UniLodge

Wodonga East End

Where I want to be



230236

RULES OF RESIDENCE

87 McKoy Street, West Wodonga VIC 3690

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This Handbook contains the 'Rules of Residence' which form part of your 'Residence Agreement'. You must read these documents and, once understood, sign the acknowledgment forms issued to you before your arrival, which will be evidence of your agreement to abide by the building rules and your contractual obligations. You are entitled to a copy of your signed Residence Agreement.

1. RIGHTS & RESPONSIBILITIES

1.1 Resident Rights

- > To start the residency with the premises in a reasonable condition that complies with health and safety regulations.
- > Peaceful enjoyment of the premises.
- > A secure environment.
- > To be given a copy of the Residential Agreement.

1.2 UniLodge Rights

- ➤ To send Remedy of Breach notices to residents who break the terms or conditions of the Residence Agreement and/or cause damage to any parts or inclusions of the building and/or cause inconvenience to others.
- > To issue Remedy of Breach notices to residents defaulting on their residence fee payments, and to send a Termination Notice if not remedied.
- ➤ To inspect the condition of the property at a time previously arranged. Entitled to maintain rules and regulations (permitted by law) regarding the limitation, prohibition, the use of drugs and alcohol within the premises.
- Request ID from residents.

1.3 Resident Responsibilities

- > Pay the residence fees 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 peace, comfort, or privacy of any other resident.
- Keep the premises and inclusions clean.
- Be 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.
- Report to UniLodge any damage/maintenance issues to your premises in writing.
- Pay for charges as outlined in the Residence Agreement and this Handbook.
- Abide by the terms of the Residence Agreement, rules, and regulations of the building.

- Only use the premises for residential purposes unless otherwise agreed in writing.
- Pay for any False Fire Alarm call outs that may be triggered in your room or unit.

1.4 <u>UniLodge Responsibilities</u>

- > To make sure the apartment is clean and fit to live in at the start of the agreement.
- > Provide a reasonable level of peace, comfort, and privacy in the premises.
- > Ensure the premises is reasonably secure.
- ➤ Ensure compliance with laws regarding the health and safety of persons using or entering the premises.
- Maintain the premises and inclusions in good repair and keep the common areas clean.

2. YOUR AGREEMENT WITH US

2.1 Condition Report

At the commencement of your Residence Agreement, an Entry Condition Report will need to be completed and signed by both you (the resident) and a UniLodge representative. This Condition Report will be used at the end of the Residence Agreement to assess any possible damage that may have been sustained to the apartment, its furniture and equipment.

The completed Condition Report must be **returned to the office electronically within 3 business days** of you receiving the report.

2.2 Eviction

UniLodge Rules of Residence promotes tolerance, courtesy and care for others and the different needs within the community. If you choose to ignore or transgress these guidelines, you shall receive written warnings from UniLodge management. Residents who have received warnings and continue with such behaviour will face termination of their Residential Agreement.

Where a resident's behaviour is deemed to be "unacceptable", or not in line with the values of the property by UniLodge in connection with any incident, their residence agreement can be terminated without initial warning. Unacceptable behaviour may include but is not limited to:

- Carrying, using or distributing illegal drugs or other illegal substances.
- > Harassment, abuse or discrimination of another resident, staff member or person.
- > Sexual/physical abuse of another resident, staff member or person.
- > Theft of another person's property.

- Significant interference with the peace, comfort or privacy of another resident or staff member.
- Smoking within an apartment or in any other area of the building.
- > Tampering with or removal of any smoke detector.
- Acting in a way which threatens the safety and security of other residents and/or the premises.
- Concerning behaviour following or related to an incident.
- If your behaviour causes physical or psychological harm to other persons or property, your residential agreement may be terminated.

Many of these behaviours are against the law. Residents should be aware that in addition to eviction, relevant matters may be referred to police, and/or Wodonga Tafe for consideration.

2.3 Security Deposit

- A security deposit equivalent to \$1000 is required. The security deposit is held in an account on behalf of the resident for the term of the residency and / or for any further period in which the resident may occupy an apartment.
- > The security deposit cannot be used for rent unless authorised by the General Manager Portfolio.
- The cost of repair or excessive cleaning may be deducted from the security deposit.
- ➤ The resident is not entitled to make a claim on any interest of the security deposit.
- Once all debts are cleared and the 'Your Refund Information' form has been completed via the Portal, the security deposit or parts thereof (as the case may be) will be refunded. However, returning Residents will have their security deposit carried over to the subsequent residency period.

2.4 <u>Termination of Residence Agreement</u>

A Residence Agreement may be terminated if:

- The resident fails to pay rent by the due date and all notices to remedy have not been satisfied.
- The resident's behaviour is deemed "unacceptable" by UniLodge (as defined by the Residence Agreement).
- ➤ The resident resorts to or takes advantage of any law for the protection of insolvent people, becomes bankrupt or commits an act of bankruptcy.
- ➤ If a resident's course enrolment status changes due to leave of absence, withdrawal, exclusion or suspension, course completion, change of institution, or any other change to enrolment which means that the resident is not actively enrolled in a Course.

At the termination of a Residence Agreement, all the residents' personal belongings must be removed. Any belongings of value left in the apartment will be kept for 28 Days and then disposed of.

2.41 Early Termination

Termination by Resident – If a Resident wishes to vacate Student Accommodation prior to the end date of their Residential Agreement, they must formally notify the University of their intention to vacate by emailing eastend.wodonga@unilodge.com.au no later than 14 days prior to their desired departure date.

By deciding to vacate Student Accommodation prior to the end date of their Residential Agreement, the Resident must pay the following prior to vacating:

\$850.00 Cancellation Fee

2.5 Overdue account fees

The Resident must ensure Rent is paid on time.

When Rent is more than **3 business days late**, a late fee as specified in the Schedule of Fees will be applied to the Resident's account.

If Rent is late by **14 business days** or more and no extension or payment plan has been agreed or more than \$1000.00, the process for sanctioning the students account will be enforced. These sanctions may include restrictions to your access to enrolment, subject results, transcripts, student email, and may even impact your ability to graduate. Additionally, this could also have a negative effect on your rental history. Until the Resident contacts the Accommodation Office via phone 02 6024 9719 or submits a request to arrange the full payment or enter an agreed payment plan. Residents will be provided a minimum 24 hours' notice, through their email address, that the sanction process may be enforced.

If Rent is late by more than **28 days**, that Resident's Residential Agreement may be terminated by the Accommodation Office. If this occurs, a Notice of Eviction will be issued by e-mail and / or placed under the Resident's Room door, and the Resident will be given two business days (or such other time as notified by the Accommodation) to vacate Student Accommodation as set out in such notice.

The Resident's academic account may also be encumbered affecting access to academic results, re-enrolment and potentially delaying or preventing graduation. Full payment or a payment plan must be agreed to, and the resident must show proof of their ability to comply, before such encumbrance is lifted.

Regardless of any agreed extension or payment plan, outstanding Rent:

i. must be paid by the Residential Agreement end date (or before a Resident vacates Student Accommodation);

ii. will not be rolled over to summer accommodation, or to the following year if an application to return to Student Accommodation is accepted by the Accommodation;

iii. remains payable if a Resident departs without having settled their account; and iv. where unpaid, will be considered a debt due to the Accommodation

3. RULES OF RESIDENCY

These rules form part of your Residence Agreement with UniLodge. Please read these rules and if you have any questions or need a translator advise the customer service staff at the accommodation office.

3.1 Alcohol

Management promotes a responsible attitude towards the use of alcohol. Alcohol is permissible (if you are over the age of 18) only if consumed within your own unit. You are <u>NOT</u> permitted to consume alcohol in common space areas, which will be monitored by UniLodge staff during reception hours and after-hours.

3.2 Behaviour

Residents must agree to abide by the code of behaviour which is captured throughout this handbook. Acceptable behaviour includes not interfering with another person's living conditions or personal security. Breaches of the code of behaviour will be dealt with by UniLodge management. Repeated breaches may amount to "unacceptable behaviour" and constitute grounds for early termination of your Residence Agreement; you will still be responsible for payment of your residency fees until the apartment is re-let. A single finding of "unacceptable behaviour" may result in the termination of your Residence Agreement without warning.

3.3 Building Security

All residents and guests agree to be bound by the security regulations and abide by these regulations as instructed by management.

- Residents must always carry ID and, if requested, show it to management, security, or staff.
- Under no circumstances are residents to loan out their key to anyone.
- Residents are responsible for the behaviour of their guests and must understand that guests are also bound by all the Rules of Residency whilst in the building.
- Residents are responsible for personally letting their guests out of the building after hours.

3.4 Children

The property has not been built with the safety of children in mind, and therefore children are not permitted to reside within the building.

3.5 Cleaning and Inspections

All residents are responsible for the day-to-day cleaning of their bedroom/apartment and common spaces that they have used. The common spaces are lightly cleaned weekly by cleaning staff.

Units will be inspected randomly by UniLodge staff, after due notice is given, for faults or damages.

3.6 Common Property

Residents must not interfere with or damage any common property found in units or common areas. Residents should not leave anything on or obstruct the use of common property. For example, leaving items in the common room. The resident is liable for all damages caused.

3.7 Cooking

To ensure your safety and that of other residents, residents must cook in a responsible manner, using the range hood exhaust fan at all times. Residents will be charged the associated costs for any cooking that triggers the smoke alarms resulting in the attendance of the Fire Rescue Victoria.

3.8 <u>Drugs/Illegal Substances</u>

The use of/or being under the influence of any illegal substance in the building is strictly forbidden. This means under NO circumstances are any illegal substances or paraphernalia permitted within the complex. Failure to comply with this rule can result in eviction. If you feel you are becoming addicted to drugs (or know somebody in the building who is), please talk to UniLodge management, we are here to assist in every way possible. We can certainly put you in touch with people who can help you.

3.9 Eligibility of Residents

- All students aged 18 and over and enrolled in Wodonga Institute of TAFE (or La Trobe University, Go TAFE) course of study are eligible to apply to live in student accommodation.
- > All residents must sign a Residence Agreement
- Children are not permitted to reside at UniLodge Wodonga East End
- Residents must not sub-let the apartment under any circumstances

3.10 Furniture and Equipment

The furniture, and other items provided in the units/rooms are to be used for the purposes for which they are made. The resident is liable for damage to this property.

Residents are not permitted to make alterations or additions to the apartment, or the furniture and equipment within the apartment. Small bar fridges are permitted if they have been tested and tagged.

3.12 Gambling

Gambling is not permitted on the premises.

3.13 Lockouts

A lockout fee of \$50 will apply should you lock yourself out of your apartment or the building and require a UniLodge staff member to provide you access. If you have lost your key, you will be issued with a temporary key until a new one can be created – a fee will be charged.

3.14 Overnight Guests

Residents may have a guest stay overnight for a maximum stay of three consecutive nights. Residents must complete a Guest Form at reception that includes the guest's details and the length of their stay.

UniLodge does not provide extra bedding for guests. Residents must accommodate guests within their own bedroom/apartment. Your guest must stay within the bedroom and not the common areas within the apartment.

To ensure compliance with fire and safety regulations (and in consideration of the rights of other residents in unit), the following process must be followed:

- A Guest Form must be completed by the resident
- A Guest must always be accompanied by a resident
- A Guest must never be given a room key
- A Guest cannot stay more than three consecutive nights

Failure to follow this process will render the resident liable to disciplinary action.

Residents must ensure that their guests comply with the Rules of Residence and reasonable directions given to them by management. If requested to do so by management, a guest must leave the campus immediately.

All guests are subject to approval of UniLodge management and can be asked to leave at any time. The guest policy is designed to allow occasional visitors to the units. Guests will be denied if UniLodge management feels a resident is abusing the guest policy by having a guest too often.

3.15 Pets

Under NO circumstances are residents permitted to bring any pets or animals into the units.

3.16 Requests by Staff

Residents must comply with all reasonable requests from UniLodge management and support staff.

3.17 Smoking

East End is a smoke-free Tafe, including all buildings, land, and carparks.

UniLodge Wodonga East End accommodation is smoke-free, which includes the units/rooms and common areas. As such, any costs resulting from the repair and cleaning of any damage caused through cigarette burns, smoke residue or build-up of nicotine will be charged to the resident responsible, this includes any fines or costs associated with fire alarms that may take place due to use a cigarette, vapes, e-cigarettes, or anything similar by a resident.

3.18 Noise Complaints

Residents have the right to quiet enjoyment of their apartment and surrounds. All noise must be kept to a minimum at all times, specifically from 10pm onwards and will be enforced by UniLodge staff during SWOT-VAC and exam periods. If you are disturbed by noise, immediately speak to reception during business hours, or the **Duty RA on 0401 029 772 after-hours**, so the matter can be investigated. All noise complaints are monitored by UniLodge management; repeat offenders will be liable to disciplinary action.

3.19 Media

UniLodge reserves the right to use photographs and/or videos taken on the premises and at UniLodge social events for promotional purposes in marketing material. UniLodge reserves the right to ask you to take down any media posts that may depict UniLodge in a negative light. If you would like to opt out of allowing UniLodge to use your image for marketing purposes, then please email eastend.wodonga@unilodge.com.au and specify that you would like to opt out of your image being used.

3.20 Parking

UniLodge Wodonga East End has parking onsite, it is each resident's responsibility to park within the bays provided. UniLodge Wodonga East End is not liable for any damage or items stolen while parked onsite. The resident is responsible for the removal of items of value within the car that may be targeted if not removed. All vehicles parked within the provided onsite carpark must be registered and working vehicles.

3.21 Conclusion of Residency

A Resident's Residential Agreement will conclude at 10:00am on the 'Agreement End Date' set out in their Residential Agreement. By 10:00am on such date, that Resident must:

- vacate their allocated Room:
- complete a Bond Refund Form via the Portal

return their key to Accommodation Office

The Resident may be liable for recovery costs of any lost, unreturned, or damaged items belonging to UniLodge and Wodonga TAFE.

4. SCHEDULE OF FEES

Item or Charge	Charge
Departure Cleaning Fee	\$100.00
Direct Debit Decline Fee	\$10.00
Late Fee (Rent)	\$55.00
Replacement Key	\$175.00
Security Deposit	\$1000.00
International Bank Fee	\$20.00
Room swap Fee	\$85.00
Lock out Fees if between 5:00pm-9:00am	\$50.00
Early Termination	\$850.00
Tampering with emergency, network, or other equipment	Subject to Quote

Replacement Costs	Charge
Bed Frame	Market Purchase Price, approximately \$600.00
Mattress	Market Purchase Price, approximately \$300.00
Mirror	Market Purchase Price, approximately \$120.00
Curtains (per room)	Market Purchase Price, approximately \$400.00
Curtains (common rooms)	Market Purchase Price, approximately \$800.00
Coffee Table	Market Purchase Price, approximately \$350.00
Couches	Market Purchase Price, approximately \$1,200.00
Desk Chair	Market Purchase Price, approximately \$200.00
Desk	Market Purchase Price, approximately \$500.00
Flyscreen	Market Purchase Price, approximately \$100.00

Other Charges	Charge
General Cleaning	
1x Cleaner	\$45.00 per hour (min charge 30 minutes)
2x Cleaners	\$90.00 per hour (min charge 30 minutes)
Carpenters Rate (Hourly)	\$80.00
Carpet Replacement (per room)	Market Purchase Price, approximately \$600.00
Carpet Steam Clean (per room)	Market Purchase Price, approximately \$100.00

Fire Blanket	Market Purchase Price, approximately \$120.00
Fire Extinguisher	Market Purchase Price, approximately \$200.00
Tampering with fire equipment (no alarm/ alarm activates)	Subject to Fire Rescue Victoria charge, approximately \$3,500.00
Fire Alarm (Negligent behaviour/ malicious)	Subject to Fire Rescue Victoria charge, approximately \$3,500.00