

## LICENCE TO OCCUPY

This agreement is made on the XX st/nd/rd/th day of Month 2022

### Between the Parties

1. J & R Developments Pty Ltd c/- UniLodge Ultimo (the owner)

2. FULL NAME

To occupy the space described as:

**PREMISES:** Room XXX , 437-443 Wattle Street, ULTIMO NSW 2007  
(Room number subject to change prior to arrival)

The term of the Occupancy is from:

**COMMENCEMENT DATE:** XXX \_\_\_\_\_

**TERMINATION DATE:** XXX (vacant possession to be given before 10am) \_\_\_\_\_

**OCCUPANCY FEE:** AUD XXX - to be paid EVERY 2 WEEKS FROM COMMENCEMENT DATE

**SECURITY DEPOSIT REQUIRED:** \$ XXX (equivalent to 4 w Occupancy Fees) \_\_\_\_\_

**PASSPORT/STUDENT NO:** XXX \_\_\_\_\_

**MOBILE NO (AUSTRALIAN/INTERNATIONAL):** + XXX \_\_\_\_\_

**EMAIL ADDRESS:** XXX \_\_\_\_\_

**PHOTOCOPY OF OVERSEAS STUDENT STUDY VISA ATTACHED:**  YES

**OR**

**IF PERMANENT RESIDENT OR AUSTRALIAN CITIZEN PHOTOCOPY OF LEGAL PHOTO ID**

YES

**NAME OF REGISTERED TRAINING ORGANISATION (RTO) RESIDENT IS ATTENDING:**

XXXXXXXXXXXX \_\_\_\_\_

### THE METHOD BY WHICH THE FEES MUST BE PAID:

**Direct Debit** from an Australian bank account:

Ask a member of UniLodge team at the Reception who will be able to assist you with completing the required form

**Direct Debit** is to be arranged for funds to be debited from your nominated account via the Bulk Electronic Clearing System. Note if your drawing is returned or dishonoured by your financial institution a \$20 dishonour fee will be added to your account. If your drawing is returned or dishonoured by your financial institution on three (3) occasions UniLodge reserves the right to ask you to make payment in full for your remaining term of your Licence to Occupy or may choose to terminate this Licence to Occupy.

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SAMPLE

On the Terms and Conditions agreed between the parties as follows:

## **1.0 License to Occupy and Residential Tenancies Act**

This is not a Residential Tenancy Agreement for the purpose of the Act (Residential Tenancies Act 2020).

## **2.0 The Owners Obligations**

The Owner shall allow, subject to the performance of the Resident's obligations as set out in Clause 3 hereof, the Resident to:

- 2.1** Occupy the Room.
- 2.2** Have the use of the fixtures, fittings and furnishings in the Room.
- 2.3** Have access to the services provided under the terms of this Licence to Occupy by the Owner (the Services).

## **3.0 Resident's Obligations**

- 3.1** The Resident shall pay:
  - 3.1.1** the Occupancy Fee as from the Commencement Date and on every agreed instalment thereafter always in advance; and
  - 3.1.2** all sundry charges maintenance, cleaning or other services as separately charged to the Resident and payable in full on the date coinciding with the next Occupancy Fee instalment date after the date on which they are accrued.
- 3.2** The Resident agrees that any rights which the Resident may be granted pursuant to this Licence to Occupy are always and shall remain always subject to the exclusive right of the Owner to have possession and control over the Room. The Resident hereby agrees that the Owner may exercise unrestricted control over, access to and use of the Room at all times during the Resident's Licence to Occupy.
- 3.3** Subject to clause 9, the Resident also understands that he/she is not allowed to arrange substitute occupants. Residents are not allowed to assign or otherwise pass on their Licence to Occupy to a friend or another person.
- 3.4** The Resident agrees to give UniLodge Ultimo management four (4) weeks written notice if they intend to break their Licence to Occupy before the Termination Date (also see Clause 6.6 as breach provisions apply even after notice period has lapsed).
- 3.5** In addition to the Resident's obligations as set out in this Licence to Occupy, the Resident covenants as follows:
  - 3.5.1** to use the Room (or share the Room, the case may be) as the Resident's private residence and do not do anything or allow anything to happen in the Room or in the Building to the annoyance or nuisance of the Owner or any other Resident or person occupying a Room or part of the Building and shall not do anything or allow anything to happen which may invalidate or lead to the increase in the premium of any insurance policy in relation to the Room or the Building;
  - 3.5.2** to keep the Room in good order and condition as at the Commencement Date;
  - 3.5.3** not, without the prior written consent of the Owner, to make any alterations or additions to the Room or improvements nor to remove any fixture, fitting or piece of equipment of any nature whatsoever;
  - 3.5.4** not to assign, sub-let, transfer, convey or in any way deal with the rights created under the terms of this Licence to Occupy and at all times retain control and occupation of the Room and the improvement;

- 3.5.5** to use the Building's services including the mechanical services of the Room or the Building only for the purposes for which they are constructed and shall not do, permit or suffer to be done any act or thing which might affect or damage them and any damage caused by misuse shall be made good by the Resident or at the Resident's cost;
- 3.5.6** shall not obstruct any of the public areas of the Building or any part;
- 3.5.7** shall not use any equipment which will or is reasonably likely to overload the cables, switchboards or sub-boards through which electricity is conveyed to the Room or contained in the Building;
- 3.5.8** shall comply in every respect with all lawful notices and directions given to the Resident by the Owner or its authorised representative;
- 3.5.9** give immediate notice to the Owner of any infectious illness occurring in the Room and shall, if required by the Owner, thoroughly fumigate and disinfect the Room to the satisfaction of the Owner and any health authorities having jurisdiction with respect to same; and,
- 3.5.10** to comply with the rules and regulations made by UniLodge Ultimo in accordance with the Resident Handbook.

### **3.6 Cleanliness and damage to the Room**

- 3.6.1** The Resident must keep the Room in a clean and tidy condition during the term of this Licence to Occupy.
- 3.6.2** The Resident must take reasonable care to avoid damaging the Room and any common areas.
- 3.6.3** The Resident must give notice to the Owner of any damage to the Room as soon as practicable.

### **3.7 Behaviour**

- 3.7.1** The Resident agrees not to engage in unacceptable behaviour that includes, but is not limited to:
  - 3.7.1.1** Intentionally causing injury or harm to another person;
  - 3.7.1.2** Real or perceived violence or threat of violence;
  - 3.7.1.3** Causing damage to the property of the Owner or property contained in the Building;
  - 3.7.1.4** Producing excessive or loud noise;
  - 3.7.1.5** Not respecting the rights, attitudes, and beliefs of other persons;
  - 3.7.1.6** Behaving in an offensive or threatening manner; or
  - 3.7.1.7** Threatening the safety or wellbeing or harassing another person.

- 3.8** If the Resident's behaviour is deemed unacceptable by the Customer Service Manager, General Manager or another Staff Member, Management may take such action as deemed necessary, including:

- 3.8.1** Termination of this Licence to Occupy in accordance with clause 7;

**3.8.2** Removal from the Building;

**3.8.3** Probation;

**3.8.4** Fine;

**3.8.5** Community service; and

**3.8.6** Apology.

### **3.9 Handbook, Statues, Rules, Orders, Policies, Procedures and Directions**

**3.9.1** The Resident acknowledges that they have read the Residential Handbook provided, which forms a part of this Licence to Occupy, and agrees to comply with the regulations set out in it as approved or amended by Management from time to time and notified to the Resident in writing.

**3.9.2** The Resident acknowledges that the Resident has reviewed and agrees to comply with and uphold the Statues, Rules, Orders, policies and procedures or the relevant educational institute (if applicable).

**3.9.3** The Resident agrees to abide by the directions given by any employee of operator of the Building of their staff.

### **4.0 The Owner's Rights**

Without limiting in any way Clauses 3.1, 3.2, 3.3, 3.4 or 3.5:

**4.1** the Owner shall have the right to enter and view the Room and the condition of the Room at all reasonable times on reasonable notice provided that, an employee of the Building or the Management may enter the Room without notice if that person reasonably believes that there is an urgent need for them to do so;

**4.2** the Owner shall at all reasonable times have the right to enter with workmen and all necessary equipment upon giving the Resident reasonable notice for the purposes of carrying out any work which the Owner may be bound to carry out or otherwise may deem desirable provided that in so doing, the Owner shall endeavour to cause as little inconvenience to the Resident as is practicable;

**4.3** the Owner shall at all reasonable times have the right to enter the Room if required in order for it to comply with any statutory or other requirements;

**4.4** the common areas and facilities of the Building (which shall be all parts of the Building other than any Room) shall at all times be subject to the control of the Owner or relevant owner who shall have the right from time to time to establish, modify and enforce rules and regulations with regard thereto;

**4.5** the Owner shall be absolutely entitled to make whatever rules and regulations (permitted by law) it thinks fit with respect to the limitation, prohibition, use or transportation of any form of medication, drugs or alcohol or the consumption within the Room or the Building; and

**4.6** the Owner may have the right to enter without notice in case of emergency and to exercise any rights it has upon default by the Resident.

### **5.0 Resident's Rights**

Subject to the compliance by the Resident with the obligations imposed by this Licence to Occupy, the Resident shall have the right to:

**5.1** quiet enjoyment of the Room (subject to rights of other residents that may share the Room);

**5.2** occupy of share the Room; and

- 5.3** use the Services, from the Commencement Date until the Termination Date referred to in this Licence to Occupy.

## **6.0 Security Deposit**

- 6.1** The Resident shall pay the Security Deposit to the Owner to be held by the Owner on behalf of the Resident during the term of this Licence to Occupy or any further period in which the Resident may occupy the Room. At the time that the Resident ceases to occupy the Room and provided the Room is in a clean and habitable condition and no damage has been caused to any part of the Room or its furniture, fittings or equipment, the Security Deposit shall be repaid to the Resident without deductions within twenty one (21) working days of the Termination Date referred to in this Licence to Occupy. subject to Clause 6.3.
- 6.2** If in the opinion of the Owner the Room is left by the Resident otherwise than in a clean, habitable and undamaged condition, the Owner may at its discretion apply such amount or amounts as may be necessary from the Security Deposit to restore the Room to a clean, habitable and undamaged condition. If the Security Deposit is insufficient to meet the cost of such restoration, the Resident shall pay the Owner on demand the amount by which the cost of such restoration exceeds the Security Deposit. If the cost of such restoration is less than the Security Deposit, the amount by which the Security Deposit exceeds the cost of such restoration shall be repaid to the Resident.
- 6.3** The Owner shall also be entitled to deduct from the Security Deposit any arrears of the Occupancy Fee or other outstanding charges which may be owing at the time.
- 6.4** At the Commencement Date the parties shall each complete and sign a Condition Report and a copy shall be retained by each party.
- 6.5** The Resident acknowledges and agrees that any interest earned on the Security Deposit belongs to the Owner, shall not form part of the Security Deposit and shall not be payable to the Resident in any circumstances.
- 6.6** The Resident acknowledges and agrees that if he/she has breached the Licence to Occupy:
- 6.6.1** the Occupancy Fee must be paid until another Resident is found and commences his/her residency, or until the Licence to Occupy ends, whichever occurs first;
  - 6.6.2** if the Occupancy Fee is not paid, then it will be deducted from the Security Deposit; and
  - 6.6.3** should the amount of the Security Deposit be insufficient to cover the Occupancy Fee the Resident(s) will be liable to pay the difference.

## **7.0 Defaults by a Resident**

Each of the following constitutes an Event of Default by the Resident:

- 7.1** The Resident fails to pay an amount due under clause 3.1 on its due date and such amount remains unpaid seven (7) days (whether or not any formal or legal demand shall have been made); or
- 7.2** The Resident, breaches or permits or allows to occur any breach or default in performance and observance of any of the provisions of this Licence to Occupy or the rules and regulations set out in the UniLodge Ultimo Resident Handbook and such breach or default continues for fourteen (14) days after the service of a notice on the Resident requiring the Resident to remedy the same, subject to 7.1 and 7.4; or
- 7.3** The Resident resorts to or takes advantage of any law for the protection of insolvent people, becomes bankrupt or commits an act of bankruptcy; or
- 7.4** The Resident commits an act which justifies 'immediate eviction' which is outlined in the Rules of Occupancy in the Resident Handbook.

- 7.5** If any one or more Events of Default set out in clauses 7.1 and 7.2 inclusive occurs, it shall constitute and be deemed to be repudiation of this Licence to Occupy by the Resident giving rise to the right of the Owner to terminate this Licence to Occupy and withdraw the Services and on reasonable notice shall have the right to accept such repudiation and re-enter the Room whereupon any rights created under this Licence to Occupy in favour of the Resident shall be terminated.
- 7.6** The Owner may expel and remove the Resident without being guilty of any manner of trespass and without prejudice to any action or other remedy which the Owner has or might or otherwise could have had for arrears of the Occupancy Fee or Sundry Charges or breach of covenant or for damages flowing from such repudiation and its acceptance and any termination and forfeiture of this Licence to Occupy.
- 7.7** The Owner shall be entitled to recover any loss arising from the default of the Resident including the Owner's loss of the benefit of the Resident performing its obligations from the date of termination to the Termination date. From the date of termination, the Owner shall be freed and discharged from action, suit, claim or demand by or obligations to the Resident under or virtue of this Licence to Occupy.
- 7.8** The Owner may upon re-entry remove from the Room any fixtures and fittings of the Resident or personal property of the Resident and store same in a public warehouse or elsewhere at the cost and for the account of the Resident without being deemed guilty of conversion or become liable for any loss or damage occasioned provided however that Owner shall not be under an obligation to store any such fixtures, fittings or personal property for a period in excess of three months from the date of re-entry and at the expiration of such period such fixtures and fittings or personal property may be sold by the Owner and the Owner may deduct from the proceeds the costs of removal, storage, preservation and insurance (if any) of such fixtures and fittings and arrears of Occupancy Fee and any other monies owing by the Resident to the Owner pursuant to the terms of this Licence to Occupy.
- 7.9** Any notice required to be served under this Licence to Occupy shall be sufficiently served on the Resident if served personally or if delivered or left at the Room or forwarded by prepaid post to the last known place of abode of the Resident and shall be sufficiently served on the Owner if addressed to the Owner and left or sent to its address set out in this Licence to Occupy.

## **8.0 Early Termination of Licence to Occupy by a Resident**

- 8.1** The Resident acknowledges and understands that this is a legally binding contract and has been entered into by the Lodger with the intention to carry out, in full, the terms of this Licence to Occupy.
- 8.2** The Resident acknowledges and agrees to continue to pay all occupancy fees and charges as set out in Clause 2 until such time as an approved new Lodger commences a contract for a period no less than the current agreement.
- 8.3** The Resident acknowledges that an Early Termination Fee is payable if this Licence to Occupy is ended by the Residents within the first 48 weeks of the commencement of this agreement. The Early Termination Fee is equal to two (2) weeks Occupancy Fee plus 10%.

## **9.0 Privacy**

### **9.1 Information collected**

Information about the Resident which may be collected through this Licence to Occupy will include any information provided in accordance with this Licence to Occupy or that is provided during the term of this Licence to Occupy. If the Resident does not provide this information, UniLodge Ultimo may not be able to grant the Resident a licence to continue to provide Services to the Resident under this Licence to Occupy.

### **9.2 Use and disclosure of information**

The Owner may share personal information with the Australian National Owner and other affiliated entities and with third party including any related entity of the Owner. The Owner may also share

personal information with other service providers including organisations that assist them providing archival, auditing, consulting, mail house, delivery, technology and security services.

### **9.3 Access to Information**

If the Resident wishes to request access to any personal information which the Owner holds about the Resident as a result of information collection practices outlined in this Licence to Occupy, the Resident should contact the Owner or the manager of the Building. If the Resident does request such information then the Resident should provide complete details about the information sought, in order to assist in the retrieval of that information. An access fee may be charged to cover the costs of providing the information.

### **9.4 Use of personal information**

The Resident acknowledges that the Owner and its contractors and their staff may use the Resident's personal information for the purpose of providing accommodation and services to the Resident under this Licence to Occupy and for any purposes set out in the Resident Handbook.

### **9.5 Use of image and/or recording**

The Resident acknowledges that UniLodge may use and/or retain the Resident's personal photos or recordings taken from Residential Life events in accordance with Annexure 1 of this Licence to Occupy.

## **10.0 Indemnity**

The Resident indemnifies the Owner against any liability or loss arising from, and costs incurred, in connection with:

- 10.1** Damage to the Room, other areas of the Building, goods or chattels of another person or the Owner or any other loss, injury or death caused or contributed to by the Resident's act, negligence or default.
- 10.2** Breach of the terms of this Licence to Occupy by the Resident or any termination of this Licence to Occupy by the Owner.
- 10.3** The Owner or its contractors doing anything the Resident is required to do under this Licence to Occupy but has not done or which the Owner considers the Resident has not done properly.

## **11.0 Exclusion of Owner Liability**

The Resident agrees that UniLodge Ultimo is not liable to the Resident for any liability or loss resulting from:

- 11.1** Damage, loss injury or death except to the extent it is caused or contributed to by the Owner;
- 11.2** Any act or omission of any other resident or person in the Building; or
- 11.3** Any malfunction, breakdown, interruption or failure in relation to the supply of services to the Building or Room.

## **12.0 Acknowledgment**

- 12.1** The Resident acknowledges and declares that no promise, representation, warranty or undertaking either express or implied has been given by or on behalf of the Owner as to suitability of the Room or the Services for the needs of a particular Resident.
- 12.2** The Resident acknowledges that the rights created by this Licence to Occupy are rights personal to the Resident and do not create any estate or interest in the Room or the Building.
- 12.3** The Resident acknowledges that all the fixtures, fittings and furnishings in the Room are the absolute property of the Owner.
- 12.4** The Resident acknowledges that he or she:



**12.4.1** has received a copy of Annexures 1 and 2 to this Licence to Occupy and the Resident Handbook;

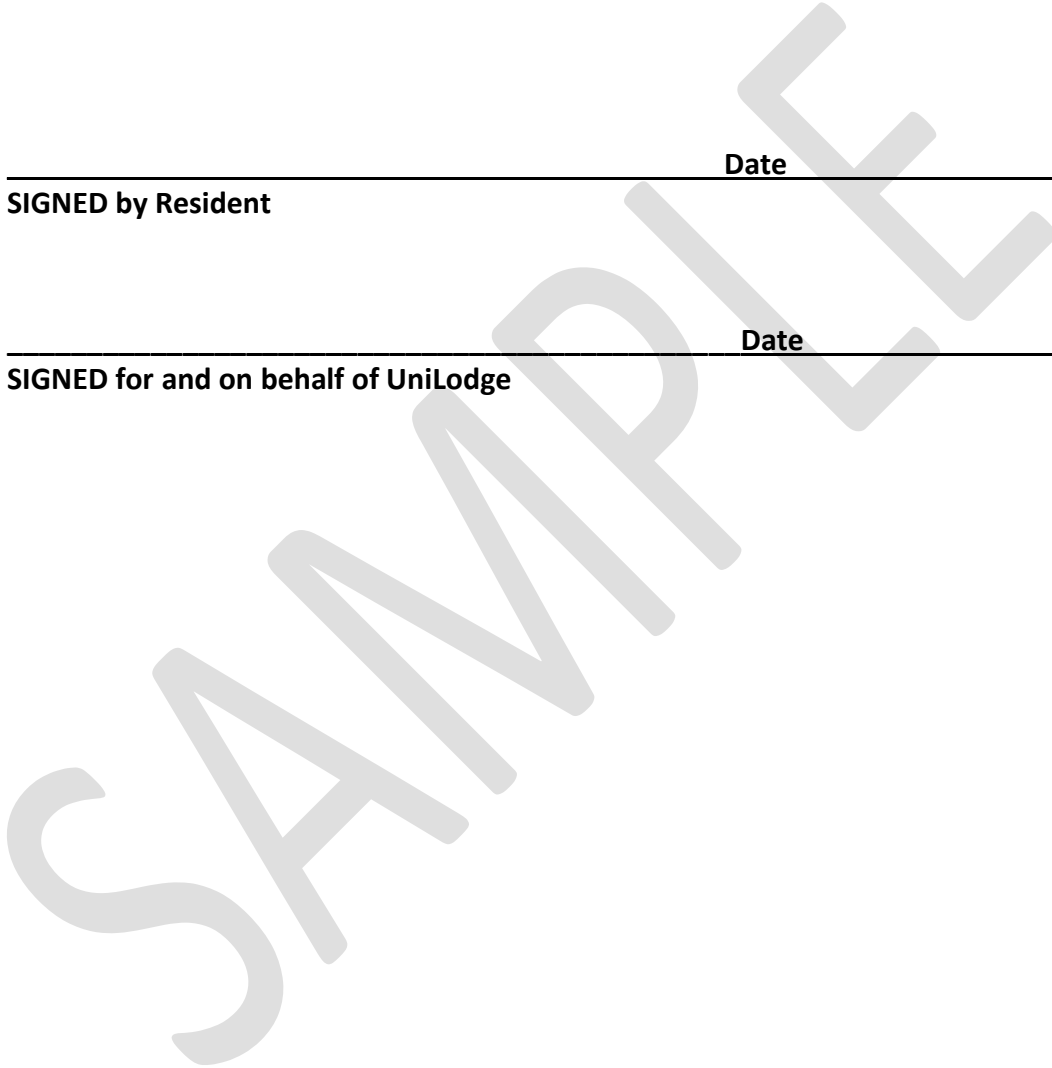
**12.4.2** has been given an opportunity to read them both and seek independent advice prior to signing this Licence to Occupy; and

**12.4.3** will comply with them.

**12.5** The Resident acknowledges that he or she is aware of the terms contained in the Resident Handbook, and acknowledges that they are incorporated in this Licence to Occupy.

\_\_\_\_\_ **Date**  
**SIGNED by Resident**

\_\_\_\_\_ **Date**  
**SIGNED for and on behalf of UniLodge**



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SAMPLE

**ANNEXURE 1**

**Consent to Release Image or Recording**

Photographs, and on occasion video, are taken at our social events such as those offered by Residential Life, Orientation Week and to promote UniLodge. By ticking "ALLOW" below, if you are in any photos or videos of our events, you have agreed to allow UniLodge to use these photos and videos for marketing purposes on platforms such as but not limited to Facebook, Instagram and the UniLodge Website.

**Consent (please tick)**

I give consent to UniLodge to use and/or retain an image or recording as detailed above:

1. **Image or recording that may identify:**
  - Me
  - An individual for whom I have authorized substituted decision making responsibility
  
2. **Consent:**
  - I ALLOW
  - I DO NOT ALLOW
  
3. **Conditions/ limitations: My consent is subject to the following conditions and /or limitations:**
  - No limitations
  - Cultural considerations *(please specify)* \_\_\_\_\_
  - Usage restrictions *(please specify)* \_\_\_\_\_
  - Expiry of consent *(please specify date )* \_\_\_\_\_
  - Other restrictions *(please specify)* \_\_\_\_\_

**4. Resident**

Signature \_\_\_\_\_ Date \_\_\_\_\_

**5. Witness Details (must be a UniLodge employee)**

I have verbally explained this information to the Resident

Full name of authorized person: \_\_\_\_\_

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## ANNEXURE 2

### **Licence Continuation Clause**

To assist the manager with future room allocations the Resident acknowledges that they must provide the manager with not less than four (4) weeks **written** notice regarding their intention to sign a new Licence to Occupy or vacate at the end of the fixed term of the Licence to Occupy.

If the Resident wishes to sign a new Licence to Occupy, this must be executed no later than twenty-eight (28) days prior to the end of the fixed period of the existing Licence to Occupy.

If the Resident fails to supply the required notice, the manager is entitled to charge the Resident an Occupancy Fee until such notice is received and expires or the room is reoccupied, whichever occurs first.

All other terms and conditions of the Licence remain the same unless otherwise notified.

### **RESIDENT PAYMENTS**

**Occupancy Fees** - Occupancy Fees are to be paid in full on every instalment date where the Resident must always remain at least one instalment in advance.

**Sundry Charges** – If any Sundry charges are incurred, they must be paid in conjunction with the Occupancy Fees.

**Early Termination Fee** – Equivalent to Two (2) week's current occupancy fee paid prior to departure. This amount cannot be deducted from the Security Deposit.

**Administration/Application Fee** – A non-refundable fee of AUD\$240.00 will be charged to all new Residents. This is due before the nominated arrival date.

**Cleaning Fee (not including carpet cleaning)** – A minimum charge of AUD\$150.00 per person will apply when a Resident departs their Room at the end of their Licence to Occupy or when they break the fixed term of their Licence to Occupy. This fee is payable at the beginning of the occupancy. If further cleaning is required a rate of AUD\$50.00 per hour will apply. No provision has been made in the standard cleaning fee for rubbish removal. Should there be any items left in the Room a fee of \$50.00 per bag, or part thereof, will be charged in addition to the standard cleaning fee.

**Room Move Fee** – A charge of AUD\$150.00 will apply to Residents who wish to move from one Room to another within UniLodge Ultimo at the end of the fixed term Agreement. Please note a new cleaning fee will be payable.

Please note that while we welcome your option to change your accommodation, should there be evidence of your smoking or wilfully damaging any fixture, fitting or structure within your room at any time during your stay, the option to change Rooms will not be available.

**Repairs and Maintenance** - General maintenance of the Room is provided but does not include durable goods such as light globes and toilet paper. These are the Resident's own responsibility. The Resident is liable for any damage or loss caused by negligence or misuse and will be charged for labour and any associated costs.

**Replacement Keys and Key cards** - A lock out fee for re-entry will incur an AUD\$30.00 fee. The cost of replacement key cards is AUD\$40.00 per card. The cost to replace a window key is the Resident's responsibility.

**False Fire Alarms** – A fee of AUD\$1776.00 will apply in the event of a false fire alarm. This amount charged by NSW Fire Brigade and the Fire Monitoring Services is current at the time of this contract being prepared and is subject to change without notice.

**Security Deposit Refund** – A handling fee of AUD\$20 (Bank Fees) will be deducted from Security Deposit Refund if requesting a transfer to International Bank Account. Electronic transfers are at no cost to an Australian Account. (More details on Bank Transfers can be found on Security Deposit Refund Form).

**SMOKING is strictly forbidden in your unit and throughout the entire building.** If you are caught smoking in the common areas (hallways, courtyards, rooftop, etc.) a fine of AUD\$150 will be imposed and added to your account. When vacating the premises if there is evidence of smoking in your unit there will be a fine of AUD\$150 imposed in addition to the costs of steam cleaning and deodorising the carpets and upholstery, wiping down all walls and laundering and deodorising all soft furnishings in the unit, this fine will be due and payable immediately. Fines will be imposed on more than one occasion should it be necessary, and you will not be invited to extend this Licence to Occupy.

**SMOKE DETECTORS** are in the unit for your safety and should never be covered, removed or tampered with in any way. Should there be evidence of any damage or tampering to these devices an immediate fine of AUD\$150 will be imposed in addition to the cost of having a certified contractor attend to inspect, test and if necessary, repair and reinstate the device. This will also result in you not being invited to extend this Licence to Occupy.

**NB: The above charges are subject to change.**

