is not available for use as accommodation, relocate the Resident to temporary alternative accommodation either within the University or off campus; or
  - (iii) if UniLodge determines that a fire, critical incident, or emergency has occurred, or that the Room is not suitable for occupation, relocate the Resident to temporary alternative accommodation either within the University or off campus,and the Resident must continue to pay a 'residence fee' for the alternative accommodation at the rate determined by this agreement, except where the Residence Fee has been paid in full in advance.
- b. If the Resident is relocated to permanent alternative accommodation, the Resident must on expiry of the 7-day notice period, peaceably and quietly deliver to UniLodge vacant possession of the Room in accordance with the provisions set out in clause 17 and must enter into a new accommodation agreement with UniLodge in relation to the relocated accommodation.
- c. If the Resident is relocated to temporary alternative accommodation, the Resident will occupy that accommodation on the terms of this agreement (to the extent applicable) and must comply with all directions of UniLodge in relation to the relocation process.

## 19. Privacy

- a. Information about the Resident which may be collected by UniLodge will include any information provided in accordance with this agreement or that is provided during the Term

of this agreement. If the Resident does not provide this information, UniLodge may not be able to grant the Resident this agreement or continue to provide Services to the Resident under this agreement.

- b. UniLodge may share personal information with the University or any other person if UniLodge believes this is necessary to provide support where the Resident's health or wellbeing is in question
- c. Should the resident be under 18 years old UniLodge will regularly communicate with the resident's legal guardians as to their Health and wellbeing.
- d. If the Resident wishes to request access to any personal information which UniLodge holds about the Resident because of information collection practices pursuant to this agreement, the Resident may contact the Manager. If the Resident does request information the Resident must provide complete details about the particular information sought, in order to assist in the retrieval of that information. An access fee may be charged by UniLodge to cover the costs of providing the information.
- e. The Resident acknowledges that UniLodge, its contractors and other project affiliated entities and their staff may use the Resident's personal information for the purposes of providing accommodation and Services to the Resident under this agreement and for any purposes set out in the Resident Handbook.

## 20. Complaints

- a. If you have any concerns about your experience at Mayoral Drive Student Accommodation, the first thing you should do is contact the Manager and put your complaint in writing.
- b. Should you be unhappy with the outcome from your complaint you can escalate it to the [AUTSA](#), or the [University Grievance Coordinator](#) to discuss your concerns and your options. For more information on the formal complaints process, please see the Resident Handbook.
- c. Should your concerns not be resolved by these internal grievance procedures, you can then [pursue an external complaint through NZQA](#). You can submit your complaint query on the [NZQA website](#), or send an email to [risk@nzqa.govt.nz](mailto:risk@nzqa.govt.nz). If you need more information, contact NZQA on 0800 697 296.

## 21. Acknowledgements

- a. The Resident acknowledges and agrees that the Resident has read the Resident Handbook provided and agrees to comply with the regulations set out in it as approved or amended by UniLodge from time to time and notified to the Resident in writing.
- b. The Resident acknowledges and agrees that the Resident has reviewed and agrees to comply with and uphold the statutes, rules, orders, policies, and procedures of the University as published and available on the University's website. The Resident agrees to abide by the directions given by any employee or associate of UniLodge.
- c. The Resident acknowledges and declares that no promise, representation, warranty or undertaking either express or implied has been given by or on behalf of UniLodge as to the suitability of the Room or the Services for the needs of a particular Resident.
- d. You must pay us the Deposit by the Offer Expiry Date as per above

If the Manager has serious concerns regarding your welfare, safety or behaviour then a member of

Management may:

- a. can contact your parents or guardians or nominated emergency contact to discuss appropriate courses of action, after discussion with you.
- b. You hereby authorise the AUT to provide the Manager any information, and in return UniLodge to AUT, which is deemed necessary to ensure your ongoing wellbeing and welfare while being accommodated at Mayoral Drive Student Accommodation in line with the working partnership between UniLodge and the AUT.
- c. You hereby authorise the AUT to release to the Manager relevant information to confirm your enrolment at the University and your contact details, and details which will help and assist UniLodge to ensure your safety and care in line with the New Zealand pastoral care code of practice.
- d. You will participate in the supportive and harmonious atmosphere in Mayoral Drive Student Accommodation showing consideration towards other residents and neighbours, and their property.
- e. If, due to delays in receiving a Student Visa, you arrive after your Residency Period has commenced, you will still be required to pay for the accommodation for the full Residency Period.
- f. keep the Facilities clean and tidy, and pay for any cleaning, damage, repair and maintenance for which you or your guests are responsible; and
- g. at the end of the Term or (if earlier) when you leave the Hall, leave the Room in the condition it was in at the Start Date (fair wear and tear excepted), and return all chattels provided to you.(review what may be loaned)

Regular checks throughout the year are made of all residents for their safety and wellbeing and occasionally includes bedroom condition.

## **22. Notices**

- a. UniLodge may give a notice to the Resident by delivering the notice personally to the Resident, or by delivering the notice to the Room.
- b. The Resident may give a notice to UniLodge by delivering the notice to the address of the Manager set out in this agreement, or by posting the notice to that address (in which case the notice will be deemed to be served on the third business day after posting).

## **Attachment 1 - Resident Charges**

The Resident must pay the charges set out in this Attachment 1 as notified by UniLodge to the Resident from time to time, or otherwise in accordance with this agreement.

### ***Prepayment Fees and Charges***

All fees and charges listed below are mandatory fees and must be paid as follows.

- **Application Fee** - \$[150] per room payable when making the application to secure the booking and is non-refundable.
- **Activity Fee** – \$[240] full academic year per person or \$120 per semester per person who is a Resident, paid prior to the Start Date.
- **Security Deposit** – a charge per room equal to 4 weeks of the Residence Fee paid in accordance with Clause 4.

### ***Miscellaneous Fees and Charges***

All fees and charges listed below must be paid in full whenever the service or cost is incurred. These include but are not limited to:

- **Departure Fee** – \$[100] per room paid prior to departure should the resident fail their room cleanliness departure check.
- **Unauthorised Guest Fee** – a charge of \$[130] per day for the duration of the stay of each unauthorised occupant (other than the Resident) of the Room
- **Room Move Fee** – a charge of \$[100] plus an additional cleaning fee of \$[100] will apply on each occasion that the Resident requests and is granted a move from one Room to another within the University campus.
- **Repairs, Maintenance and Cleanliness** – The Resident is liable for any damage or loss caused by negligence or misuse of the Room as set out in this agreement and the Resident and will be charged for labour, any associated costs of repairs, special cleaning and rubbish removal.
- **Car parking** – Is not available at Mayoral Drive Student Accommodation.
- **Lockout Fee** – The first three lockouts are complimentary – following this a charge of \$[25] is payable by the Resident if the Resident locks himself or herself out of the Building or their Room after Hours.
- **Replacement Swipe Card** – a charge of \$[35] is payable to provide a swipe card provided to the Resident if it is lost or misplaced.
- **Laundry Fee** - Commercial laundry is available on the ground floor. There is a cost for this, and each cycle lasts 40 minutes.
- **False Call Out Fee for Department of Fire and Emergency Services (FENZ) or contracted Fire Systems company** – any charges incurred from a false fire alarm caused by the Resident or a guest of the Resident, will be on-charged to the resident.
- **Breach Termination Fee** – 3 weeks of the Residence Fee as set out in clause 13.
- **Early Termination Fee** – 6 weeks of the Residence Fee as set out in clause 14 or clause.
- **Debt Collection costs** – any charges incurred as a result of Unilodge having to contract a debt collection agency to collect all or some of the Residence Fee or any other miscellaneous charges related to this contract.



## Executed as an agreement

By signing below, the Resident agrees to all terms and conditions set out in this agreement and acknowledges receipt of a copy of all documents (either hard or soft copy) with which the Resident must comply under this agreement, namely the Resident Handbook (inclusive of the link to the University Statute of conduct):

Signed by the Resident(s): \_\_\_\_\_ [Signature of Resident(s)] \_\_/\_\_/\_\_[Date]

In the presence of: \_\_\_\_\_ [Signature of Witness] \_\_/\_\_/\_\_[Date]

Email address of the resident \_\_\_\_\_

## Guarantee

In consideration of us providing accommodation to the Resident under this agreement, the Guarantor:

- a. guarantees payment of all amounts owing by the Resident under this agreement, and the Resident's performance of all terms of this agreement
- b. indemnifies us against any loss we might suffer due to any non-payment or other breach of this agreement by the Resident.

We may treat the Guarantor as the Resident in respect of any non-payment or other breach of this agreement by the Resident and are not required to take proceedings against the Resident before taking proceedings against the Guarantor.

Name of Guarantor: \_\_\_\_\_

Address of Guarantor: \_\_\_\_\_

Telephone No of Guarantor: \_\_\_\_\_

The Guarantor agrees to guarantee the performance of the Resident's obligations under this agreement and the payment of all amounts to be paid under this agreement by the Resident to UniLodge.

Signed by the Guarantor: \_\_\_\_\_ [Signature] \_\_/\_\_/\_\_[Date]

Initial \_\_\_\_\_