

## Rooming Accommodation Agreement

### Part 1 Rooming Accommodation Details

#### Item 1 – Agent or Manager/Provider

##### 1.1 Provider

<b>Name/Trading Name</b>	BCA Management Pty Ltd trading as UniLodge Park Central
<b>Address</b>	UniLodge Park Central 8 Gillingham Street, Woolloongabba QLD 4102
<b>Phone</b>	+61 7 3556 9500
<b>Email</b>	parkcentral@unilodge.com.au

#### Item 2 - Resident

##### 2.1 Resident

<b>Resident</b>	YOUR FULL NAME
<b>Phone</b>	YOUR PHONE
<b>Email</b>	YOUR EMAIL

#### Item 3 – Manager/Provider’s Agent

##### 3.1 Managers/providers agent

<b>Name/Trading Name</b>	BCA Management Pty Ltd trading as UniLodge Park Central
<b>Address</b>	8 Gillingham Street, Woolloongabba QLD 4102
<b>Phone</b>	+61 7 3556 9500
<b>Email</b>	parkcentral@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

<b>Room Type</b>	YOUR ROOM TYPE
<b>Tower Name</b>	YOUR TOWER NAME
<b>Room Number</b>	YOUR ROOM NUMBER
<b>Address</b>	8 Gillingham Street, Woolloongabba QLD 4102

##### 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
- Air Conditioning and Heating
- Wi-Fi Internet (unlimited)
- UniLodge Community Spirit Program – refer to Resident Handbook

**Item 7 – Lease Term**

<b>Lease Term</b>	The term of the agreement is fixed
<b>Starting on</b>	<b>INSERT DATE</b>
<b>Finishing on</b>	<b>INSERT DATE</b>

**Item 8 - Rent**

<b>Rental Payment</b>	<b>INSERT RATE</b> 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**

<b>Payment Term</b>	Fortnightly, on the date 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 – <i>payment will incur a 2.31% surcharge per transaction</i>
WeChat Pay – <i>payment will incur a 1.00% surcharge per transaction</i>	AliPay – <i>payment will incur a 1.40% surcharge per transaction</i>

*Details for direct transfer:*

<b>Bank &amp; Address</b>	St George Bank – 27 Eagle Street, Brisbane QLD 4000
<b>Account Name</b>	UniLodge Park Central
<b>BSB</b>	114-87
<b>Account Number</b>	450 728 322
<b>SWIFT Code</b>	SGBLAU2S
<b>Payment Reference</b>	<b>YOUR ENTRYID</b>

**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 Park Central, 8 Gillingham Street, Woolloongabba QLD 4102.

**Item 13 – Rent Increases**

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

**Item 14 – Rental Bond**

<b>Rental bond</b>	<b>BOND AMOUNT FOUR (4) WEEKS RENT</b>
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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: 4 Bedroom Apartment = 4, 5 Bedroom Apartment = 5, 6 Bedroom Apartment = 6

**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**

## Part 2 Standard Terms

### Division 1 Preliminary

#### 1 Interpretation

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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

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- (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

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This agreement starts on the day stated in this agreement for item 7.2.

#### 4 Entry condition report – s 81

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- (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

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- (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

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- (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).

- (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

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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

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- (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 –
  - (a) this agreement states for item 13.1 rent can be increased; and
  - (b) 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
  - (c) 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.

## 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

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- (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

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- (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 it is likely to be seen by the residents.
- (4) 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.
- (5) 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

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- (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

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- (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 –
  - (a) a particular type of pet may be kept, only that type may be kept; or
  - (b) a particular number of pets may be kept, only that number may be kept; or
  - (c) 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

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- (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

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- (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

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- (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

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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

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- (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

- (e) the resident abandons the resident's room; or

*Note –*

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

- (f) 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.

### 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 –
- stand in the provider's place in any application to a tribunal by the provider or the resident; or
  - 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 –
- by giving it to the party, agent or representative personally; or
  - 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
  - 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

- (d) 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 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
  - 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
  - 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
  - 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)

## Part 3 Special Terms

### Resident Handbook

- The House Rules (Appendix 1) and the UniLodge Park Central Resident Handbook (emailed to resident) forms part of this lease and it is assumed these has been read and all terms and conditions accepted and abided by as a resident of UniLodge Park Central.

### Sub-letting

The tenant 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 lessor's consent having first been obtained. The lessor 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 Park Central a false call-out charge or any other charge associated with the triggered alarm, the Resident will reimburse to UniLodge Park Central the full extent of those charges within 14 days of receipt of an invoice from UniLodge Park Central. The fines currently in excess of \$1200.

### 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
- Only use the premises for residential purposes unless otherwise agreed in writing
- Report to UniLodge Park Central 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 Park Central 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 lease

- The unit has been professionally cleaned prior to your arrival and must be returned to the same condition at the end of the lease agreement – this includes carpets being professionally steam cleaned and replacement of the shower curtain and mattress protector.
- Resident may elect to have UniLodge Park Central 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 Park Central 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 Park Central 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 to building management on check out.

**Signature of Manager/Provider**

<b>Name/trading name</b>	BCA Management Pty Ltd trading as UniLodge Park Central
<b>Signature</b>	
<b>Date</b>	____ / ____ / ____

WITNESS

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	____ / ____ / ____

**Signature of Resident**

<b>Name</b>	YOUR NAME
<b>Signature</b>	
<b>Date</b>	____ / ____ / ____

WITNESS

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	____ / ____ / ____

**SAMPLE ONLY**



## Appendix 1

### UniLodge Park Central – House Rules

As part of your lease agreement, you will be supplied with the House Rules for UniLodge Park Central.

This document covers the rules and expectations in regards to:

- Common Areas and Share Facilities
- Maintenance procedures
- Resident behaviour
- Bike Parking
- Car Parking
- Alcohol
- Drugs and Illegal substances
- Gambling
- Smoking
- Noise
- Pets
- Visitors and Overnight guests
- Harassment
- Security
- Social Media
- Complaints and Disputes
- Requests by staff
- Abiding by House Rules

If you have any questions about any of these House Rules, please contact Reception.

#### **Internet**

As a resident of UniLodge Park Central, you receive unlimited Wi-Fi. Please refer to the information given in your arrival pack and on the signage around the building for assistance and troubleshooting with your internet connection. Wi-Fi is available throughout the entire building.

#### **Video surveillance**

UniLodge Park Central has 24 hour video surveillance. While these cameras can be of assistance in managing issues, the best defence is for all residents to maintain a vigilant attitude towards safety and security.

#### **Security**

Apartment doors must remain closed at all times. They are not to be held open, propped open or held back by any objects whether the resident is in the apartment or not.

#### **Identification**

Identification should be carried at all times as it allows management and security to determine if a person is a resident at UniLodge. Identification should include a photo and your name in English. It also allows after-hours access should you lose your access card. **You should always keep your access card and identification separate.**

#### **Social Gatherings**

Social gatherings are an important part of university life and residents may gather together for social occasions. Resident's must consider the aspect of noise, security, and abide by the rules for the use of communal spaces.

## **Events in Rooms**

Residents may hold small events in their room without filling out an event request form. A small event is deemed to be

- no more than 6 extra guests in a 4, 5 & 6 bedroom apartment
- no more than 3 extra guests in a Studio apartment

If an event is being held with more people than the guidelines above, an event request form must be completed at reception. Any in-room event which has the potential to be disruptive to the community should instead take place in a common area.

## **Events in Common Spaces**

Gatherings with a large number of people in attendance require a significant level of responsibility on the part of the person hosting. It is important that this person plans for this, and is sober and present for the entire duration of the party. In multi share apartments, they require the unanimous consent of all residents before having these events.

An event cannot exceed:

- 20 guests in total in a 4, 5 & 6 bedroom apartment
- 6 guests in total in a Studio apartment

The number of guests allowed for each requested event in a common area will be assessed on an individual basis. The use and set up of the space, activities being conducted within it and the room's capacity within safety regulations will all be part of the decision.

You must complete an event request form (available from reception) if you wish to use the common spaces. The event request form is designed to ensure that the interests of other residents not attending the party and people attending the party are adequately considered by the host.

Applicants are required to give the reason for the gathering, how many people will be in attendance, how many non-residents will be in attendance, and how the gathering will be managed.

The resident hosting the gathering will be held responsible for any breach of the UniLodge Park Central Handbook or House Rules, including damage and noise. Any costs arising from a gathering including costs for cleaning and damage, will be charged to the host.

Most events that are non-academic in nature will not be approved during the Exam period.

Events must conclude by 11pm.

For a gathering in a multi share apartment, the host must always have the unanimous consent of all other residents in that multi share.

## **Non-residents of UniLodge**

Unfortunately it is common for problems associated with social gatherings to be linked to guests of residents. We have several rules that apply to non-residents.

Hosts should be aware of these rules:

- Residents and their guests at UniLodge are to show respect for each other and for our building as members of the UniLodge community.
- Residents are responsible for their guests and will be held financially accountable for any misconduct on their part.
- Residents are also responsible for the conduct of their guests and any misconduct, injury to any person or property damage, which they cause.
- Any person whose behaviour is unacceptable, or who is behaving in a suspicious manner will be deemed as trespassing and will be asked to leave.

## **Visitors**

Residents are responsible for their visitors and will be accountable for their actions. All visitors must obey UniLodge rules and regulations on the lease agreement, the House Rules and the UniLodge Park Central Resident Handbook. All visitors must leave by 10pm. All unwanted visitors or trespassers should be reported to UniLodge Park Central. If you are expecting visitors, you must personally come down to reception to verify and pick up their visitors.

## **Overnight Guests**

Only one overnight guest is permitted at a time. All residents must complete a guest request form available from reception and have their guest approved by UniLodge Park Central at a minimum of 24 hours prior to the guest's arrival. A guest can only stay for a maximum of three (3) consecutive nights at UniLodge Park Central and will not be permitted to be signed in by another resident to extend their stay at the property. Overnight stays during examination periods will be considered on a case by case basis.

All guests must obey all of UniLodge rules and regulations on the lease agreement, the House Rules and the UniLodge Park Central Resident Handbook. Residents will be liable and responsible for any breach of a UniLodge rule or regulation that their guest commits.

Guests who do not abide by the rules and regulations of UniLodge Park Central can be asked to leave at any time.

## **Exam and study times**

During official university study and exam periods, no social gatherings can be held that disturb other residents. Residents who finish their exams early and wish to celebrate are advised to celebrate outside of UniLodge.

Official UniLodge events held during this time will normally be low key and aimed at providing residents with the opportunity to take a quiet break from study.

## **Criminal Activity**

Any criminal activity associated with a gathering or event will be reported to the appropriate authorities. Criminal activity includes the supply of alcohol to those who are under 18 years old.

## **Intruders**

Although we take all possible precautions, intruders may occasionally gain entry. If you see anyone behaving suspiciously, call reception during open hours or the emergency phone after hours immediately and watch the person or persons from a distance but **do not put yourself at risk**.

### ***Remember:***

- Do not swipe your card for any other person in the lifts or open the front entry door
- Do not show any person to a resident's unit, or tell them where they live - the resident concerned may not wish to see the visitor.
- Tell the visitor to call reception.
- UniLodge has 24 hour video surveillance.

If in doubt, please contact UniLodge Park Central staff.

## **Personal belongings and insurance**

All Residents are strongly advised to take out contents insurance cover on their personal belongings and items such as stereos, computers, CD players, bicycles, clothing etc as they may not be covered by UniLodge policies. Any large complex is vulnerable to petty theft and unfortunately UniLodge Park Central is no exception. UniLodge is not responsible for any damage caused to your personal items during your stay with us.

Contents insurance can be purchased through UniLodge for an additional cost on top of your normal rental payments. Please contact reception for more information.

## **Transport**

- Information on public transport can be obtained from the Transit Help Line Phone 13 12 30 (calling card or mobile only), or [www.http://translink.com.au](http://translink.com.au).
- Buses run from Buranda bus station parallel to Gillingham Street right next to UniLodge Park Central.
- Buranda railway station is located at the end of the road from UniLodge Park Central.

## **Informing Emergency Contact Person(s)**

As a general rule, informing the nominated emergency contact person(s) is at the option of the resident. However, in cases where there is grave concern for the health or wellbeing of a resident, management may contact the emergency contact person(s) nominated by a resident in their Room Agreement.

## **Access to other apartments**

Entering another Resident's apartment without authority will result in the same action as a member of the general public entering a home without approval. That is, offenders may be detained and charged with trespassing by the appropriate authorities. To prevent trespassing and, in particular theft, all residents should keep their doors closed and locked regardless of whether or not they are in their apartment.

## **Absent from your apartment**

If you intend to leave your unit for longer than 3 nights, please ensure you advise reception. You will need to fill in an extended leave form and reception will note this on your file should we need to contact you in an emergency. Please note if you are away over a rental instalment date, it is your responsibility to ensure that your rent is prepaid at all times. To avoid any unnecessary removal of goods where it is thought that the apartment has been abandoned, please ensure that you attend to all rental payments prior to going on holiday.

## **Additional furniture**

**The installation of other furniture into a resident's apartment is not permitted** unless a written application (with dimensions and all applicable details) is submitted to, and approved by UniLodge management. Every request will be looked at separately depending on the size of the unit and furniture required.

## **Health and Safety**

As residents you must not partake in any act or behave in a manner that does that will promote a hazard to yourself or someone else. This includes, but is not limited to, preventing easy access or exit from the building by leaving personal articles or rubbish blocking any thoroughfare including exits, or interfering with any fire safety notice or equipment.

## **Social Media**

UniLodge is actively using social media sites to build an online community. Prospective and current students and their families, alumni, staff and friends of UniLodge can share content, ideas and experiences, and find helpful information on UniLodge's various official and associated social media sites, such as the UniLodge Facebook page. We invite you to use them to connect with UniLodge and our community of residents.

To keep the sites enjoyable and lively, please respect the rules of the various social media platforms, and also observe the following guidelines. UniLodge reserves the right to remove posts that don't comply, or are judged to be unacceptable.

These guidelines will grow and change as the social media networks themselves grow and change.

## General Principles

- *Think before you post.* The internet has a history of thoughtless posts that users later regret.
- *Be respectful.* UniLodge is committed to showing respect for the dignity of others and to the civil and thoughtful discussion of differing ideas. If you wish to voice a complaint or disagree with another post, please do so in a polite and constructive manner. Obscenities, personal attacks, and defamatory comments about any person, group, organisation or belief will be removed.
- *Be accurate.* Please check your facts before you post and ensure you use the most up to date information available. Cite – and link to – sources wherever possible. If you have made an error, correct it visibly and apologise. Posts containing factual errors may be removed or corrected.
- *Be honest.* Be honest about who you are. State your sources when quoting others.
- *Be ethical.* Ensure your posts are fair to all concerned and do not exploit others in any way.
- *Don't breach copyright.* Be particularly careful in regard to music (including video soundtracks), videos and photographs.
- *Add value and don't spam.* Supply and share information that is relevant and of interest to the UniLodge community.
- Don't use UniLodge sites to promote businesses, causes, ideologies or political parties. Any posts of this kind will be removed.
- *Protect your privacy.* Your comments are visible to all. Never include yours or others phone number, email address, home address or other personal information in a post. Adjust the privacy settings on your social media sites to only disclose information you are happy for others to see.

UniLodge recognises that your personal social media accounts are your private property and does not require you to engage with UniLodge online (for example by becoming a fan on Facebook, joining a group in LinkedIn, or subscribing to us on Twitter) using your personal accounts.

## Complaints

Life in a community can sometimes throw up challenges that are difficult to manage on your own. You might have a problem with a fellow resident or a staff member, or a decision that has been made by UniLodge Management. If you do come across some difficulty in your life at UniLodge, don't hesitate to raise it with a staff member. In most cases, problems can be resolved through informal enquiries and discussions.

Here are some steps to follow if you need help to resolve a problem:

- Talk politely and openly to the person involved. It is best to be open and honest and try to resolve the issue with the person directly. This isn't always easy, but will give you the chance to voice your concerns personally.
- If you feel the matter has not been dealt with, inform the person that you will take the matter to UniLodge staff
- If you feel the matter has not been dealt with, you can take the matter to the Property Manager of UniLodge Park Central and submit a complaints form to reception. Your complaint will remain confidential.

Should you at any time be unsatisfied with any outcome in regards to your rights of tenancy, please contact reception to fill in our complaints form that can be submitted to: [parkcentral@unilodge.com.au](mailto:parkcentral@unilodge.com.au)

The house rules, and the following, form part of your lease agreement with UniLodge. Please read these rules and if you have any questions or need a translator advise reception.



## **Eligibility of Residents**

All residents must be enrolled in or studying at a university, TAFE, college or school. If the apartment you have selected is licensed for two people, both occupants must be studying and there will be an additional charge of \$50 per week.

All residents and other occupants must be registered and sign a rooming agreement.

- UniLodge Park Central is **NOT** a suitable environment for children under the age of 16
- Residents must not sub-let the apartment under any circumstances

## **Building Security**

All residents and visitors agree to be bound by the security regulations and as instructed by management.

- Residents must carry identification at all times and, if requested, show it to management, security or staff
- Under no circumstances may residents loan out their access card
- Residents are responsible for the behaviour of their visitors and must understand that visitors are also bound by all the rules of the lease whilst in the building
- Residents are responsible for personally letting their guest/s out of the building after hours. The issued swipe card must not be given to the guest/s to exit the building by themselves

## **Requests by staff**

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

## **Behaviour**

Residents must agree to abide by the code of behaviour. Acceptable behaviour includes not interfering with another person's living conditions or personal security. Unacceptable behaviour will be dealt with by management. Repeated offences could constitute grounds for early termination of your lease agreement, however you will still be held responsible for rent until the unit is re-let.

## **Drugs/Illegal Substances**

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 permitted within the complex. Failure to comply with this rule can result in eviction.

If you feel you are becoming reliant on drugs or other substances (or know somebody in the building who is), please talk to management. We are here to assist in every way possible. We can certainly put you in touch with people who can help you.

## **Smoking**

UniLodge is a smoke free building which includes the apartments and all 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. In Queensland there are strict laws about how close to buildings you can smoke so make sure you are familiar with these laws.

- No smoking within 5 metres of public transport waiting points such as bus stops, taxi ranks, and ferry terminals
- Smoke free buffer increases to 5 metres at all non-residential building entrances
- No smoking at commercial outdoor eating or drinking areas

## **Alcohol**

UniLodge Park Central promotes the responsible consumption of alcohol for residents over the age of 18. UniLodge opposes excessive consumption of alcohol and binge drinking, as we are home for all residents and should not be treated as a drinking place. All residents should be able to study and sleep without being disturbed by other residents. While UniLodge permits responsible consumption between friends it opposes groups or individuals who wish to consume more than a few quiet drinks.

Alcohol is permissible (if you are over the age of 18) only if consumed within the designated drinking areas listed below. Alcohol is NOT permitted in any area not listed below.

### Designated Drinking Areas

- Resident Apartments
- Level 2 Common Area (excluding the Theatrette)
- Level 2 Outdoor Area until 11pm

Any alcohol is to be consumed in moderation and there is to be no excessive noise. Noisy students will be asked to quiet down or directed to leave the building. Intoxication will under no circumstances be accepted as an excuse for misbehaviour. The full consequences will apply for misbehaviour following any destructive or socially unacceptable acts, inclusive of where the resident cannot remember the wrongdoing. Kegs, funnels, yard glasses, beer bongs and other related implements that may encourage rapid consumption are not permitted.

Breakages of glass or items that may cause injury must be reported to UniLodge Park Central reception or the RA on duty immediately. It is the responsibility of those consuming the alcohol to put all rubbish, including bottle tops, into the bins provided. Empty alcohol containers must be disposed of appropriately and in a timely manner. Please respect the opening hours of the common areas. UniLodge staff and RA's may shut down any activity at any time that is deemed in breach of this policy.

All empty glass bottles and cans must be properly disposed off in the recycling bins located in the common areas.

## **Gambling and Gaming**

Gambling is not permitted on the premises. Any member of UniLodge Park Central who is found to have undertaken actions not in accordance within this rule will be issued with a breach notice which could potentially lead to termination of lease.

## **Furniture and Equipment**

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

The resident is not permitted to make alterations or additions to the apartment or the furniture and equipment within the apartment, unless the request has been given in writing and approved by management.

## **Common Property**

Residents must not interfere with or damage any common property, nor leave anything on or obstruct the use of common property. The resident is liable for all damages caused.

## **Pets**

Pets or animals are not accepted at UniLodge Park Central – this includes fish.

Guide dogs and other registered assistance animals permitted – if required please inform the team at UniLodge Park Central and obtain a registration form.

## **Noise**

All residents have the right to the quiet enjoyment of their apartment and common areas, particularly during times of study and exams. Be mindful and respectful of others residents in the building and how excess noise affects others.

***All residents must keep noise to a minimum between the hours of 10:00pm and 8:00am.***

## **Cleaning and Inspections**

All residents are responsible for the day to day cleaning of their apartment. In addition to this, UniLodge apartments will also conduct periodic inspections, after due notice is given, for faults or damage.

You can sign out/borrow a vacuum cleaner from reception.

## **Departure Cleaning**

Your apartment has been professionally cleaned and fitted with a new mattress protector and shower curtain, prior to your arrival. As a condition of your lease you must leave your premises in the same condition as when you entered it.

To take some of the stress out of your exit process, UniLodge has been able to negotiate rates with a bond cleaning company that delivers a service that we believe is of a very high standard, and which meets our cleaning expectations. We can offer this service to you which includes professional cleaning, carpet steam cleaning, the cost of replacement mattress protector and shower curtain (please contact reception for pricing).

You are more than welcome to undertake the works yourself. Should you wish to do so, please contact UniLodge staff to obtain a checklist of items that need to be addressed. Our team will inspect your apartment after you have cleaned it to ensure it meets the expectations prior to releasing the bond. If the cleaning is unsatisfactory we will engage our professional cleaner at an additional cost.

***For the cleaning of multi share apartments, please see reception for rates for common areas and inclusions.***