

Residential Agreement

Date THIS AGREEMENT is made on Wednesday, 29 October 2025

Parties

1. James Cook University; (*JCU*)
2. {{Name_First}} {{Name_Last}}; (the *Resident*)

Building Owner	James Cook University JCU Halls of Residence 1 James Cook Drive, Douglas, QLD 4811
Building	{{Room_Location_Description}}
The Manager	UniLodge Australia Pty Ltd (<i>UniLodge</i>)
Supporting Documents	Resident Handbook forms part of this Residential Agreement JCU's Resident Code of Conduct (refer to clause 3.5(b))
Room Type	{{Room_Type_Description}}
Room / Room Number	{{Room_Space_Description}}
Agreement Start Date	{{Contract_Date_Start}}
Agreement End Date	{{Contract_Date_End}}
Weekly Residential Fee	{{Room_Rate_Amount}}
University Student ID Number	{{Student_ID_Number}}
Emergency Contact # 1	Name: Phone number:
Emergency Contact #2	Name: Phone number:

Residential Agreement

Table of Contents

1.	Residential Agreement	3
2.	The Manager's Obligations	3
3.	The Resident's Obligations	3
4.	Termination by Resident	7
5.	The Manager's Rights	8
6.	Resident's Rights	8
7.	Not Used	8
8.	Default	8
9.	Academic Requirements	10
10.	Privacy	11
11.	Indemnity	12
12.	Exclusion of Liability	13
13.	Acknowledgment	13
14.	Holding Over	13
15.	Medical Treatment	14
16.	Miscellaneous	14
17.	Dispute resolution	16
18.	Image Consent	17
	Executed <i>(to be signed)</i>	18
	Definitions	19
	Fee Schedule	20

The Parties agree as follows:

1. Residential Agreement

- 1.1** This is not a Residential Tenancy Agreement for the purpose of the Residential Tenancies and Rooming Accommodation Act 2008 (QLD). While this arrangement operates within similar rules and regulations of the Residential Tenancy Authority (RTA), this Residential Agreement is exempt from the RTA given its affiliation with an educational institute.
- 1.2** JCU owns the Building which houses the accommodation.
- 1.3** JCU has appointed UniLodge Australia Pty Ltd (UniLodge) as The Manager of the Building, to manage the accommodation on JCU's behalf.
- 1.4** The Resident agrees to comply with all reasonable and lawful directions of both JCU and UniLodge as set out within this Residential Agreement.

2. The Manager's Obligations

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

- (a) occupy the Room Number as shown in the summary above;
- (b) have the use of the fixtures, fittings and furnishings in the Room; and
- (c) have access to the services provided under the terms of this Residential Agreement by the Manager (the *Services*).

3. The Resident's Obligations

3.1 General

- (a) The Resident shall pay:
 - (i) prior to the Resident being provided access to the Allocated Room, the Application Fee, the Administration Fee, the Facilities Fee, the Residential Life Fee and the Damages Fund Contribution;
 - (ii) from the Commencement Date and on every agreed instalment date thereafter always in advance, the Residential Fee;
 - (iii) on every agreed instalment date, those Sundry Charges which are separately incurred by and charged to the Resident in the period leading up to that date.
- (b) The Resident hereby agrees that any rights which the Resident may be granted pursuant to this Residential Agreement are always and shall remain always subject to the exclusive right of the Manager to have possession and control over the Room, in accordance with this Residential Agreement. The Resident hereby agrees that, subject to the Resident's rights in Clause 6, the Manager may exercise unrestricted control over, access to and use of the Room at all times during

the term of the Residential Agreement. The Resident also acknowledges that the Manager from time to time, may in its absolute discretion, but acting reasonably, determine that a different Room within the buildings be allocated to the Resident, and if so that different Room becomes the new Room for the purposes of the Residential Agreement contract period and the Residential Agreement will be automatically varied as necessary.

- (c) The Resident agrees that he/she is not allowed to arrange substitute occupants. Residents are not allowed to pass on their Residential Agreement to a friend or another person.
- (d) In addition to the Resident's obligations as set out in this Residential Agreement, the Resident agrees as follows:
 - (i) To use the Room (or share the Room as the case may be) as the Resident's private residence and not do anything or allow anything to happen in the Room or in the Building to the annoyance or nuisance of the Manager or any other resident or person occupying an Room or part of the Building.
 - (ii) Not, without the prior written consent of the Manager, to make any alterations or additions to the Room or improvements thereto nor to remove any fixture, fitting or piece of equipment of any nature whatsoever.
 - (iii) Not to assign, sub-let, transfer, convey or in any way deal with the rights created under the terms of this Residential Agreement and at all times retain control and occupation of the Room and the improvements thereon.
 - (iv) To use the Building's services including the mechanical services of the Room or Building only for the purposes for which they are constructed and shall not, and ensure people for whom the Resident invites to the Building or is responsible for shall not, do, permit or suffer to be done any act or thing which might affect or damage same and any damage thereto caused by misuse shall be made good by the Resident or at the Resident's cost.
 - (v) Shall not obstruct any of the public areas of the Building or any part thereof.
 - (vi) 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.
 - (vii) Shall comply in every respect with all lawful notices and directions given to the Resident by the Manager or its authorised representative.
 - (viii) Give immediate notice to the Manager of any infectious illness occurring in the Room and shall, if required by the Manager, thoroughly fumigate and disinfect the Room to the satisfaction of the Manager and any health authorities having jurisdiction with respect to same.
 - (ix) To comply with the rules and regulations made by the Manager in accordance with the Resident Handbook.
 - (x) To complete all compulsory training including online and face to face training.
 - (xi) To ensure that at the Commencement Date the parties shall each complete and sign a condition report and a copy shall be retained by each party.

- (e) To assist the Manager with future room allocations, the Resident acknowledges that they must provide the Manager with not less than 28 days written notice regarding their intention to sign a new Residential Agreement at the end of the fixed term of the Residential Agreement. If the Resident wishes to sign a new Residential Agreement, this must be executed no later than 28 days prior to the end of the fixed period of the existing Residential Agreement.

3.2 Cleanliness and Damage to the Premises

- (a) The Resident must allow for fortnightly mandatory room cleaning. One room clean is allowed to be missed by formal request to the Manager through the JCU portal.
- (b) The Resident will keep the Room in good order and condition as at the Commencement Date, excluding fair wear and tear.
- (c) The Resident must not permit any accumulation in the Room of waste materials, food scraps or anything else that might attract vermin or cause a health or fire hazard. Where the Resident fails to comply with its cleaning obligations under this Residential Agreement then the Manager may arrange a cleaning contractor to enter the Room and restore it to a clean and tidy condition. The Resident will pay the cleaning costs at rate as per the Fee Schedule.
- (d) The Resident must take reasonable care to avoid damaging the Room and any common areas. Cleaners may be engaged to clean common areas but residents have obligations to ensure they leave common areas clean and clear of mess and rubbish.
- (e) The Resident must give notice to the Manager of any damage to the Room as soon practicable.

3.3 Personal Property Insurance

- (a) The Resident will, at the Resident's discretion, take out personal property insurance to cover all of the Resident's own property which is held in the Building by the Resident, and the Resident acknowledges that failure to do so will not in any way be cause for the Building Owner to compensate the Resident.

3.4 Behaviour

- (a) During the Term, the Resident agrees not to engage in unacceptable behaviour (whether on a JCU campus or otherwise) that would reasonably create a real or perceived risk of harm or disturbance to another person or property, that includes, but is not limited to:
 - (i) intentionally causing injury or harm to another person;
 - (ii) real or perceived violence or threat of violence;
 - (iii) causing damage to the property of the Manager or personal property contained in the Building;
 - (iv) all staff, students, members of JCU council, affiliates, visitors, tenants, controlled entities, volunteers and contractors who come on to a JCU campus will need to adhere to the JCU Smoke-free Campus Policy. Smoking in any place in the immediate vicinity of, or within the premises. More information can be found here:

<https://www.jcu.edu.au/work-health-and-safety/smoke-free-campus>

- (v) producing excessive or loud noise;
 - (vi) behaviour demonstrating a lack of respect for the rights, attitudes and beliefs of other persons;
 - (vii) behaving in an offensive or threatening manner; or
 - (viii) threatening the safety
 - (ix) or well-being or harassing another person.
- (b) Having regard to the behaviours listed in clause 3.4(a), if the Resident's behaviour is, in the reasonable opinion of the Manager, deemed unacceptable, the Manager may take such action as reasonably deemed necessary, including:
- (i) termination of this Residential Agreement in accordance with Clause 8;
 - (ii) removal from the Building;
 - (iii) probation;
 - (iv) fines in accordance with the Resident Handbook;
 - (v) apology; and
 - (vi) referring the conduct to JCU for consideration as a Student Conduct or Residents Code of Conduct matter.

3.5 Resident Handbook, Statutes, Rules, Orders, Policies, Procedures and Directions

- (a) The Resident acknowledges that they have read the Resident Handbook provided, which forms a part of this Residential Agreement, 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 they will comply with the [JCU Resident Code of Conduct](#).
- (c) Where there is any conflict between a direction, policy or procedure of the Manager or a direction, policy or procedure of JCU then JCU's direction, policy or procedure will prevail.
- (d) The Resident agrees to abide by the reasonable directions given by an employee of the Manager, their staff, or JCU staff.

3.6 Self-Catering

- (a) This clause applies to Residents who occupy residences with self-catering.
- (b) The Resident must use the allocated kitchen in residence in accordance with the rules and regulations for use set out in the Resident Code of Conduct.

3.7 Medical Disclosure

- (a) The Resident warrants that he or she;
 - (i) has disclosed to UniLodge all previous and current medical conditions, disabilities, allergies, and/or any special needs that the Resident will require during his or her day to day living, prior to and including the date of this Residential Agreement; and

- (ii) will disclose to UniLodge all medical conditions, disabilities, allergies and any special needs that arise, are contracted or inflicted, or are likely to develop, by the Resident during the Term of this Residential Agreement.

3.8 Emergency Contact Disclosure

- (a) Unless the Manager agrees otherwise in writing:
 - (i) the Resident must provide the names and contact details of suitable persons who consent to being the Resident's Emergency Contact; and
 - (ii) despite clause 2, the Resident does not have the right to use and occupy the Allocated Room until Emergency Contact details and consent have been provided.
- (b) The Resident consents to the Manager contacting an Emergency Contact nominated by the Resident and discussing the Residential Agreement and any aspect of it (including any breach of the Residential Agreement or Resident Handbook) with those persons.
- (c) Clause 3.8(a) does not oblige the Manager to contact an Emergency Contact.

4. Termination by Resident

- (a) The Resident agrees to give the Manager 28 days written notice if they intend to break their Residential Agreement before the Termination Date.
- (b) The Resident acknowledges that if this Residential Agreement is terminated by the Resident prior to the completion of the Residential Agreement period, the Resident will remain liable to pay the Residential Fee for the remainder of the Residential Agreement period unless another resident is found to occupy the Room and commences residency. The Resident and the Manager will make all reasonable endeavours to locate another resident that is acceptable to the Manager.
- (c) If the Resident terminates the Residential Agreement in accordance with clause 4(a) then the Resident agrees to pay the Residential Fee and any other money owing pursuant to this Residential Agreement until the earlier of:
 - i. the last day of the period of residence specified in the Residential Agreement; or
 - ii. the date on which JCU enters into a replacement Residential Agreement with another resident.
- (d) If the Residential Agreement is terminated under this clause 4, the Resident may submit a written request to the Manager for an exemption or a partial exemption from on-going payment of the Residential Fee and Sundry Charges by:
 - i. The request for exemption must provide evidence of Extenuating Circumstances which necessitate the early termination of this Agreement.
 - ii. The request for an exemption must be made in writing to the Manager within 7 days of the formal notification of Agreement termination.
 - iii. The Manager may, at his or her discretion approve or reject any such request. A request may be approved subject to conditions imposed by the Manager.

5. The Manager's Rights

Without limiting in any way Clause 3.1:

- (a) The Manager 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 Manager may enter the Room without notice if that person reasonably believes that there is an urgent need for them to do so.
- (b) The Manager shall at all reasonable times have the right to enter with tradespeople and all necessary equipment upon giving the Resident reasonable notice for the purposes of carrying out any work which the Manager may be bound to carry out or otherwise may deem desirable provided that in so doing, the Manager shall endeavour to cause as little inconvenience to the Resident as is practicable.
- (c) 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 Manager.
- (d) The Manager 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 drugs or alcohol or the consumption thereof within the Room or the Building.
- (e) The Manager has the right to enter without notice in case of emergency or in the reasonable opinion of the Manager that the health, safety or welfare of the Resident or another student of JCU requires it.
- (f) The Manager has the right to enter without notice when, in the reasonable opinion of the Manager there is a risk of imminent or further damage to the property.
- (g) The Manager has the right to enter without notice in the reasonable opinion of the Manager that there is suspicion of criminal activity and that a breach has or is likely to take place and to exercise any rights it has upon default by the Resident.

6. Resident's Rights

Subject to the compliance by the Resident with the obligations imposed by this Residential Agreement, the Resident shall have the right to:

- (a) Quiet enjoyment of the Room (subject to rights of other residents that may share the Room).
- (b) Occupy or share the Room.
- (c) Use the Services from the Commencement Date until the Termination Date referred to in this Residential Agreement.

7. Not Used

8. Default

- (a) Each of the following constitutes an Event of Default by the Resident:

- (i) The Resident fails to pay an amount due under Clause 3.1 (a) on its due date and such amount remains unpaid for seven days after demands for repayment have been made);
or
 - (ii) The Resident breaches or permits or allows to occur any breach or default in performance and observance of any of the provisions of this Residential Agreement or the rules and regulations set out in the Resident Handbook and such breach or default continues for seven (7) days after the service of a notice on the Resident requiring the Resident to remedy the same subject to Clause 8 (i) and (iv); or
 - (iii) 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
 - (iv) The Resident commits an act which justifies 'immediate eviction' which is outlined in the in the Resident Handbook, Residential Agreement and JCU's Resident Code of Conduct.
- (b) Each of the following constitutes an Event of Default by the Manager or JCU:
 - (i) the Manager or JCU fails to comply with law (to the extent that it relates to the Agreement); or
 - (ii) the Manager or JCU defaults in a material respect on its obligations under this Agreement;
or
 - (ii) the Manager or JCU receives a reasonable request from the Resident to maintain those parts of the Room for which JCU is responsible in accordance with the Repairs and Maintenance Sundry Charge listed in the Fee Schedule, and fails to do so within a reasonable period following the request, having regard to the urgency, nature and extent of the maintenance required; or
 - (iii) the Manager or JCU, or any contractors or other authorised invitees of the Manager or JCU, damages the Room and fails to repair the Room, within a reasonable period.
- (c) If any one or more Events of Default set out in:
 - (i) Clauses 8(a)(i) to (iv) inclusive occurs, it shall constitute and be deemed to be a repudiation of this Residential Agreement by the Resident giving rise to the right of the Manager to cancel the Residential Agreement hereby created 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 Residential Agreement in favour of the Resident shall be determined; or
 - (ii) Clauses 8(b)(i) to (iii) inclusive occurs, it shall constitute and be deemed to be a repudiation of this Residential Agreement by JCU or the Manager (as the case may be), giving rise to the right of the Resident to immediately terminate the Residential Agreement hereby created and the Resident shall not be required to pay the Residential Fee for the remainder of the Residential Agreement period, but will still be liable to pay any other outstanding amounts owed to the Manager or JCU under this Agreement which are incurred prior to termination.
- (d) If any one or more Events of Default set out in Clauses 8(a)(i) to (iv) inclusive occurs, the Manager 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 Manager has or might or otherwise could have had for arrears of the Residential Fee or Sundry Charges or breach of the Residential Agreement or damages of or flowing from such repudiation and its acceptance thereof any determination and forfeiture of this Residential Agreement.

- (e) To the extent the Manager has not already recovered their loss through another provision of this Residential Agreement, the Manager shall be entitled to recover any loss arising from the default of the Resident including any loss or damage the Manager may suffer as a result of the termination of the Residential Agreement prior to the date of termination referred in the schedule the Manager shall be freed and discharged from action, suit, claim or demand by or obligations to the Resident under or virtue of this Residential Agreement.
- (f) Provided that the Manager first gives written notice that the Resident must remove all fixtures, fittings and personal property of the Resident, and gives access and a period not less than 7 days for the Resident to remove them (unless in the Manager's reasonable opinion it is unable to or it would be unsafe to do so), the Manager 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 thereby provided however that the Manager 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 or disposed of, by the Manager and the Manager may deduct from the proceeds the costs of removal, storage, preservation, and insurance (if any) of such fixtures and fittings and arrears of Residential Fee and any other monies owing by the Resident to the Manager pursuant to the terms of this Residential Agreement.
- (g) Any notice required to be served under this Residential Agreement shall be sufficiently served on the Resident if served personally or if delivered to 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 Manager if addressed to the Manager and left or sent to its registered office set out in this Residential Agreement.
- (h) At any time the Resident is in default of this agreement (other than clause 8 (a)(iii)), JCU shall be entitled to place a negative service indicator on the Resident's academic record that will prevent the release of results, academic transcripts and/or the Resident's eligibility to graduate.

9. Academic Requirements

9.1 Academic Requirements

- (a) Unless the Manager determines otherwise, the Resident must be and remain enrolled as a full-time student at JCU at all times during the Residential Agreement contract period.
- (b) The Manager may impose conditions upon and/or revoke a determination under clause 9(a) at any time.

- (c) Where the Resident has not paid monies owing pursuant to this Residential Agreement by their due date, JCU is authorised to withhold the Resident's Academic Results until payment of all outstanding fees and charges, provided that:
 - (i) doing so would not cause undue financial hardship; and
 - (ii) the Resident is given 3 business days to show cause as to why JCU should not withhold their Academic Results, and the Resident fails to show cause to JCU's satisfaction prior to JCU enforcing this right.
- (d) The Resident acknowledges that JCU may not permit students to re-enrol unless all money owing pursuant to this Residential Agreement have been paid.

9.2 Academic Results and Enrolment Status

- (a) The Resident authorises JCU to disclose the Resident's Academic Results and Enrolment Status to the Manager as set out in clause 9.2(b).
- (b) The Academic Results and Enrolment Status:
 - (i) Must not be used by the Manager for any other purposes other than:
 - (A) For ensuring that the Resident is meeting the academic requirements specified in clause 9.1;
 - (B) For considering the provision of assistance to or the pastoral care of the Resident; or
 - (C) For considering an application by the Resident for readmission to the accommodation facility; and
 - (ii) Must be not be disclosed by the Manager to any other person or entity without the prior written consent of the Resident.

10. Privacy

10.1 Information Collected

The information about the Resident which the Manager may collect through this Residential Agreement will include any information provided in accordance with this Residential Agreement or that is provided during the course of the Residential Agreement.

10.2 Use and Disclosure of Information

- (a) The Manager may share personal information with JCU and other affiliated entities and with third parties including any related entity of the Manager, but only for the purposes and to the extent required under this Residential Agreement. The Manager may also share personal information with other service providers including organisations that assist us by providing archival, auditing, consulting, delivery, technology and security services, but only for the purposes and to the extent required under this Residential Agreement.

- (b) The Resident agrees and consents that their personal and academic information may be provided by JCU to the Manager and by the Manager to JCU during the time of this Residential Agreement. The information must not be used by the Manager or other authorised staff member for any purpose other than:
 - (i) For ensuring that the Resident is meeting the academic requirements
 - (ii) For considering the provision of assistance to, pastoral care for the Resident, duty of care of the resident, or
 - (iii) For considering an application by the resident for readmission to the accommodation.
- (c) The Resident consents to the Manager or other person authorised by the Manager making contact with JCU or the Resident's Emergency Contact at any time in circumstances where the Manager reasonably believes the Resident's health or well-being is at risk, and is authorised to disclose relevant and appropriate information of the risk.

10.3 Access to information

If the Resident wishes to request access to any personal information which the Manager holds about the Resident as a result of the Manager information collection practices outlined in this Residential Agreement, please contact the Manager. Please provide as much detail as you can about the particular information you seek, in order to help us retrieve it. An access fee may be charged to cover the Manager's reasonable costs of providing the information to the Resident.

10.4 Use of Personal information

The Resident acknowledges that the Manager may use the Resident's personal information for the purposes of providing accommodation and services to the Resident under this Residential Agreement and for any purposes set out in the Resident Handbook.

11. Indemnity

- (a) The Resident indemnifies the Manager:
 - (i) against any loss, liability, costs or expenses incurred or suffered by the Manager arising from or in connection with any damage to the Room, other areas of the Building, goods or chattels of another person or the Manager caused or contributed by the Resident's act, negligence or default; and
 - (ii) in respect of any liability or loss arising from, and any costs, charges and expenses incurred in connection with, any of breach of default of the terms and conditions of this Residential Agreement by the Resident.
- (b) The Resident's obligation to indemnify the Manager under clause 11(a) will be reduced proportionately to the extent that the Manager's act or omission caused or contributed to the relevant loss, liability, costs or expenses. The Manager must take reasonable steps to mitigate any loss, liability, costs or expenses incurred, including giving notice of the events and circumstances giving rise to the Resident and allowing the Resident a reasonable opportunity to rectify the loss, liability costs or expenses in whole or in part (if possible).

12. Exclusion of Liability

The parties agree that neither party is liable to the other party under this Agreement for any liability or loss resulting from:

- (a) any act or omission of any other resident or person in the Building; or
- (b) any malfunction, breakdown, interruption or failure in relation to the supply of services to the Building or Room,

except where caused or contributed to by an act or omission of the other party.

13. Acknowledgment

- (a) The Resident acknowledges that he or she has received a copy of the Resident Handbook and has been given an opportunity to read through this Agreement and the Resident Handbook and seek independent advice prior to signing this Agreement.
- (b) The Resident acknowledges and agrees that they will comply with the JCU Resident Handbook as it relates to their occupation of the Room including the Resident Code of Conduct found [here](#).
- (c) The Resident acknowledges that he or she is aware of the terms and conditions contained in the Resident Handbook and acknowledges that they are incorporated in this Residential Agreement.
- (d) The Resident acknowledges that the rights created by this Residential Agreement are rights personal to the Resident and do not create any estate or interest in the Room (whether leasehold or otherwise) in favour of the Resident other than the Residential Agreement as specified herein.
- (e) The Resident acknowledges that all the fixtures, fittings and furnishings which exist in the Room prior to the Resident moving into the Room, or which are subsequently included by the Manager are, unless otherwise agreed between the parties, the absolute property of JCU and/or the Manager.
- (f) The Resident acknowledges that at times non-students may occupy vacant rooms within the Building on a short stay arrangement.

14. Holding Over

- (a) This clause applies if the Resident:
 - (i) first uses or occupies the Room prior to the Commencement Date with the consent of the Manager; or
 - (ii) continues to use or occupy the Room after the Agreement End Date with the consent of the Manager,together, the **Holding Over Periods**.
- (b) If the Residents occupies the Room during the Holding Over Periods, then, subject to clause 14(c), the conditions of the Residential Agreement continue to apply during the Holding Over Periods.
- (c) During the Holding Over Periods, the Manager may terminate the Residential Agreement by providing 14 days' notice in writing to the Resident.

15. Medical Treatment

- (a) This clause applies if the Resident, in the reasonable opinion of the Manager, needs medical, nursing, or other treatment or services for any illness or bodily injury (including blood transfusions) ("Treatment").
- (b) If, in the reasonable opinion of the Manager, it is not possible for the Resident to give his or her consent to Treatment at the time at which Treatment is required, then the Resident, by entering into the Residential Agreement:
 - (i) authorises the Manager to provide Treatment or to engage any persons to do so;
 - (ii) consents in advance to Treatment; and
 - (iii) agrees to reimburse the Manager for any expenses reasonably incurred by the Manager in providing or arranging Treatment.
- (c) The Resident consents to the Manager making contact with the Emergency Contact person nominated by the Resident and:
 - (i) notifying that person of the opinion formed by the Manager; and
 - (ii) giving that person details, to the extent that they are known to the Manager, of the Resident's need for Treatment, or of the Treatment being arranged or delivered, as the case may be.

16. Miscellaneous

16.1 Notice to Resident

- (a) Any notice, request, consent or other communication in connection with the Residential Agreement ("Notice") may, in addition to any other method of service authorised by law be served upon the Resident:
 - (i) prior to the Agreement End Date, by being delivered to and left at the Allocated Room; and/or
 - (ii) at any time, by being electronically mailed to the Resident at the email address assigned to the Resident by the Manager; and/or
 - (iii) at any time, by being posted to the Resident at the address given as the Resident's address in the application for accommodation.
- (b) If electronically mailed, the Notice is taken to be received on the first Business Day after sending.
- (c) If it is sent:
 - (i) by regular post, the Notice is taken to be received on the sixth Business Day after posting (or on the tenth Business Day after posting to or from a place outside of Australia;
 - (ii) by priority post, the Notice is taken to be received on the fourth Business Day after posting; and
 - (iii) by express post, the Notice is taken to be received on the next Business Day after posting (provided it was posted before 4:00pm on the Business Day before).

16.2 Mailing List Subscription

- (a) The Resident agrees to have their JCU student email address subscribed to the mailing list of the Manager, for the duration of the Term, for the sole purpose of communicating subject matter relevant to:

- (i) the Resident's well-being; and/or
 - (ii) accommodation or other services or facilities provided by the Manager; and/or
 - (iii) that which is considered newsworthy and relevant to the majority of the student group at the accommodation.
- (b) The Manager will comply with its obligations under privacy legislation when dealing with the Resident's personal information.

16.3 Waiver

- (a) No failure, delay, relaxation or indulgence by a party in exercising any right arising under the Residential Agreement and no custom or practice that exists between the parties operates as a waiver of that right.
- (b) If any rights arise from a breach by a party and these rights are waived, this waiver does not operate as a waiver of rights which arise from any later continuation of that breach or any further breach of the same or any other term.
- (c) This clause 16.3 cannot be waived except in writing.

16.4 Entire Contract and Variations

- (a) The Residential Agreement constitutes the entire agreement between the parties, and supersedes all previous agreements about its subject matter.
- (b) No agreement or understanding varying, extinguishing or extending the Residential Agreement is legally binding unless it is in writing signed by each party or on behalf of a party by a duly authorised representative.

16.5 Proper Law

- (a) The Residential Agreement is governed by the Laws of Queensland.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland and the courts of appeal therefrom.

16.6 Non merger

None of the terms of the Residential Agreement nor any act, matter or thing done under the Residential Agreement operates as a merger of any of the rights and remedies of the parties under the Residential Agreement. Those rights and remedies continue in full force and effect until the rights and obligations of the parties under the Residential Agreement have been fully satisfied and performed.

16.7 Set-Off

The Resident authorises the Manager to set-off any monies payable to the Manager by the Resident on any account, under this Residential Agreement, against any monies payable by the Manager to the Resident on any account, under this Residential Agreement.

16.8 Severance

Any provision of the Residential Agreement which is illegal, void or unenforceable is ineffective to the extent only of such illegality, voidness or unenforceability without invalidating any of the remaining provisions of the Residential Agreement.

16.9 Costs

Each party will bear its own costs arising out of the negotiation, preparation and execution of the Residential Agreement.

16.10 Preservation of Rights

Termination of the Residential Agreement for any reason must not extinguish or otherwise affect any rights of either party against the other which:

- (a) accrued prior to the time of termination; or
- (b) otherwise relate to or may arise at any future time from any breach or non-observance of obligations under the Residential Agreement which arose prior to the time of termination.

17. Dispute resolution

17.1 Subject to clause 17.3 the parties agree not to commence any legal proceedings in respect of any dispute arising under the Residential Agreement, which has not been resolved by informal discussion, until the procedure provided by this clause has been followed.

17.2 The parties agree that any dispute arising during the course of the Residential Agreement will be dealt with as follows:

- (a) the party claiming that there is a dispute will send the other a written notice setting out the nature of the dispute;
- (b) the parties will try to resolve the dispute through direct negotiation by persons who they have given authority to resolve the dispute;
- (c) the parties have ten (10) Business Days from the receipt of the notice to reach a resolution or to agree that the dispute is to be submitted to mediation or some alternative dispute resolution procedure; and
- (d) if:
 - (i) there is no resolution of the dispute;
 - (ii) there is no agreement on submission of the dispute to mediation or some alternative dispute resolution procedure; or
 - (iii) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution with fifteen (15) Business Days of the submission, or such extended time as the parties may agree in writing before the expiration of the fifteen (15) Business Days, then, either party may commence legal proceedings.

17.3 This clause does not apply to circumstances where either party commences legal proceedings for urgent interlocutory relief.

17.4 Despite the existence of a dispute, both parties must (unless requested in writing by the other party not to do so) continue to perform obligations under the Residential Agreement.

17.5 The operation of this clause 17 survives the expiration or earlier termination of the Residential Agreement.

18. Image Consent

- 18.1** The Resident provides consent to The Manager and James Cook University, to use and/or retain an image and/or recording that is taken of the Resident for advertising and company purposes. This may include, but is not limited to, photographs/videos taken for: Community Spirit Program Events and events, or occurrences inside and outside of the Building related to residential life.
- 18.2** The Resident understands that these images and/or recordings may be used in advertising and/or posts on social media platforms which may include, but is not limited to, Facebook, Instagram, Twitter and LinkedIn.
- 18.3** In the event that the Resident does not wish for his/her images and/or recordings to be used, the Resident must formally write to The Manager revoking his/her consent.

EXECUTED

Signed by the Resident:

Resident Signature

{{Name_First}} {{Name_Last}}

Print Name

Date

Signed by Parent/Guardian (for individuals under 18 years of age):

I, _____, am the legal guardian of

_____, and I agree to the terms of this agreement in respect
the above named person.

Parent/Guardian Signature

Signed by the Manager, UniLodge Australia Pty Ltd,
on behalf of Agent for **JCU**:



Staff Signature

Christie Temesi

Print Name

Definitions

- **Agreement End Date** or **Termination Date** – means the date this Residential Agreement ends which is included in the Details.
- **Agreement Start Date** or **Commencement Date** – means the date this Residential Agreement comes in to effect which is included in the Details.
- **Allocated Room, Room, or Room Number** – means the room which is included in the Details.
- **Building** – means the building included in the Details.
- **Building Owner** or **JCU** – means James Cook University.
- **Business Day** – means a day that is not:
 - a public holiday; or
 - Saturday, Sunday or 27, 28, 29, 30 or 31 December.
- **Details** - means the contract details included at page 1.
- **Emergency Contact** - means the persons nominated by the Resident in the Details for the purposes of clause 3, 10 and 15 of this Residential Agreement.
- **Extenuating Circumstances** – means circumstances which are outside the Resident’s control and which render the Resident as unfit to continue in their course of study at JCU, including but not limited to ill health, bereavement or trauma.
- **Financial Correspondent** – means the person/s nominated by the Resident for the purposes of clause 7 of this Residential Agreement.
- **Holding Over Periods** – has the meaning in clause 14 of this Residential Agreement.
- **Manager** or **Unilodge** – means UniLodge Australia Pty Ltd.
- **Notice** – has the meaning in clause 16.1(a) of this Residential Agreement.
- **Residential Agreement** - means this document and its Supporting Documents.
- **Self-catering** - means the provision of the right to use and occupy a room in accordance with this Residential Agreement and without the provision of meals.
- **Services** – has the meaning in clause 2(c) of this Residential Agreement.
- **Supporting Documents** – means those documents included as such in the Details.
- **Term** – the period of time commencing on the Commencement Date and ending on the Termination Date.
- **Treatment** – has the meaning given in clause 15 of this Residential Agreement.

Fee Schedule

- **Residential Fees** – are to be paid in full on every instalment date where the Resident must remain at least one instalment in advance at all times.
- **Residential Life Fee** - \$100. This fee is collected to provide various activities for residents, to subsidise social events, and to purchase sporting and recreational equipment. This fee is non-refundable except in the event when accommodation is cancelled prior to Residential Agreement Start Date.
- **Facilities Fee** - \$30. Every resident contributes to a Facilities Fund which is used to improve on communal facilities. These funds are to be used each year at the request of the resident body via the Residential Life Team and should be invested in projects which will benefit the majority of the residents. This fee is non-refundable except in the event when accommodation is cancelled prior to Residential Agreement start date.
- **Damages Fund** - \$30. Every resident also contributes to a Damages Fund to cover essential security services and avoidable and deliberate damage to community property where the offender cannot be found. At the end of each year, any surplus monies are paid to the Facilities Fund. This fee is non-refundable except in the event when accommodation is cancelled prior to Residential Agreement start date.
- **Administration Fee** - \$350 is payable to secure the booking along with your rent in advance and other fees. The administration fee is payable by all residents for each Residential Agreement period. It is intended to cover costs of processing admissions and is not refundable under any circumstances.
- **Application Fee** - \$55 is payable to secure the booking along with your rent in advance and other fees. The application fee is payable by all residents for each application made to JCU Halls of Residence. It is intended to cover costs of processing applications and is not refundable under any circumstances.
- **Sundry Charges** – means the following services which attract a fee as follows:
 - **Room Move Fee** – a charge of \$100 will apply to Residents who move from one Room to another within JCU Halls of Residence.
 - **Repairs and Maintenance** - general maintenance of the Room is provided but does not include durable goods such as light globes. These are the Resident's own responsibility. The Resident is liable for any damage or loss caused by negligence or misuse of the Room by the Resident and will be charged for labour and any associated costs.
 - **Car Parking** – Car parking is available at the property, limited spots are available and parking permits are required to park in the accommodation allocated car park only. Please enquire at Reception.
 - **Replacement Fob** – a charge of \$30 will be payable to replace the fob if it is lost, damaged/broken or misplaced.
 - **Replacement Key** – a charge of \$80 will be payable to replace the key if it is lost, damaged/broken or misplaced.
 - **Lock Out Fee** – a charge of \$10 will be payable if you lock yourself out or your room and/or Room.
 - **Bar Fridge** – a charge of \$100 per year will be payable for residents that supply their own bar fridge in their room for electricity consumption fees.

NB: The above charges are subject to change, provided that the Resident is given reasonable notice in writing of any changes to the above charges.