

2026 Residential Agreement

IMPORTANT: THIS IS A LEGAL DOCUMENT. IF YOU DO NOT UNDERSTAND ANY PART OF THIS DOCUMENT, YOU SHOULD ASK FOR AN EXPLANATION OR SEEK ADVICE FROM AN INDEPENDENT PARTY OR A SOLICITOR.

Date of Agreement: _____

Part A – Resident’s Details

Refer to the University Privacy Management Plan on how your personal information will be collected, stored, used and/or disclosed

<https://policies.westernsydney.edu.au/document/view.current.php?id=149>

Name: _____

Student ID number: _____

Home address:

E-mail address: _____

Refer clause 7.1(f)

AU Mobile number: _____

Part B – Operative Provisions

By signing this Agreement you are entering into a formal legal agreement with **Western Sydney University ABN 53 014 069 881** (the “Owner”) to become a lodger in the in the **[insert facility, eg Hawkesbury student accommodation facility]** the “Facility”) for the period from **2.00 pm** on **[insert]** (the “Commencement Date”) to and including **10.00AM** on **[insert]** (the “Termination Date”) and to occupy:

(the “Room Type”),

for a Residential Fee (inclusive of utilities) throughout the period of **[insert amount inclusive of GST]** for each week (or part thereof) from and including the Commencement Date to and including the Termination Date.

You agree that your right to reside in the Facility is subject to the terms and conditions which are set out in:

- (a) this document;
- (b) any schedules to this document;
- (c) the Rules of Occupancy; and
- (d) the Resident Handbook.

(collectively, the “Agreement”).

Any inconsistency between the above documents is determined in the order of priority from (a) to (d) to the extent of any inconsistency.

You acknowledge that you have received and read a copy of this Agreement prior to signing this Agreement.

1. Interpretation and Functions of Manager

1.1 Definitions

Whenever the terms listed below are used in this Agreement, they have the meaning given (unless the context provides otherwise):

- (a) **Agreement** has the meaning given to that expression on pages 1 - 2 of this Agreement;
- (b) **Apartment** means the apartment in the Facility (unless you occupy a 1 bedroom apartment) in which your Room is located;
- (c) **Apartment Common Areas** means the kitchen, bathroom/s, lounge room, entrance hall and passages of an Apartment and, where applicable, any outdoors area of the Apartment (such as balconies, patios and decks), which are for shared use by all residents of an Apartment which has more than 1 bedroom;
- (d) **Building** means the Facility building in which your Room is located;
- (e) **Certificate of Enrolment** means an official signed document:
 - (i) confirming that the Resident is or will be a Student during the Term;
 - (ii) dated on or about the date it is to be provided to the Owner;
 - (iii) on the letterhead of the educational institution;
 - (iv) identifying the Student by their full name and student number, the name of the student's course and course start date;and/or such other document as the Owner may require to establish your status as a Student during the Term;
- (f) **Code** means the code known as the National Higher Education Code to Prevent and Respond to Gender-based violence under section 15 of the GBV Act;
- (g) **Commencement Date** has the meaning given to that expression on page 1 of this Agreement;
- (h) **Deposit** means the security deposit identified in clause 1.1 of Schedule 1 of this Agreement;
- (i) **Early Cancellation Request form** means the form obtained at the Facility administration office and submitted in accordance with clause 5.3(a)(ii) or 5.3(b)(i) (as applicable);
- (j) **Facility** means the facility identified on page 1 of this Agreement situated within the Western Sydney University campus grounds and includes areas of the Facility which might be in the possession or under the control of persons other than the Owner;
- (k) **Facility Common Areas** means, as applicable, the entrance halls, passages, stairs, lifts, car parks, computer rooms and outdoor areas in the Building and the Facility and any other areas of the Facility which are designated by Owner at any time for common use by residents of the Facility;
- (l) **Further Agreement** has the meaning given to that expression at clause 7.2;

- (m) **GBV Act** means the *Universities Accord (National Higher Education Code to Prevent and Respond to Gender-Based Violence) Act 2025* (Cth);
- (n) **Gender-based violence** means the same as in the GBV Act;
- (o) **Guarantee** means a guarantee given by a guarantor, in favour of the Owner, to secure the performance of your obligations under this Agreement, in the form set out in Schedule 2 of this Agreement;
- (p) **Guarantor** means the person(s) giving the Guarantee;
- (q) **Manager** means the manager of the Facility, appointed by the Owner from time to time, and any agent, officer, employee or contractor of the Manager;
- (r) **Owner** has the meaning given to that expression on page 1 of this Agreement;
- (s) **Resident** means the person named as the resident in the Resident's Details in Part A on page 1 of this Agreement, who must be either a Student or Staff Member;
- (t) **Resident Handbook** means the current resident handbook for residents regarding the operation of the Facility, which forms part of this Agreement, and as amended by the Owner from time to time and published on the Resident Portal;
- (u) **Resident Portal** means {{Portal_URL}};
- (v) **Residential Fee** means the weekly amount on page 1 of this Agreement payable in accordance with Schedule 1 (Money Matters);
- (w) **Residential Fee Payment Schedule** means the schedule of payment dates for the Residential Fees during the Term, which the Owner shall issue on or about the date of this Agreement, which may be updated by the Owner from time to time;
- (x) **Room** and **your Room** means the studio, 1 bedroom apartment or the bedroom in a multi-bedroom Apartment (as the case may be) of the Room Type specified at page 1 of this Agreement, which you are entitled to occupy as a lodger in accordance with this Agreement;
- (y) **Room Type** has the meaning given to that expression on page 1 of this Agreement;
- (z) **Rules of Occupancy** means the current rules relating to the conduct of residents and other matters regarding the operation of the Facility, which form part of this Agreement, and as amended by the Owner from time to time and published on the Resident Portal;
- (aa) **Staff Member** means a member of academic staff of the University or a Visiting Professor or Visiting Fellow of the University, as those terms are described in the University's *Visting and Adjunct Appointments Policy*.
- (bb) **Student** means a student currently enrolled (or entitled to be enrolled) at the University or in an approved Vocational Education or Training course registered with the Australian Skills Quality Authority or a Higher Education course registered with the Tertiary Education Quality and Standards Agency, and includes a person undertaking English language courses with Western Sydney University or one of its controlled entities or other entities that provide a pathway for admission as a student of the University;
- (cc) **Summer Period** means the whole or any part of the period between the end of second semester in an academic year of the University and the commencement of the first semester of the succeeding academic year of the University;

- (dd) **Term** means the period from and including the Commencement Date to and including the Termination Date (including any extended period permitted by the Owner), unless this Agreement is terminated earlier by the Owner pursuant to the terms of this Agreement;
- (ee) **Termination Date** has the meaning given to that expression on page 1 of this Agreement (including any extended period permitted by the Owner);
- (ff) **University** means Western Sydney University; and
- (gg) **you, your or Resident** means the person identified at Part A on page 1 of this Agreement.

1.2 Functions of Manager

The Owner may authorise the Manager to perform some of its functions under this Agreement.

The Resident's first point of contact will generally be the Manager.

2. Your right to occupy the Room

2.1 Your status as a Student

- (a) You warrant that, at the time of entering into this Agreement and for the Term of this Agreement, you are (or will be entitled to be as and from the Commencement Date) and will, at all times, continue to be a Student. Notwithstanding your status as a Student, you must continue to comply, at all times, with your obligations under this Agreement.
- (b) Without in any way limiting clause 5.2(a)(iii), if, at the date of this Agreement, your status as a Student is yet to be confirmed by the University or other educational institution, you must no later than 10 days after the Commencement Date provide the Owner with a Certificate of Enrolment. If for any reason you cease to be a Student, including due to suspension or taking a leave of absence from studies, you must notify the Owner within 7 days.
- (c) The Owner may at any time during the Term, request you provide a Certificate of Enrolment and you must provide the Certificate of Enrolment within seven days after the request.
- (d) Failure to provide a Certificate of Enrolment within 7 days after the Owner requests it may result in the Owner issuing a termination notice in accordance with clause 5.2(iv).
- (e) Residents must not accept employment directly with the Manager, except in cases where they hold the title a 'Residential Advisor' ('RA') and the Owner has given written approval to the Resident to apply for and accept appointment as an RA. If you apply for or accept employment with the Manager (other than an RA role approved by the Owner in writing) the Owner may, in its absolute discretion, terminate this Agreement in accordance with clause 5.2(b).
- (f) Clauses 2.1(a) to (e) do not apply to Residents who are Staff Members.

2.2 Minor

- (a) If, at the time of entering into this Agreement, you are under the age of 18 years:
 - (i) you must procure your parent or legal guardian over the age of 18 years to complete the Guarantee and return the signed Guarantee to the Owner on or before entering into this Agreement; and
 - (ii) subject to the other provisions of this Agreement, this Agreement only becomes

valid and binding on the Owner if the signed Guarantee referred to in this clause 2.2(a)(i) has been returned to the Owner.

- (b) In addition to complying with the other provisions of this Agreement, as a minor you agree to:
 - i. check in daily before the 11pm curfew with the Night Manager,
 - ii. adhere to a curfew by remaining within the Facility identified on page 1 between 11pm and 6am; and
 - iii. not consume alcohol in or bring alcohol to the Facility identified on page 1 of this Agreement, including your Room and the Facility Common Areas.

2.3 Allocation of Room

The Room in the Facility which you are entitled to occupy as a lodger pursuant to this Agreement will be allocated to you by the Owner. Whilst the Room Type will be as described in this Agreement, the location within the Facility of the Room allocated to you and the other residents with whom you will share an Apartment (if your Room forms part of a multi-bedroom Apartment) are within the absolute discretion of the Owner.

2.4 Occupation of your Room

- (a) Subject to clauses 2.1(b), 2.2, 2.4(b), 2.4(c), 2.4(d), 4 and 4, you are entitled to occupy the Room allocated to you by the Owner from the Commencement Date and you must vacate the Room not later than the Termination Date.
- (b) The Owner may, with not less than 7 days' prior written notice to you (unless agreed otherwise by you), move you to another room in the Facility (**Alternate Room**) (and the Owner will use reasonable endeavours to find a room of the same Room Type or a room in the Facility of no lesser standard):
 - (i) during the Summer Period; and
 - (ii) at any time if the Owner considers it necessary or desirable:
 - (A) for repair and maintenance purposes; or
 - (B) for refurbishment or capital works projects; or
 - (C) to avoid difficulties between residents of the Facility; or
 - (D) to cater for specific needs of a resident with disabilities or specific health (including mental health) requirements; or
 - (E) to ensure the good order of the Facility,and you must comply with any such requirement to move to the Alternate Room within the period specified by the Owner (acting reasonably). If you fail to do so, the Owner may arrange to move your possessions to the Alternate Room in the Facility or to storage (if so required).
- (c) The Owner may move you to an Alternate Room or a room in another location, without notice, where it considers, acting reasonably, it is necessary or desirable for reasons of resident safety or resident welfare (including to cater for specific needs or health (including mental health) or otherwise in the best interest of the Resident, of other residents or staff of the Facility.
- (d) If the Owner requires you to move to the Alternate Room under clause 2.4(d):
 - (i) the Alternate Room (or the room in that other facility) is deemed as your Room for the period you occupy the Alternate Room (or the room in that other facility);

- (ii) if the Alternate Room or the room in that other facility (in the opinion of the Owner) is:
 - (A) of a lesser standard or has a lower room fee, the lower room fee will be deemed as your Residential Fee for the period you occupy the Alternate Room or the room in that other facility; or
 - (B) of a higher standard or has a higher room fee, your Residential Fee will remain unchanged
- (e) If the Owner determines that safety measures implemented to protect the safety of any person or other resident requires suspension of your right to occupy your Room for any period, you must vacate the Room for such period as the Owner may notify in writing and otherwise comply with any direction by the Owner in that notice.
- (f) You must live only in the Room allocated to you by the Owner and you may not move to another room in the Facility without the Owner's prior written consent, which may be withheld in the Owner's absolute discretion. If you make a room move request, the Owner may charge, and you must pay, as a debt due on demand, an amount of **[insert amount]** per room move request, being a genuine pre-estimate of the costs incurred and/or loss suffered by the Owner for reviewing the request and necessary paperwork for such a room move (whether or not the request is approved).

2.5 No tenancy is created by this Agreement

By signing this Agreement you agree and acknowledge that:

- (a) the rights conferred on you by this Agreement are limited to the right to occupy the Room as a lodger only for the Term;
- (b) this Agreement does not confer on you the rights of a tenant under a residential tenancy agreement;
- (c) you do not acquire any legal interest in the Room, the Apartment or any other part of the Facility;
- (d) the Apartment Common Area is accessible by others who occupy a Room in the Apartment together with the right of access to the Apartment Common Area by the Owner and the Manager, without notice, as and when required; and
- (e) if your Room Type is a twin share, the rights conferred on you by this Agreement to occupy the Room are non-exclusive and that:
 - (i) you share the right of occupancy of the Room with one other lodger (**Other Lodger**); and
 - (ii) the Other Lodger in the Room may change from time to time during the Term of this Agreement (at the absolute discretion of the Owner).

2.6 Intellectual property rights

In consideration of the rights granted to you in this Agreement, you acknowledge and agree:

- (a) to the extent permitted by law and subject to clause 2.6(d), the Owner, a related entity of the Owner, the Manager or any other person authorised by the Owner (**Authorised Person**) may:
 - (i) record and reproduce on film, tape and by any other means (including, without limitation, still photography) your image and/or voice whilst observing or participating in any activity which is organised, sponsored or promoted, recommended or endorsed by the Owner, the Manager, by a resident of the Facility or by any organisation or group which is in any way associated with the Facility (the

Recording);

- (ii) use the Recording (in whole or in part) to produce promotional and editorial material (the **Material**) relating to the Authorised Person's student accommodation business, including the right to synchronise the audio from the Recording with other visual images and the vision from the Recording with other audio; and
 - (iii) publish, communicate and/or permit the communication of the Recording and the Material to the public throughout the world in all media (including, without limitation, on any website or social networking site) for educational, promotional, advertising, selling and marketing purposes related to the Authorised Person's student accommodation business.
- (b) you have given consent to:
- (i) permit an Authorised Person to use the Recording and the Material for the purposes specified in clause 2.6(a); and
 - (ii) agree the Authorised Person will hold all rights, title and interest (including the copyright) in the Recording and the Material; and
 - (iii) to the extent necessary, irrevocably assign any and all of the rights in and to the Recording, Material and any other material made, contributed or otherwise provided to the Authorised Person.
- (c) that no payment is to be made to you with respect to the Authorised Person's use of the Recording or the Material pursuant to this Agreement, and you may not make a claim against the Owner and/or the Authorised Person in this regard.
- (d) At any time during the Term of this Agreement you may notify an Authorised Person that you do not give consent for any Authorised Person to use any Recording of Material of you as set out in this clause 2.6.

3. Security and safety

3.1 Occupation at your Risk

- (a) You occupy the Room and use the Apartment Common Areas and other parts of the Facility and its facilities and services at your own risk. To the extent permitted by law, the Owner and the Manager are not responsible for any injury or illness which you suffer or sustain or any loss of or damage caused to your property of any nature, unless such injury, illness loss or damage is the result of the gross negligence of the Owner or the Manager.
- (b) To the fullest extent permitted by law, you hereby release the Owner and the Manager from and indemnify the Owner and the Manager against all claims, injury, loss or damage of any nature that you or any guest or visitor who is in the Facility at your invitation or in your company might suffer or sustain:
 - (i) whilst in or in the vicinity of the Facility; or
 - (ii) arising from or in connection with your occupancy of a Room or access to or the use of any part of the Facility or any of the Facility facilities or services; or
 - (iii) arising from or in connection with any act or omission of any other occupant of the Apartment, any resident of the Facility or any other person who is lawfully or unlawfully in the Facility at any time; or
 - (iv) whilst observing or participating in any activity in the Facility or at any place outside the Facility including any such activity which is organised, sponsored, promoted, recommended or endorsed by the Owner, the Manager, by any resident of the Facility or by any organisation or group which is in any way

associated with the Facility, unless such injury, loss or damage is the result of the gross negligence of the Owner or the Manager.

3.2 You are Responsible for Security of Your Room

- (a) Whilst the Owner will provide and use reasonable endeavours to maintain locks or other security devices necessary to keep the Building secure, you are responsible for the security of your Room, the Apartment and the contents of the Apartment including your own property.
- (b) You agree that you are jointly and severally liable under this Agreement with any other occupant(s) of the Room and Apartment to lock all windows and doors in the Room and Apartment Common Areas to prevent unauthorised access.
- (c) The Owner and the Manager are not responsible, under any circumstances, for any theft, loss or damage to any parts, equipment or contents of your personal property (or that of your guests).

3.3 CCTV Cameras

- (a) The Owner discloses and you acknowledge closed circuit television (**CCTV**) cameras may be installed in or around the Facility, including (but not limited to) in Facility Common Areas, and will be operated by the Owner.
- (b) You acknowledge that your image may be captured by the Facility CCTV cameras and you consent to the use of the CCTV cameras in the Facility Common Areas.

3.4 Emergency Contact

- (a) You acknowledge that the Owner and Manager may wish to contact your nominated next of kin or emergency contact person for reasons of health (including mental health), well-being or personal safety.
- (b) You give consent to the Owner and Manager to contact your nominated next of kin or emergency contact person and release personal information concerning your health (including mental health), well-being, personal safety, enrolment status at the University and/or residency status at the Facility if required for reasons of health (including mental health), well-being or the personal safety of yourself or others.

4. Gender-based violence

4.1 University policies and procedures

- (a) You must not inflict or subject any person to Gender-based violence in the Facility or anywhere on University grounds.
- (b) You must comply with the University's policies and procedures regarding gender-based violence as introduced and amended from time to time (including participating in any investigation as provided in those policies and procedures).
- (c) You must undertake, attend and participate in all education and training that the University provides in relation to Gender-based violence.
- (d) You acknowledge and agree that if the Owner receives any information or report alleging that you have engaged in any form of Gender-based violence, the Owner may respond and take such steps as it considers proportionate. This may include moving you to another room in the Facility or other location or permanently removing you from the Facility without relocating you to another facility of the Owner.

5. Termination

5.1 Termination Date

Subject to clauses 2 and 4 your right to occupy the Room under this Agreement will terminate on the Termination Date.

5.2 Owner's Right to Terminate

- (a) Without limiting clause 5.2(b), if you fail to comply with any of your obligations under this Agreement, the Owner may, at its election, terminate this Agreement prior to the Termination Date by giving to you not less than **7 days** written notice if:
 - (i) that failure is of a nature which cannot be corrected,
 - (ii) you have not corrected that failure to the satisfaction of the Owner in its absolute discretion within a reasonable time after the Owner has given you a notice which specifies the nature of your failure to comply and requires you to correct your failure to comply within a specified timeframe;
 - (iii) you cease to be a Student at any time during the Term or you fail to become a Student by the Commencement Date (unless the Owner agrees otherwise); or
 - (iv) you cease to be a Staff Member at any time during the Term.
- (b) The Owner may immediately (but with written notice to you) terminate your right to occupy the Room under this Agreement if you:
 - (i) commit or omit to do any act which is inconsistent with the standards required of residents of the Facility, which in the opinion of the Owner (in its absolute discretion) constitutes an act (or series of acts) of serious misconduct;
 - (ii) commit a material breach of your obligations under this Agreement, including without limitation, a material breach of the Rules of Occupancy (as determined by the Owner);
 - (iii) commit or omit to do any act which, in the opinion of the Owner, presents as a serious threat to the safety, welfare or security of yourself, other residents, guests, staff or physical property at the Facility;
 - (iv) you fail to submit a Certificate of Enrolment and, after receiving 7 days written notice to rectify this by the owner, you fail to do so within 7 days from the date on which the rectification notice is issued;
 - (v) are charged with an offence in connection with actual or threatened damage to property or injury to any person under New South Wales or Federal legislation or other serious offence;
 - (vi) are issued with an apprehended domestic violence order or apprehended personal violence order where the person protected by the order is a resident of the Facility;
 - (vii) have engaged in Gender-based violence, as determined by the University; or
 - (viii) commit a breach of the Rules of Occupancy, and the Rules of Occupancy provide for 'immediate eviction'.

5.3 Early Cancellation by You

- (a) **(Prior to Commencement Date)** You may request an early cancellation of this Agreement prior to the Commencement Date, and the Owner agrees to terminate this Agreement with effect on and from the Commencement Date, provided:

- (i) you have not taken occupation of the Room; and
 - (ii) you give the Owner written notice of your intention not to take possession of the Room (by submitting a completed Early Cancellation Request form) at least 14 days prior to the Commencement Date, time being of the essence; and
 - (iii) you pay to the Owner an amount equivalent to two weeks of the Residential Fee, being a genuine pre-estimate of the costs incurred and/or loss suffered by the Owner to process your request for early cancellation and finding a replacement occupant (whether or not a replacement occupant is found).
- (b) **(Prior to Termination Date)** You may request an early cancellation of this Agreement prior to the Termination Date provided:
- (i) you give the Owner written notice of your intention to vacate early (by submitting a completed Early Cancellation Request form) at least **14 days** prior to the date of your departure; and
 - (ii) on or before the date of your departure, you pay to the Owner an amount equivalent to two weeks of the Residential Fee, being a genuine pre-estimate of the costs incurred and/or loss suffered by the Owner as a result of your request for early cancellation, including processing your request and finding a replacement occupant (whether or not your request is approved or a replacement occupant is found); and
 - (iii) on or before the date of your departure, you pay to the Owner all amounts owing and/or payable by you (such as amounts in arrears, additional charges incurred by you); and
 - (iv) subject to clause 5.4, you paying the Residential Fee until the earlier of 4 weeks after the departure date or up to the date that the replacement occupant commences paying the Residential Fee for the Room (refer clause 5.4(b))

5.4 Replacement Occupants

- (a) If you request an early cancellation of this Agreement in accordance with clause 5.3(b):
- (i) if there is an appropriate applicant on the Facility wait list (if there is one), the Owner may select an applicant on the waiting list to become a replacement occupant for the Room; or if there are no applicants on the waiting list, you may find a replacement occupant for the Room, provided that the replacement occupant:
 - (A) is a Student;
 - (B) is acceptable to the Owner (acting reasonably); and
 - (C) agrees to enter into a residential agreement for the occupancy of the Room for the unexpired Term and pay any relevant fees.
- (b) If a replacement occupant is selected under clause 5.4(a), the Owner agrees to terminate your Agreement and release you from your obligation to pay the Residential Fee under clause 5.3(b)(iv) with effect on and from the date that the replacement occupant commences paying the Residential Fee for the Room.

5.5 Continuing Liability

Nothing in this clause 4 releases you from any amounts owing, costs, expenses or additional charges incurred by you under this Agreement and the Owner may in its absolute discretion apply the Deposit or any money owed to you to set off any amount payable by you.

6. Checking out

6.1 Vacation of the Room

- (a) **(Vacation of your Room)** Unless you have received written confirmation from the Owner of your right to continue to occupy your Room past the Termination Date, you must vacate the Room promptly by:

- (i) 10am on the Termination Date; or
- (ii) the earlier date on which this Agreement is terminated in accordance with this Agreement,

and leave the Room and the Apartment Common Areas clean and tidy and in the same condition as at the date of first occupation by you, subject to fair wear and tear (**End of Term Condition**).

- (b) **(Late Departure)** If you do not give vacant possession of your Room by the Termination Date in accordance with clause 6.1(a), you are required to pay to the Owner the daily rates (based on the casual per night room fee for your Room Type and any other applicable charges under this Agreement) from the day after the Termination Date (or earlier termination date) up to and including the day you hand over vacant possession of the Room to the Owner. If the Owner is not able to give possession of the Room to the next contracted occupant (**Next Occupant**) because of your failure under clause 6.1(a), the Owner is entitled to charge you (and you must pay as a debt due on demand) any costs and expenses incurred by the Owner for alternative accommodation for the Next Occupant until you hand over vacant possession in accordance with clause 6.1(a). For the avoidance of doubt, acceptance of the casual daily rates by the Owner is not a waiver of any of its rights in respect of your late departure.

6.2 Post Departure Inspection by Owner

After you vacate the Room in accordance with clause 6.1, or the end of the Term (whichever is earlier), the Owner will inspect the Room and the Apartment Common Areas and compare them to the condition at the commencement of your occupancy. Whilst any reasonable wear and tear will be taken into account, you must pay to the Owner (as a debt due on demand) the cost of rectifying any damage, cleaning any area which has been left unclean or replacing any lost item of furnishings, fittings, equipment and other articles provided by Owner that were in the Room or the Apartment Common Areas at the commencement of your occupancy.

6.3 Cleaning

Refer to the Rules of Occupancy and the Resident Handbook for your obligations in connection with cleaning of your Room, Apartment and the Facility Common Areas.

6.4 Return of Keys

On the earlier of the date this Agreement is terminated or, on the Termination Date, you must return to the Owner all keys, swipes cards and any form of security devices (**security devices**) to your Room and/or Apartment that have been issued to you. If you fail to do so, you must pay the cost of replacing those security devices and the reconfiguration of the lock system (as required), determined by the Owner acting reasonably, and you acknowledge and agree that the Owner may, in its absolute discretion, deduct such amount from your Deposit.

6.5 Abandoned Property

- (a) The Owner and Manager accept no responsibility for any personal belongings or other items, including food items, which you leave in the Room, the Apartment Common Areas, the Apartment or elsewhere in the Facility when you vacate your Room (**Abandoned Property**) and you acknowledge the Owner may dispose of any Abandoned Property that is left in the Room, the Apartment or elsewhere in the Facility.
- (b) If the Owner is obliged to remove, store or dispose of the Abandoned Property (or any part

thereof), the Owner may recover from you, and you must pay as a debt due on demand, any costs which the Owner incurs in the removal, storage or disposal of any such Abandoned Property.

7. General Provisions

7.1 Operation of this Agreement

The parties agree and acknowledge:

- (a) this Agreement may be signed by electronic means and if so the date of this Agreement is the date you downloaded and accepted the terms of this Agreement and completed the application process on the Owner's booking portal, in all other circumstances the date of this Agreement is the date all parties have signed, which will be inserted after the Owner signs the Agreement;
- (b) where the date of this Agreement precedes the Commencement Date, this Agreement comes into force and effect on and from the date of the Agreement, however, the right to take occupancy of the Room will take effect on and from the Commencement Date (subject to you completing the booking process);
- (c) the *Residential Tenancies Act 2010* (NSW) (the **Act**) does not apply to this Agreement;
- (d) the laws in force in New South Wales govern the terms of this Residential Agreement, and in the event of any inconsistency between those laws and this Residential Agreement, those laws will prevail to the extent of the inconsistency;
- (e) this Residential Agreement may be signed in any number of counterparts;
- (f) a notice or other communication required or permitted to be given must be in writing and, in the case of a notice or communication to you, sent to your email address specified on page 1 of this Agreement or such other email address as advised by you from time to time; and
- (g) a party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and must be signed by the party giving the waiver.

7.2 Further agreements

- (a) If, at any time during the Term of this Agreement, you apply for an agreement to reside at the Facility for a further period after the end of the Term of this Agreement (**Further Agreement**), you acknowledge that:
 - (i) for the avoidance of doubt, the Owner is not, under any circumstances, obliged to grant you a Further Agreement after the Termination Date of this Agreement;
 - (ii) in considering your request for a Further Agreement (at the Owner's election), the Owner may take into account your record of breaches or non-compliance under this Agreement.
- (b) If the Owner enters into a Further Agreement with you, on and from the date of the Further Agreement and for the balance of the Term of this Agreement:
 - (i) any breach or non-compliance by you under this Agreement will be deemed as a breach under the Further Agreement; and
 - (ii) if this Agreement is terminated by the Owner for any reason prior to the

Termination Date, the Further Agreement will be deemed to have terminated on the same day this Agreement terminates.

7.3 Severability

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, that provision is to be severed to the extent necessary to make this Agreement enforceable, and such provision will not affect or impair the legality, validity or enforceability of any other provision of this Agreement.

7.4 Resident bound jointly and individually (Multiple-Occupancy)

If the Resident under this Agreement is made up of more than one person, or a term is used in this Agreement to refer to more than one party, then unless otherwise specified in this Agreement:

- (a) an obligation of the Resident under this Agreement binds those persons jointly and each of them individually;
- (b) a right of the Resident under this Agreement is held by each of those persons individually; and
- (c) any reference to the term “you”, “your” or “Resident” in this Agreement is a reference to each of those persons separately (so that, for example, a representation, warranty or acknowledgement is given by each of them separately).

7.5 Assignment

- (a) You must not transfer or sub-licence your interest or right of occupancy under this Agreement to any third party.
- (b) The Owner may transfer its interest in this Agreement at any time without notice to you.

Schedule 1. Money Matters

1.1 Deposit and other amounts

At the time of signing this Agreement you must pay to the Owner:

Fee	Amount
Deposit (as security to be held by the Owner and applied in accordance with clause 1.3(a) of this Schedule 1 towards remedying any breach or non-compliance by you under this Agreement)	An amount equivalent to four weeks of the Residential Fee
Application Fee	\$110

During the Term you must pay the monies for which you are responsible under the Resident Handbook (including in the table in the section headed 'Facilities and Services')

1.2 Payment of Residential Fee and other charges

- (a) **(Obligation to pay)** Without limiting any other provision of this Agreement, you must:
 - (i) pay the Residential Fee to the Owner for the Term; and;
 - (ii) pay any other amount payable by you to the Owner under this Agreement as and when demanded by the Owner.
- (b) **(Payment Schedule)** You must pay the Residential Fee for the Term, by payments fortnightly in advance (or for such other period in advance requested by you and agreed by the Owner, provided that such period is not less than fortnightly in advance), pursuant to the Residential Fee Payment Schedule.
- (c) If you take occupation of the Room after the Commencement Date, your right to take occupation of the Room is subject to you paying (in full):
 - (i) all Residential Fee(s) due for the period from and including the Commencement Date to and including the date on which you first take occupation of the Room;
 - (ii) a fortnight in advance of the Residential Fee pursuant to the Residential Fee Payment Schedule; and
 - (iii) if you are a returning Resident, any shortfall in the Deposit carried forward from the previous period.

8. Subject to clause 4 (Gender-based violence)

8.1 University policies and procedures

- (a) You must not inflict or subject any person to Gender-based violence in the Facility or anywhere on University grounds.
- (b) You must comply with the University's policies and procedures regarding gender-based violence as introduced and amended from time to time (including participating in any investigation as provided in those policies and procedures).
- (c) You must undertake, attend and participate in all education and training that the University provides in relation to Gender-based violence.
- (d) You acknowledge and agree that if the Owner receives any information or report alleging that you have engaged in any form of Gender-based violence, the Owner may respond and take such steps as it considers proportionate. This may include moving you to another room in the Facility or other location or permanently removing you from the

Facility without relocating you to another facility of the Owner.

- (d) Termination) and without limiting any other provision of this Agreement, if you choose to vacate your Room prior to the Termination Date, you must pay all Residential Fees, and any other charges payable by you under this Agreement, due and unpaid up to and including the Termination Date, before you vacate the Room (unless otherwise agreed in writing by the Owner in its absolute discretion).
- (e) **(Payment method)** Unless otherwise agreed in writing with the Owner (in its absolute discretion), you must pay the Residential Fee(s) and all other amounts payable under this Agreement by direct debit from a nominated bank account with an Australian financial institution as nominated by you via the Resident Portal.
- (f) **(Australian currency)** All payments under this Agreement must be made in Australian currency. The Owner may accept or decline to accept (in its absolute discretion) any payment which is tendered in another currency and if accepted by the Owner, you must pay all charges which the Owner may incur in respect of any such payment.

1.3 Release of Deposit

- (a) The Deposit (less any deductions applied in accordance with this Agreement, the Rules of Occupancy and the Student Handbook will be released to you within a calendar month after the end of the Term, subject to you updating the bank account details within the Residential Portal, unless this Agreement is terminated earlier by the Owner pursuant to the terms of this Agreement, in which case the Deposit (less any deductions) will be released to you within a calendar month after the effective date of termination as notified by the Owner. No interest is payable by the Owner to you on the Deposit.
- (b) Where you have given the Owner notice that you wish to sign a Further Agreement commencing in the period following this Agreement, you agree and acknowledge that the Deposit (or any part thereof) may be held by the Owner as the deposit under the Further Agreement when signed by you or (subject to any shortfall being paid by you or any overpayment being credited back to you by the Owner, as the case may be) refunded to you within a calendar month (but generally within 14 days) after either the Owner gives you notice that you will not be offered a Room for the succeeding period or you fail to accept the offer of a Room for that period within the time specified by the Owner.

1.4 Deductions from Deposit

- (a) You acknowledge and agree that the Owner is entitled to withhold the Deposit and apply the Deposit or any part of it in the payment of any:
 - (i) Residential Fees;
 - (ii) other charges payable by you under this Agreement or otherwise or which is incurred by the Owner in connection with or arising from your occupancy pursuant to this Agreement; and
 - (iii) any amount which is outstanding between you and the Owner under this Agreement or otherwise.
- (b) If your Deposit is applied by the Owner pursuant to clause 1.4 of this Schedule 1, you must pay to the Owner within 7 days after notice the amount necessary to restore your Deposit to the amount prescribed in clause 1.1 of this Schedule 1.
- (c) You must not fail or refuse to pay any Residential Fees and any other amounts due and payable by you under this Agreement with the intention that the outstanding amount be recovered by the Owner from your Deposit. This will be deemed as a material breach of this Agreement.

1.5 Payments to You by the Owner

- (a) The release of the Deposit or payment of any amount payable by the Owner to you under

this Agreement will be paid in the currency relevant to the Facility::

- (i) by direct deposit into your nominated Australian bank account (that is, the bank account from which you have paid your Residential Fee) or such other bank account as nominated by you via the Resident Portal;
 - (ii) as a credit to the account held in your name with the Facility; or
 - (iii) as requested by you from time to time or failing that, at the discretion of the Owner.
- (b) Any charges incurred by the Owner for any payment to you under clause 1.5(a) of this Schedule 1 will be deducted from the amount payable to you.

1.6 Taxes and legal costs

- (a) The Owner may recover from you in addition to the amounts referred to in this Agreement any taxes, stamp or other duty, government charges or other imposts which are payable in connection with your right to occupy a Room in the Facility or any other right granted by this Agreement.
- (b) Without limiting any other provision of this Agreement, you must also pay any legal costs and other expenses, which the Owner incurs in connection with or arising from your occupation of the Room and/or Facility, or in enforcing its rights under this Agreement, including but not limited to:
- (i) any charges levied on the Owner in respect of attendances (by emergency services such as the local fire brigade, security and/or Facility monitoring services) for call-outs, including for a false fire alarm activation caused (or contributed to, and only to the extent contributed) by you (or your guests);
 - (ii) any amount incurred by the Owner, from time to time, as a result of insufficient funds/ credit in your nominated bank account/ credit card for payment of Residential Fee and/or any other charges payable by you under this Agreement on the due date (such as fees for dishonoured payments, including dishonoured direct debit payments, overdraft fees, or other account fees); and
 - (iii) an amount of, being a genuine pre-estimate of the costs incurred and/or loss suffered by the Owner for processing and following up late payments by you under this Agreement, including the Owner's reasonable costs of debt recovery.
- (c) You must pay these amounts to the Owner, as debts due on demand, when requested by the Owner to do so. If they are not paid in accordance with the Owner's request, the Owner may recover them from you or deduct the outstanding amounts from the Deposit.

1.7 Interest on overdue amounts

If Residential Fee(s) and/or any other charges are not paid as and when they fall due for payment by you under this Agreement, you must pay to the Owner, when requested to do so, interest on any such outstanding amount at such rate as the Manager advises (which will not exceed current interest rates payable by the Owner to its relevant financial institution).

1.8 Credit or Debit Card Surcharge

If you elect to pay the Residential Fee or any other amount due under this Agreement via a credit card or debit card, the Owner is entitled to charge you, and you must pay a credit card or debit card surcharge (as applicable) being the amount charged, from time to time, to the Owner by its relevant financial institution for processing credit card or debit card payments (as applicable).

Schedule 2. Guarantee (Refer to Clause 2.2 – Minors)

To: WESTERN SYDNEY UNIVERSITY (the Owner)

[Note: to be completed by parent or legal guardian, as guarantor, if the resident is under the age of 18 years]

Part A • Details of Guarantor

Please print

Name of Guarantor(s): _____

(joint and severally, the **Guarantor**)

Name of Resident: _____

Relationship to Resident: _____

Address of Guarantor: *(Any notices in relation to this Guarantee will be issued to this address)*

_____ *(Number and Street Name)*

_____ *(City, Post Code and Country)*

_____ *(Email)*

_____ *(Contact Number (including country and area code))*

_____ *(Number and Street Name)*

_____ *[City, Post Code and Country]*

_____ *(Email)*

Part B - Operative Provisions

Acknowledgement

- (a) I/We the Guarantor/s, acknowledge that I/we have before the date of this Agreement:
 - (i) completed an inspection of the Facility where the Resident, who is under 18 years of age, will reside,
 - (ii) met with the person designated by the Owner or the Manager for.
- (b) By signing this Guarantee, I/we as the Guarantor/s accept that:
 - (i) the Facility is designed for occupation by adults of 18 years or older;
 - (ii) the layout of the Facility does not enable the monitoring of persons arriving and leaving the Facility,
 - (iii) the Owner and Manager cannot provide constant supervision,

- (iv) the majority of residents are aged 18 years or older; and
 - (v) there are risks associated with the Resident residing in the Facility.
- (c) I/We, the Guarantor, acknowledge and agree, in consideration of the Owner entering into this Residential Agreement with the Resident at my/our request, I/we hereby unconditionally and irrevocably guarantee to the Owner the punctual performance of all the Resident's obligations contained in the Residential Agreement and the payment to the Owner, as a debt due on demand, all amounts which are at any time due for payment and unpaid by the Resident in accordance with the terms of the Residential Agreement (Guarantor's Obligations).
- (d) If any payment or other transaction relating to the Resident's obligations under the Residential Agreement, or the Residential Agreement (or part thereof), is void, voidable or otherwise unenforceable:
 - (i) the Guarantor's liability under this Guarantee is the same as if the Residential Agreement, the payment or transaction relating to the Residential Agreement was not void, voidable or otherwise unenforceable; and
 - (ii) the Guarantor must immediately do everything required by the Owner to restore to the Owner the benefit of the Guarantor's liability under this Guarantee that would have existed but for the Residential Agreement (or part thereof) or the payment or transaction relating to the Residential Agreement being void, voidable or otherwise unenforceable.
- (e) The Guarantor's Obligations may be enforced against the Guarantor without the Owner being required to first exercise any right against the Resident or enforce any security provided by the Resident under the Residential Agreement.
- (f) The Guarantor must pay the Owner, on written demand by the Owner, all costs and expenses incurred by the Owner, in respect of the Owner's exercise or attempted exercise of any right under this Guarantee.
- (g) The Guarantor's Obligations are continuing obligations and are irrevocable and unconditional.
- (h) If the Guarantor consists of two or more persons, this Guarantee benefits and binds them separately and together.

SIGNING PAGE

Executed as an agreement

SIGNED BY THE GUARANTOR

Signed by the Guarantor:

Guarantor's Signature

Guarantor's Name

Date

SIGNING PAGE

Executed as an agreement

SIGNED BY THE RESIDENT

Signed by the Resident:

Resident's Signature

Resident's Name

Date