



## Accommodation Agreement

<b>Date</b>	This agreement is made on {{Contract_Date_Start}}
<b>Parties</b>	<ol style="list-style-type: none"> <li>1. St Catherine's College Inc (ABN 33 871 420 832) of 2 Park Road, Crawley, Western Australia (<i>Manager</i>) as agent for Curtin University  In conjunction with UniLodge Australia Pty Limited (<i>Unilodge</i>) as supporting agent for Curtin University</li> <li>2. {{Name_First}} {{Name_Last}} (<i>Resident</i>)</li> </ol>

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

### SCHEDULE

TERMS	
<b>Building</b>	{{Room_Location_Description}}
<b>Room</b>	[TBC in the Building] ({{Room_Type_Description}})
<b>Start Date</b>	{{Contract_Date_Start}}
<b>End Date</b>	{{Contract_Date_End}}
<b>Residence Fee</b>	\${{Room_Rate_Amount}} per fortnight Payable in advance by fortnightly instalments during the Term or in one lump sum before the Start Date.
<b>Security Deposit (Only payable by students not studying at Curtin University)</b>	\$ {{Non-Curtin_Deposit}} (An amount equal to 4 weeks' Residence Fee paid in advance to cover any amounts which the Resident is liable to pay under this agreement, such as the cost of repairs to damage caused to the Room or its furniture, fittings or equipment, any cleaning required at the end of this agreement and any Resident Fee or other money that may be owing to the Manager.)
<b>University Student ID #</b>	{{Student_Number}}
DEFINITIONS	
<b>Apartment</b>	If the Room is in an apartment, the apartment in which the Room is located.
<b>Accommodation</b>	The Room, the Apartment, the Building and the Common Areas/Facilities.
<b>Common Areas/Facilities</b>	All areas and facilities in the Building or its surrounds, designed by the Manager from time to time for the shared use of residents.
<b>Property Condition</b>	The property condition report prepared pursuant to clause 11.

<b>Report</b>	
<b>Resident Charges</b>	The charges, in addition to the Residence Fee, to be paid by the Resident, set out in Attachment 1 of this agreement.
<b>Resident Handbook</b>	<p>The Resident Handbook for the Building issued by the Manager or on its behalf and including any variations notified to the Resident.</p> <p>The Resident Handbook will also reflect the requirements of Conduct at Curtin: <a href="https://oasis.curtin.edu.au/ConductAtCurtin">https://oasis.curtin.edu.au/ConductAtCurtin</a></p>
<b>Term</b>	The term of this agreement commencing on the Start Date and expiring on the End Date.
<b>University</b>	Curtin University, Perth Campus located at Kent Street, Bentley, Western Australia, 6102 ( <b>Curtin</b> ).
<b>University By-Laws</b>	The Curtin University Land and Traffic By-laws 2020 as amended from time to time available at: <a href="https://policies.curtin.edu.au">https://policies.curtin.edu.au</a>

## Terms and conditions

### 1. Licence

- a. The Manager grants to the Resident, and the Resident accepts, a licence to use:
  - (i) the Room exclusively; and
  - (ii) the common areas and facilities in the Apartment (excluding other rooms that are licensed or may be licensed to other residents) in common with other occupants of the rooms in the Apartment,for the Term on the terms and conditions set out in this agreement.
- b. The Manager grants to UniLodge the right to obtain and use data relating to St Catherine's College residents for the following processes, as governed by the Privacy Act, respective company policies and as agent for the University:
  - (i) to support in the provision, allocation and securing of accommodation rooms/apartments for residents of St Catherine's College; and
  - (ii) to provide financial management processing inclusive of direct debit, financial breach assistance in collection of funds and termination, refunds of payable amounts to parties and allocating of payments received for the residents of all on campus accommodation inclusive of St Catherine's College; and
  - (iii) to report on data held securely within the systems of the Manager and UniLodge to approved parties as required.
- c. The Resident acknowledges and agrees that:
  - (i) the Resident occupies the Room as licensee and this agreement does not create in or confer on the Resident any estate or interest in the Accommodation; and
  - (ii) this agreement is not a residential tenancy agreement for the purpose of the *Residential Tenancies Act 1987 (WA)*.

### 2. Term

The Resident must not occupy the Room beyond the Term, except where the Manager has agreed to extend the Term (on the same terms of this agreement except for the End Date and any other terms agreed between the parties, and at such further Residence Fee applicable at that time). The Manager has no obligation to agree to extend the Term or to allow a Resident to continue to occupy the Room beyond the End Date.

### 3. Residence Fee & additional charges

- a. The Resident must pay to the Manager the Residence Fee for the Room as set out in the Schedule. The Residence Fee is to be paid in full on the relevant instalment date and the Resident must remain at least one instalment in advance at all times.
- b. The Resident acknowledges that the preferred method for payment of Residence Fees is by direct debit or in lump sum payments. If the Resident chooses to pay using a different method, the Resident must pay instalments in full before the relevant instalment date.
- c. Subject to clauses 14 and 15, the Resident acknowledges and agrees that:
  - (i) The Manager will not refund the Residence Fee, in full or in part, if the Resident vacates the Room before the expiry of the Term.
  - (ii) If the Residence Fee is not paid when due, then it will be deducted from the Security

Deposit.

- (iii) If the Resident is a Curtin University student and the Resident does not pay the Residence Fee when due, then the Manager may, on prior written notice to the Resident, request Curtin to place a sanction on the Resident's university student account in relation to any amount owing. The Manager must arrange for the sanction to be cleared as soon as the Resident has paid any amount owing and/or the matter is resolved.
  - (iv) If the amount of the Security Deposit is insufficient to any outstanding Residence Fee, the Resident will be liable to pay the difference.
- d. The Residence Fee includes all costs for the supply of utilities.
  - e. The Resident must pay to the Manager on demand all Resident Charges as set out in Attachment 1.

#### 4. Security Deposit/Vacating

- a. The Resident must pay the Security Deposit during the Term and during any further period in which the Resident may occupy the Room if they are not studying at Curtin University. This requirement to pay a Security Deposit also extends to Curtin College, Curtin English and Canning College students.
- b. The Manager may at any time deduct from the Security Deposit any arrears of the Residence Fee, Resident Charges or any other amounts which may be owing to the Manager.
- c. If the Resident is a Curtin University student, and the Resident does not pay a Security Deposit, the Manager may, on prior written notice to the Resident, request Curtin to place a sanction on the Resident's university student account in relation to any amount owing. The Manager must arrange for the sanction to be cleared as soon as the Resident has paid any amount owing and/or the matter is resolved.
- d. If the Resident does not pay an account for any arrears of the Residence Fee, Resident Charges or any other amounts which may be owing to the Manager, the Manager may refer any outstanding fee to a debt collection agency. The debt collection agency will attempt to recover the debt owed by the Resident, as well as fees for the debt collection agency's engagement.
- e. If, in the Manager's reasonable opinion:
  - (i) the Room and the Apartment, following vacation by the Resident, is not left in a clean and habitable condition; or
  - (ii) damage has been caused to any part of the Room or the Apartment or the furniture, fittings or equipment in the Room or the Apartment, that has been caused or contributed to by the Resident,

the Manager may deduct from the Security Deposit the costs of any cleaning, repairs or replacement of items damaged (**Damage Cost**). If the Security Deposit does not cover the total Damage Cost, the Resident must pay to the Manager any further amount required on demand. If the Resident is a Curtin University student, the Manager may, on prior written notice to the Resident, also request Curtin to place a sanction on the Resident's university student account. The Manager must arrange for the sanction to be cleared as soon as the Resident has paid any amount owing and/or the matter resolved.

- f. The Manager must return any remaining balance of the Security Deposit to the Resident within 14 days of the Resident vacating the Room, or within a reasonable time after the Manager has finalised any cleaning, repairs or replacement of items required to the Room or the Apartment.

- g. The Resident acknowledges and agrees that the Manager is entitled to any interest earned on the Security Deposit.

## 5. Use of Room

The Resident acknowledges and agrees that the Resident must:

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

## 6. Rules

The Resident must comply with:

- a. all reasonable rules in respect of the use of the Accommodation as notified by the Manager from time to time;
- b. the Resident Handbook; and
- c. the University By-Laws.

## 7. Resident obligations

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

- a. not cause any damage to the Accommodation and pay to the Manager on demand the cost of repairs caused by any act, omission or default of the Resident or the Resident's visitors;
- b. keep all floor coverings, walls, ceilings, windows (including glass), window treatments, doors and all furniture, fixtures and fittings and household equipment in or at the Room, the Apartment and the Common Areas/Facilities in the same condition as they are at the Start Date and as stated in the Property Condition Report;
- c. keep all personal items wholly within the Room, or with consent and subject to the Manager's direction, in the Common Areas/Facilities;
- d. keep all sanitary and water services, electrical and gas installations of the Room and the Apartment in good working order and not tamper with any of them;

- e. keep the Accommodation in a clean and sanitary condition, free from dirt, oil, grease and vermin;
- f. keep garden beds and the grounds within or adjoining the Accommodation free of refuse, debris and kitchen spoils such as fats, oils and cigarette butts;
- g. notify the Manager in writing of any loss, damage or defect at or within the Accommodation as soon as possible and no later than one day after the occurrence of any such loss, damage or defect;
- h. replace or, at the Manager's election, pay for all loss or damage to the Accommodation that is caused or contributed to by any act, omission or default of the Resident or the Resident's visitors;
- i. provide all assistance, as requested by the Manager in relation to any insurance claim in relation to the Accommodation or made as a result of the Manager exerting its rights under this agreement;
- j. permit the Manager to enter and inspect the Accommodation pursuant to clause 10;
- k. indemnify the Manager against any loss, liability, costs or expenses incurred or suffered by the Manager, arising from or in connection with any damage to the Accommodation or any loss of or damage to anything in or near the Accommodation, caused or contributed to by the Resident's act, negligence or default, or some danger created by the Resident;
- l. remove any obstruction referred to in clause 8(k) and if the Resident does not or is not capable of immediately removing the obstruction, allow the Manager to remove the obstruction at the Resident's cost without the Manager being responsible to the Resident for any loss or damage which may result during removal of the obstruction;
- m. notify the Manager immediately if the Resident's student status changes or if the Resident withdraws from or suspends their course of study, despite the Term and any Residence Fee paid in advance; and
- n. give immediate notice to the Manager of any infectious illness occurring in the Room. If required, the Manager will arrange for fumigation and cleaning of the Room and the Apartment, which may be at the Resident's cost, if demanded by the Manager.

## 8. Prohibitions

The Resident must not, during the Term:

- a. do or permit to be done anything at or within, or bring to or keep anything at or within the Accommodation which may knowingly impact the conditions of, or increase the usual premium of, the Manager's insurance policy for the Accommodation;
- b. do anything in or about the Accommodation which in the Manager's reasonable absolute opinion is noxious, offensive, audibly or visually a nuisance or which interferes with the orderly operation of the Accommodation, including without limitation, consuming alcohol, using illegal substances or smoking (including vaping and e-cigarettes) in the Accommodation or being in the Accommodation while intoxicated;
- c. interfere with, obstruct access to or overload the services supplied to the Accommodation or otherwise carry out works which interfere with the services;
- d. without prior approval from the Manager, use any method of heating, cooling or lighting in the Accommodation other than those provided by the Manager;
- e. use the facilities in or about the Accommodation for any purpose other than that for which they were intended;

- f. place anything in the toilets, basins, sinks or drains which they were not designed to receive;
- g. make alterations or additions to the Accommodation, or drive any nails or screws into or deface, or make holes in or otherwise interfere with the walls, ceilings, floors or woodwork of and in the Accommodation;
- h. keep any live animal, bird or pet at the Accommodation or encourage any wild or stray animals, birds or pets animals to reside within, or visit the Accommodation;
- i. change any lock to the Accommodation or part with possession of any key/card(s) to the Accommodation;
- j. affix any signs or posters to the interior or exterior of the Accommodation;
- k. obstruct or permit to be obstructed any part of the Common Areas/Facilities, including by any meeting of persons;
- l. wedge or otherwise force open the doors to and from the Common Areas/Facilities or the Building including without limitation perimeter doors and fires doors to and within the Building;
- m. do any act which, in the Manager's reasonable opinion, threatens the safety or wellbeing or harasses any other occupier(s) or visitor(s) of the Building or the Common Areas/Facilities, whether verbally or in writing, or which affects the quiet use and enjoyment of the Accommodation by others;
- n. engage in behaviour that does not respect the rights, attitudes and beliefs of other persons;
- o. continue to occupy the Room on a change of the Resident's student status or if the Resident withdraws from or suspends the Resident's course of study during the Term; and
- p. use any equipment which will or is reasonably likely to overload the cables, switchboard or sub-boards through which electricity is conveyed to the Accommodation.

#### **9. Exclusion of liability**

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

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

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

The Manager and/or its authorised representatives and contractors may hold a key/card to access the Room and the Apartment and may enter or provide entry to the Room and/or the Apartment:

- a. immediately without notice to the Resident if, in the Manager's reasonable opinion, there is an emergency, which includes to protect the health or welfare of any person;

- b. without notice to the Resident, at a reasonable time during the day:
  - (i) to maintain, clean or repair the Room and/or the Apartment;
  - (ii) to maintain, repair or alter the services; and/or
  - (iii) to investigate any allegation of a breach by the Resident;
- c. with reasonable prior notice to the Resident, at a reasonable time during the day:
  - (i) to inspect the Room, the Apartment and/or any vacant rooms within the Apartment; and/or
  - (ii) to show the Room, the Apartment and/or any vacant rooms within the Apartment to prospective residents and/or their representatives.

#### 11. Property Condition Report

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

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

- a. The Resident is in breach of this agreement if:
  - (i) the Resident's student status changes;
  - (ii) the Resident withdraws from or suspends the Resident's course of study during the Term; or
  - (iii) the Resident breaches any rule set out in the Resident Handbook, the University By-Laws or any other statutes, rules, orders, policies and procedures of the University as published and/or available on the University's website.
- b. If the Resident breaches this agreement, the Manager will give the Resident notice of the breach (**Breach Notice**). If the breach is capable of remedy, the Breach Notice will include a reasonable opportunity for the Resident to remedy the breach.
- c. At the expiry of any reasonable opportunity to remedy the breach contained in the Breach Notice or [immediately/within [x] days/on reasonable notice] if the breach detailed in the Breach Notice is not capable of remedy, the Manager may terminate this agreement by entering the Room and re-taking possession of the Room.

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

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

- a. the Resident must peaceably and quietly deliver to the Manager vacant possession of the Room and each and every part of the Manager's property in it;
- b. any right the Manager may have against the Resident at law will not be compromised or prejudiced and the Manager may pursue the Resident for any loss or damage suffered,



including unpaid Resident Charges; and

- c. the Resident will indemnify the Manager for any liability or loss arising from, and any costs, charges and expenses incurred in connection with, any breach of this agreement by the Resident and any re-entry or termination of this agreement by the Manager resulting from the breach.

#### 14. Early Termination by the Resident

- a. The Resident may request early termination of this agreement by submitting a written request for early termination with a minimum of two week's notice.
- b. The Resident must continue to pay the Residence Fee until the early termination date agreed by the Manager (**Early Termination Date**) and notified to the Resident (**Early Termination Notice**).
- c. On receipt of the Early Termination Notice and before vacating, the Resident must pay:
  - (i) an early termination fee equivalent to an additional 6 weeks of the Residence Fee (**Early Termination Fee**); and
  - (ii) all outstanding Residence Fee and Resident Charges for the period up to and including the date on which the Resident vacates the Room.
- d. The Early Termination Fee, any outstanding Residence Fee or Residence Charges cannot be deducted from the Security Deposit unless agreed in writing with the Manager.
- e. If the Resident vacates on the Early Termination Date and the Resident has paid the Early Termination Fee, the Manager will refund a proportionate amount of that Early Termination Fee if a replacement resident is found within 6 weeks of the Early Termination Date.
- f. If the Resident does not vacate on the Early Termination Date, this agreement will continue on its existing terms and conditions and will not terminate.
- g. Despite clause 3(b), if the Resident complies with all its obligations under this clause 14 and under clause 17, following termination (where agreed by the Manager under this clause 14) the Manager will refund to the Resident the balance of any Residence Fee paid in advance to the Manager.
- h. Early termination of this agreement does not affect any claim that the Manager has against the Resident in respect of any unremedied breach of this agreement arising before termination.

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

- a. The Manager may, at the Manager's discretion, agree to early termination of this agreement if the Resident:
  - (i) provides the Manager with as much prior notice as practically possible of the Resident's request for early termination due to exceptional extenuating circumstances (**Exceptional Request**); and
  - (ii) provides supporting documentation to verify the Exceptional Request as reasonably requested by the Manager.
- b. If the Manager notifies the Resident in writing that the Manager agrees to early termination of this agreement following an Exceptional Request (**Exceptional Early Termination Notice**) termination will be subject to the Resident:
  - (i) vacating the Room within 10 days (or any longer period reasonably required in the

- circumstances for the Resident to vacate the Room) (**Exceptional Termination Date**); and
- (ii) paying to the Manager before vacating:
    - (I) a termination fee equivalent to an additional 4 weeks of the Residence Fee (**Exceptional Early Termination Fee**); and
    - (II) all outstanding Residence Fee and Resident Charges for the period up to and including the date on which the Resident vacates the Room.
  - c. The Exceptional Early Termination Fee, any outstanding Residence Fee or Residence Charges cannot be deducted from the Security Deposit unless agreed in writing with the Manager.
  - d. If the Resident vacates on the Exceptional Early Termination Date and the Resident has paid the Exceptional Early Termination Fee, the Manager will refund a proportionate amount of that Exceptional Early Termination Fee if a replacement resident is found within 4 weeks of the Exceptional Early Termination Date.
  - e. If the Resident does not vacate on the Exceptional Early Termination Date, this agreement will continue on its existing terms and conditions and will not terminate.
  - f. Despite clause 3(b), if the Resident complies with all its obligations under this clause 15 and under clause 17, following termination (where agreed by the Manager under this clause 15) the Manager will refund to the Resident the balance of any Residence Fee paid in advance to the Manager.
  - g. Early termination of this agreement does not affect any claim that the Manager has against the Resident in respect of any unremedied breach of this agreement arising prior to termination.

#### **16. Termination due to damage or destruction**

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

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

#### **17. Termination & yielding up**

On the expiry or sooner determination of the Term:

- a. the Resident must vacate the Room and peaceably and quietly deliver to the Manager vacant possession of the Room and each and every part of the Manager's property in it;
- b. the Resident must remove all of the Resident's property from the Accommodation, leaving the Accommodation in the same condition as set out in the Property Condition Report (except for fair wear and tear as explained in more detail in Attachment 1 under "Miscellaneous Fees and Charges | Repairs Maintenance and Cleanliness");
- c. the Manager may treat any Resident's property not removed as abandoned and deal with that property in any manner the Manager sees fit;
- d. the Resident indemnifies the Manager against any loss, liability, costs or expenses incurred

- or suffered by the Manager, arising from the Manager acting under this clause 17, or damage caused to the Accommodation by the removal of the Resident's property;
- e. the Resident must promptly return to the Manager all keys/access cards to the Accommodation;
  - f. the Resident must pay the charges for the professional cleaning, by contractors appointed by the Manager, of the Room including the carpet in the Room and if the Room forms part of an Apartment, the charges payable by the Resident will also include a proportion of the charges payable for the professional cleaning of the common areas and facilities in the Apartment as the Manager reasonably calculates; and
  - g. the Resident must dispose of all rubbish from the Room and the Resident's rubbish from the Apartment appropriately and hygienically at the end of the Term.

## 18. Re-location

- a. The Resident acknowledges and agrees that the Manager may at any time during the Term:
  - (i) on giving 7 days' written notice to the Resident, offer the Resident to relocate to permanent alternative accommodation within the University;
  - (ii) if at the Start Date or during the Term, the Room is not available for use as accommodation, offer the Resident to relocate to temporary alternative accommodation either within the University or off campus; or
  - (iii) if the Manager determines that a fire, critical incident or emergency has occurred, or that the Room is not suitable for occupation, offer the Resident to relocate to temporary alternative accommodation either within the University or off campus.
- b. If the Resident chooses to accept the offer for the alternative accommodation the Resident must continue to pay a 'residence fee' for the alternative accommodation at the following rates:
  - (i) in relation to permanent alternative accommodation at that usual rate of that permanent alternative accommodation; and
  - (ii) in relation to temporary alternative accommodation, either:
    - I. determined by this agreement if the usual rate for the alternative accommodation is either the same or greater than the rate determined by this agreement; or
    - II. at the usual rate of the alternative accommodation if that rate is lower than the rate determined by this agreement. If the Residence Fee has been paid in full in advance and the usual rate of the alternative accommodation is less than the rate determined by this agreement, the Manager will undertake a reconciliation and reimburse the Resident the relevant amount.
- c. If the Resident chooses to be relocated to permanent alternative accommodation, the Resident must on expiry of the 7-day notice period, peaceably and quietly deliver to the Manager vacant possession of the Room in accordance with the provisions set out in clause 17 and must enter into a new accommodation agreement with the Manager in relation to the relocated accommodation.
- d. If the Resident chooses to be relocated to temporary alternative accommodation, the Resident will occupy that accommodation on the terms of this agreement (to the extent applicable) and must comply with all reasonable directions of the Manager in relation to the relocation process.
- e. If the Resident does not within 2 days (except in the case of an emergency as

contemplated by clause 18(a)(iii) in which case the time will be determined by the Manager acting reasonably) accept the Manager's offer for alternative accommodation as set out in this clause 18, this agreement will be at an end and the Resident must promptly vacate the Accommodation in accordance with clause 17 and relevant clauses in this agreement.

## **19. Privacy**

- a. Information about the Resident which may be collected by the Manager will include any information provided in accordance with this agreement or that is provided during the Term of this agreement, including access to the Resident's grades. If the Resident does not provide this information, the Manager may not be able to grant the Resident this agreement or continue to provide services to the Resident under this agreement.
- b. The Resident acknowledges and agrees that the University may share personal information of the Resident (including but not limited to student status, academic performance, grades and results, and University disciplinary matters) with the Head of College/Manager, which it considers reasonably necessary to provide health and wellbeing support or academic and pastoral support to the Resident.
- c. The Manager may share personal information with the University or any other person if the Manager believes this is necessary to provide support where the Resident's health or wellbeing is in question.
- d. If the Resident wishes to request access to any personal information which the Manager holds about the Resident as a result of information collection practices pursuant to this agreement, the Resident may contact the Manager. If the Resident does request information the Resident must provide complete details about the particular information sought, in order to assist in the retrieval of that information. An access fee may be charged by the Manager to cover the costs of providing the information.
- e. The Resident acknowledges that the Manager, its contractors and other project affiliated entities and their staff may use the Resident's personal information for the purposes of providing accommodation and services to the Resident under this agreement and for any purposes set out in the Resident Handbook. The Manager reserves the right to access and use photographic and video images of the Resident.

## **20. Acknowledgements**

- a. The Resident acknowledges and agrees that the Resident has read the Resident Handbook provided and agrees to comply with the regulations set out in it as approved or amended by the Manager from time to time and notified to the Resident in writing.
- b. The Resident acknowledges and agrees that the Resident has reviewed and agrees to comply with and uphold the statutes, rules, orders, policies and procedures of the University as published and available on the University's website.
- c. The Resident agrees to abide by the reasonable directions given by any employee or associate of the Manager in relation to the Accommodation.
- d. 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 Manager as to the suitability of the Room, the Apartment or the services for the needs of a particular Resident.
- e. This agreement is governed by the laws of Western Australia and the parties submit to the exclusive jurisdiction of the courts of Western Australia.

**21. Notices**

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

SAMPLE

## **Attachment 1 - Resident Charges**

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

### ***Confirming Fees and Charges- Academic Year***

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

- **Administration Fee** – \$[140] per room payable when securing the booking and is non-refundable.
- **Activity Fee** – \$[354] per person who is a Resident, paid prior to the Start Date of an Academic Year contract.
- **Facilities Fee** – \$[153] per person who is a Resident, paid prior to the Start Date of an Academic Year contract.
- **Departure Fee** – \$[150] per room paid prior to the Start Date (unless the Resident occupied the Room immediately prior to the Start Date).
- **\*Premium Room Departure Fee** – \$[175] per room paid prior to the Start Date (unless the resident occupied the room immediately prior to the Start Date). \*Applies to Premium Studio and One Bedroom Apartment room types.
- **College Orientation Fee** – \$[118] per person who is a Resident, paid prior to the Start Date.
- **Upfront Fee** – \$[830] per person who is a Resident paid prior to the Start Date.
- **Security Deposit** – a held amount per room equal to 4 weeks of the Residence Fee paid in accordance with Clause 4, if applicable.

### ***Confirming Fees and Charges- Per Semester***

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

- **Administration Fee** – \$[140] per room payable when securing the booking and is non-refundable.
- **Activity Fee** – \$[177] per person who is a Resident, paid prior to the Start Date of an Semester contract.
- **Facilities Fee** – \$[78] per person who is a Resident, paid prior to the Start Date of an Semester contract.
- **Departure Fee** – \$[150] per room paid prior to the Start Date (unless the Resident occupied the Room immediately prior to the Start Date).
- **\*Premium Room Departure Fee** – \$[175] per room paid prior to the Start Date (unless the resident occupied the room immediately prior to the Start Date). \*Applies to Premium Studio and One Bedroom Apartment room types.
- **College Orientation Fee** – \$[118] per person who is a Resident, paid prior to the Start Date.
- **Upfront Fee** – \$[830] per person who is a Resident paid prior to the Start Date.
- **Security Deposit** – a held amount per room equal to 4 weeks of the Residence Fee paid in accordance with Clause 4, if applicable.

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

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

- **Room Move Fee** – a charge of \$150 plus an additional Departure Fee of \$150 or Premium Room Departure Fee of \$175 (as applicable to the Room being vacated) will apply on each occasion that the Resident requests and is granted a move from one Room to another within the University campus.
- **Repairs, Maintenance and Cleanliness** – The Resident is liable for any damage or loss caused by negligence or misuse of the Room as set out in this agreement and the Resident and will be charged for labour, any associated costs of repairs, special cleaning and rubbish removal. The tenant will not be liable for fair wear and tear which is deterioration that occurs over time with the use of the premises even when the premises receive reasonable care and maintenance. Some examples of the difference between fair wear and tear and damage are:

Fair wear and tear (Resident not liable)	Damage (Resident liable)
Faded curtains or frayed cords.	Missing, stained or torn curtains
Carpet worn from frequent use.	Dirt, grease or other stains on the floor covering.
Worn out locks, hinges or handles on doors or windows.	Holes torn in flyscreens or locks, hinges or handles broken from inappropriate force
Paint that flakes off because it's old or incorrectly applied	Damage to walls or paint from installing picture hooks or shelves or from hanging anything on the walls.

- **Car parking** – a limited number of dedicated resident parking is available subject to availability and at the College's discretion. Permits can be purchased for a charge at the Resident's cost and payable to the University.
- **Lockout Fee** – a charge of \$30 is payable if the Resident locks themselves out of the Building, the Apartment or the Room after 10:00pm and before the St Catherine's College reception desk reopens the following morning.
- **Replacement Swipe Card** – a charge of \$55 is payable to replace the swipe card provided to the Resident if it is lost or misplaced.
- **Laundry Fee** - \$5 per cycle washing machine and \$5 per cycle dryer.
- **Direct Debit Decline Fee** – a charge of \$10 is payable if your direct debit declines.
- **Fire Alarm Activation Fee** – a charge of \$1337 is applied to any resident/s or guest of resident/s who activates the fire alarm for any reason. If any equipment is damaged during the activation this could also result in additional costs charged to the student as per the student damage policy.
- **Early Termination Fee** – 6 weeks of the Residence Fee as set out in clause 14.
- **Exceptional Early Termination Fee** - 4 weeks of the Residence Fee as set out in clause 15.
- **Additional Meal Packages** – Residents who are not provided 21 meals per week within their Resident Fee can elect to increase the number of meals supplied on a weekly basis, subject to availability and a charge of \$85 per week for an additional 7 meals per week or \$170 per week for an additional 14 meals per week (applicable only to Studio room types in St Catherine's College).
- **Pay As You Go Meals:** \$22 payable at dining hall door for residents and guests.
- **Gown Hire** – a deposit amount of \$110 is required for gown hire provided to the Resident for use within St Catherine's College, and \$50 will be returned to the Resident at the end of this agreement provided the gown is returned and in good condition.
- **Noise Disruption** - \$50 per person [unreasonable noise after 8pm].
- **Smoking** - \$100 for smoking on premises and outside on college campus [Smoke-Free Curtin Campus].

- **Excess Cleaning** - \$200 [additional cleaning required to private or public areas caused by residents or their guests].
- **Guest Fee** - \$150 per night in excess of the three free consecutive days at a time per semester
- **Unauthorised Guest Fee** - \$150 per night [additional, overnight guests]
- **Late Cancellation Fee** - \$50 [ residents who book a meal or event but who don't cancel by the advertised deadline (per event basis)].
- **Rubbish Removal** - \$50 [excess rubbish removal per bag/item during or at end of contract period].
- **Tenancy Clean** – \$11 to \$50 per clean depending on duration and areas to be cleaned. Optional service for students to request additional cleaning of room in addition to the once weekly cleaning included within the Residence Fee \$11 to \$50 per clean depending on duration and areas to be cleaned.
- **Hanging Washing on Balcony** - \$50 per offence for hanging washing on balcony
- **Late Check-in Fee** - \$150 charged to a student's account when checking in between 10pm and 8am.
- **Taking food and crockery from the dining hall** - \$25 per offence for taking and/or crockery from the dining hall
- **Annual Gala Ticket** – \$185 optional for all years. Premium off-site gala event including food, beverages and entertainment. \*Price may vary depending on venue, etc



**Executed as an agreement:**

*If Resident under 18 years old – guarantor required:*

<b>Name of Guarantor</b>	
<b>Address of Guarantor</b>	
<b>Telephone No of Guarantor</b>	

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

Signature (Guarantor)

\_\_\_\_\_

Date

\_\_\_\_\_

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

Signature (Resident/s)

\_\_\_\_\_

Date

\_\_\_\_\_

Signature (Manager)

\_\_\_\_\_  
*Authorised Person of St Catherine’s College Inc (ABN 33 871 420 832) as agent for Curtin University*

Date

\_\_\_\_\_