

ROOMING HOUSE AGREEMENT

PROPRIETOR:

AUSTRALIAN EDUCATION HOLDINGS 3 PTY LTD as trustee for METRO TRUST

Address: C/O - 30 Victoria Street Adelaide 5000

AGENT:

UniLodge South Australia Pty Limited A.C.N. 111 718 140 / A.B.N. 90 111 718 140

Address: 30 Victoria Street, Adelaide SA 5000

Phone: 08 8385 9000 Email: metroadelaide@unilodge.com.au

TENANT:

Name: X

Phone: X Email: X

ADRESS OF RENTED PROPERTY:

Unit /30 Victoria Street, Adelaide SA Room: X

FIXED TERM TENANCY:

From: 00/02/2025 To: 00/00/0000

APPLICATION OF THE ACT AND REGULATIONS

The Landlord and the Tenant are legally bound to comply with the provisions of the Residential Tenancies Act, 1995 and the associated regulations. An agreement or arrangement that is inconsistent with this Act or purports to exclude, modify or restrict the (unless Act) to the extent void. The inconsistency, exclusion, modification or restriction is expressly permitted under this operation of this Act is (unless the inconsistency, exclusion, modification or restriction is expressly permitted under this Act) to the extent void.

RENT

Amount: \$00.00 per week

Frequency: Payable in advance minimum every 1 week. (Rent must remain paid at least 7 days in advance at all times.)

1st Instalment: \$00.00 for rent due 00/00/2025 to 00/00/2025 (covered by deposit)

2nd Instalment: \$00.00 for rent due 00/00/2025

3rd Instalment: \$00.00 for rent due 00/00/2025 and due every DAY after this.

Payment method:

☑ Console Pay

☑ Credit Card at Reception

SECURITY BOND

Amount: \$00.00

The Landlord/Agent will lodge this bond with the Commissioner for Consumer and Business Affairs as per the Residential Tenancies Act.

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Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement -

- (1) a reference to the rental premises includes a reference to any inclusions for the rental premises stated in this agreement for item 4.2; and
- (2) a reference to a numbered section is a reference to the section in the Act with that number; and
- (3) a reference to a numbered item is a reference to the item with that number in part 1; and
- (4) a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of a rooming accommodation agreement

- (1) This part states, under the Residential Tenancies Act 1995(the Act), Part 7 Rooming Houses, the standard terms of a rooming accommodation agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the Provider and Tenant that are taken to be included as terms of this agreement.
- (3) The house rules for the rental premises are taken to be included as terms of this agreement.
- (4) The Provider and Tenant may agree on other terms of this agreement (special terms).
- (5) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (6) A standard term overrides a special term if they are inconsistent.

<u>Division 2 Period of rooming accommodation</u> <u>agreement</u>

3 Start of rooming accommodation agreement

This agreement starts on the day stated in this agreement for item 5.

4 Entry condition report

- (1) This clause applies only if a rental bond is payable, or has been paid, under this agreement.
- (2) The Provider must prepare, in the approved form, sign and give the Tenant 2 copies of a condition report for the room.
- (3) The Tenant acknowledges and agrees that it received two (2) signed copies of the inspection sheet upon entering into this agreement.
- (4) The Tenant must mark the copy of the report to show any parts the Tenant disagrees with, and sign and return the copy to the Provider not later than 14 days after the later of the following days-
- (a) the day the Tenant is entitled to occupy the room;
- (b) the day the Tenant is given the copy of the condition report.

Note-

A well completed condition report can be very important to help the parties if there is a dispute about the condition of the room when the rooming accommodation agreement started.

(5) After the copy of the condition report is returned to the Provider by the Tenant, the Provider must copy the condition report and return it to the Tenant within 14 days.

5 Continuation of fixed term agreement

- (1) This clause applies if-
- (a) under this agreement, rooming accommodation is provided to the Tenant for a fixed term; and
- (b) neither the Provider nor the Tenant gives the other party a notice under section 83A (for landlords) or section 86A (for Tenants) ending the agreement or agrees in writing with the other party to end the agreement.
- (2) This agreement continues to apply after the last day of the term, as a periodic agreement, on the same terms on which it applied immediately before the last day of the term, other than the term about the fixed term.

Division 3 House Rules

6 House Rules

- (1) The Tenant must comply with the house rules for the rental premises.
- (2) The Provider must give the Tenant a copy of the house rules
- (3) The Provider or the Provider's agent for the rental premises must ensure a copy of the house rules for the rental premises is displayed, at all times, at a place in the rental premises where it is likely to be seen by the Tenants.
- (4) At least 7 days before making any changes to the house rules for the rental premises, the Provider must give a notice to the Tenant stating the following -
- (5) A variation of a house rule; or
- (6) The addition to the house rules of a new rule; or
- (7) The revocation of an existing house rule

<u>Division 4 Mutual rights and obligations of Providers and Tenants</u>

Subdivision 1 Rent and other charges

7 When, how and where rent must be paid

- (1) The Tenant must pay the rent stated in this agreement for item 6.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid -
- a. in the way stated in this agreement for item 9; or
- b. in the way agreed after the signing of this agreement by
- (4) the Provider or Tenant giving the other party a notice proposing the way; and
- (5) the other party agreeing to the proposal in writing; or
- (6) The rent must be paid at the place stated in this agreement for item 10.
- (7) However, if, after the signing of this agreement, the Provider gives a notice to the Tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.

first week of the period of accommodation under the agreement.

8 Rent Receipt/ statement

The Provider must at the reasonable request of the Tenant, give the Tenant a statement of the relevant information for each payment made during the period specified in the request.

Note-

The statement must be given to the Tenant within 48 hours of the making of the request.

9 Rent in advance

The Provider must not demand or require Tenant to pay more than 1 weeks rent before the end of the current week's rent.

10 Rent increases

- (1) If a Provider proposes to increase the rent, the Provider must give notice of the proposal to the Tenant.
- (2) The notice must state -
- (a) the amount of the increased rent; and
- (b) the day, not earlier than 4 weeks after the day the notice is given, from which the increased rent is payable.
- (3) Also, if this agreement is for a fixed term, the rent may not be increased before the term ends unless -
- (a) this agreement states for item 11 rent can be increased;

and

- (b) this agreement states for item 11 the amount of the increase or how the amount of the increase is to be worked out; and
- (c) the increase is made in accordance with this agreement.
- (4) The Tenant is not required to pay the increase unless it is made in accordance with this clause.

11 Rent decreases

(1) This clause applies if -

A service provided to the Tenant under this agreement is no longer available or is withdrawn, or the standard of the service substantially decreases, other than because the Tenant has not met the Tenant's obligations under this agreement.

- (2) The rent payable under this agreement decreases by the amount, and from the time, agreed between the Provider and the Tenant.
- (3) If the Provider and the Tenant cannot agree on the amount or time for the decrease, the Tenant may apply to a tribunal for an order decreasing the rent by a stated amount from a stated time.

Subdivision 2 Bonds

12 Rental bond required

- (1) If a rental bond is stated in this agreement for item 12, the Tenant must pay to the Provider or the Provider's agent the rental bond amount -
- (a) Bond amount must not exceed 2 weeks rent under a rooming house agreement
- (b) Providers must, within 48 hours after receiving an amount paid by way of a bond, give the person who paid a receipt.
- (2) The Provider or the Provider's agent must, within 4 weeks of receiving the bond or a part of the bond, lodge any bond paid to Consumer and Business Services
- (4) The bond is intended to be available to financially protect the Provider if the Tenant breaches this agreement.

Example-

The Provider may claim against the bond if the Tenant does not leave the room in the required condition at the end of the rooming accommodation agreement.

Subdivision 3 Rights and Obligations of Provider and Tenants

13 Provider's Obligation

The Provider has the following obligations -

- (1) Will not unreasonably restrict, or interfere with
- (a) The quiet enjoyment of a room or facilities at the rooming house by the Tenant; or
- (b) The reasonable peace, comfort or privacy of the Tenant in the Tenant's use of a room or facilities at the rooming house; and

To ensure that the Tenant has reasonable access (at all times) to the Tenant's room, and to the toilet and bathroom facilities; and

- (2) Will exercise his or her right of access to the Tenant's room in a reasonable manner and will stay in the room longer than is necessary to achieve the purpose of entry without the Tenant's consent
- (3) To take reasonable steps to ensure the security of the Tenant's room and the Tenant's personal property in the room;
- (4) To take reasonable steps to ensure the Tenant's room and common areas and facilities provided in the room and areas -
- (a) Are kept safe and in good repair; and
- (b) Subject to any agreement with the Tenant about cleaning the Tenant's room or common areas or facilities are kept clean;
- (5) For subclause (7) (b), an agreement about cleaning common areas may be made only for a common area used by the Tenants and a minority of other Tenants of the Provider.

Example for subclause (8) -

Four Tenants have individual rooms opening out onto a living and kitchen area which is available for use only by those Tenants. The Provider and the four Tenants may agree that the cleaning of the living and kitchen area is to be done by the four Tenants.

- (6) Comply with statutory requirements affecting the rooming house; and
- (7) Give the Tenant not less than 14 days' notice of renovations to be carried on at the rooming house; and
- (8) If required to carry out repairs to shared bathroom, toilet or laundry facilities, minimize inconvenience or disruption to the Tenant and, if necessary, provide temporary substitute facilities.

14 Sales of rooming house

- (1) The Provider will give the Tenant written notice of the Provider's intention to sell the rooming house not later than 14 days after the proprietor enters into ta sales agency agreement for the sale of the premises; and
- (2) The rooming house will not be advertised for sale or made available for inspection by prospective purchasers before the day falling 14 days after the Tenant is notified of the Provider's intention to sell the rooming house.
- (3) If the rooming house is sold, the Provider will give the Tenant written notice of the name of the purchaser and the date from which rent is to be paid to him or her.

15 Tenant's obligations

The Tenants of the rooming house MUST -

- (1) Pay the rent when it is due;
- (2) Obey the house rules;
- (3) Number of occupants allowed No more than the number of persons stated in this agreement for item 16 may reside in the room.
- (4) Not use the rooming house, or cause or permit the rooming house to be used, for an illegal purpose; and
- (5) Not keep an animal on the rooming house premises without the Provider's consent; and keep the Tenant's room and the share common area/ facilities in a condition that does not give rise to a fire or health hazard; and Example of a fire hazard -
- (a) Allowing newspaper to build up in the Tenant's room
- (b) Blocking access to the Tenant's room
- (6) Notify the Provider of damage to the rooming house or to property provided by the Provider for use by the Tenant;
- (7) Allow the Provider reasonable access to the Tenant's Room;
- (8) To keep the Tenant's room and included shared facilities clean, having regard to their condition at the start of this agreement.

16 Supply and changing the locks and keys

- (1) The Provider must supply and maintain all locks necessary to ensure the Tenant's room is reasonably secure.
- (2) The Provider must give the Tenant a key for each lock that secures entry to the Tenant's room and a building or building within which the Tenant's room and common areas are situated.
- (3) Neither the Provider nor the Tenant will alter or remove a lock or a security device or add a lock or security device without the consent of the other; and
- (4) Neither the Provider nor the Tenant will unreasonably withhold his or her consent to the alternation or removal of a lock or security device by the others; and

<u>Division 5 Termination of rooming house</u> <u>agreement</u>

17 Termination of rooming house agreement.

This agreement ends only if -

- (1) The Tenant and the proprietor agree in writing; or
- (2) A tribunal makes an order terminating this agreement; or
- (3) A Tenant has abandoned the Tenant's room; or
- (4) If the rent has been unpaid for at least 7 days, and Provider have either made reasonable attempts to contact the Tenant without success, or the Tenant has advised proprietor that they have abandoned the room, the Tenant will be taken to have abandoned the room.
- (5) A Tenant falls behind in their rent by a period of at least 2 weeks, the Provider may give the Tenant a written notice informing the Tenant that if the amount owing is not paid within a specified period (at least 7 clear days) of receiving the notice, the rooming house agreement is terminated at the end of the specified period by force of the notice; and The Tenant must vacate the premises at the end of the specified period.
- (6) A Tenant, or someone they have invited into the rooming house, causes serious damage to the rooming house, creates a danger to a person or property in the

rooming house, or seriously interrupts the privacy, peace, comfort or quiet enjoyment of another Tenant, the Provider may give the Tenant a written notice informing the Tenant that the rooming house agreement is terminated at the end of the specified period by force of the notice; and The Tenant must vacate the premises at the end of the specified period.

18 Condition room must be left in

At the end of this agreement, the Tenant must leave the Tenant's room and inclusions, as far as possible, in the same or better condition they were in at the start of this agreement.

Special Terms

Contents

- 1 Residential Handbook
- a) Upon signing this agreement, the TENANT acknowledges they have been issued with a Resident Handbook containing additional terms and conditions of the Residential Tenancy Agreement. The TENANT must comply with all the conditions contained in the handbook. All conditions are enforceable as if they are part of this AGREEMENT. The TENANT must not permit any visitor to breach any of the terms and conditions.
- b) The LANDLORD may create or vary terms and conditions from time to time in accordance with the ACT. The TENANT will be notified in writing of any changes to the terms and conditions.
- 2 Special Conditions
- 3 Summary of Community Corporation 25494 Inc. By-Laws
- 4 Schedule of Contents The attached schedule of Contents from part of this agreement

Special Conditions

1 Induction

Residents are required to attend compulsory inductions within the first 72 hours of moving in. Inductions cover fire safety, maintenance, the Residential Life Program, onsite support etc. to ensure Resident safety, security and wellbeing.

2 Cleaning

The tenant agrees to keep the property in a reasonable clean and tidy condition throughout the tenancy. It is a term of the Residential Tenancy Agreement that at the end of the tenancy the tenant(s) must return the premises to the landlord in a reasonable condition and in a reasonable state of cleanliness. If the carpets in our opinion are not in a reasonable state of cleanliness at the end of your tenancy, professional carpet cleaners may need to be engaged, with the invoice payable by the tenant. Any cleaning required once keys have been returned for the apartment will be charged to the tenant.

3 Alcohol

The Tenant agrees that the consumption of alcohol is strictly prohibited in any common areas of the building. Alcohol must not be consumed immediately outside the property or any of its common areas at any time.

4 Damages

The Landlord is entitled to reimbursement where damage has occurred other than fair wear and tear.

5 End of Lease

All tenants are to vacate the apartment and return keys to reception by 11AM on the day the Tenancy Agreement expires.

6 Hooks and Nails

The Tenant agrees not to insert any hooks or nails into the walls without written permission from the Landlord. Blu-Tak should not be used as removal may damage the walls.

7 Maintenance

The Tenant agrees to report all maintenance and damage in writing as soon as possible. We cannot act on any repairs until we have your written instructions and authorization. You can report any maintenance via the QR code located in the building.

8 Noise

All Tenants must observe consideration for their neighbours. NO excessive noise is permitted after 10pm to 7am on a weekday and 11pm to 8am on the weekends. Noise disturbances can potentially lead to eviction and / or legal prosecution.

9 Pets

Subject to the Act, a person bound by these by-laws must not without the consent of the Corporation, keep any animal in, or in the vicinity of, a Lot. (By-law 11)

10 Room Move

If Tenant would like to move to another room during the tenancy, the Tenant will need to inform the agent and acknowledge the additional condition for the room moving during the tenancy. There is an administration cost of \$160.00.

11 Smoking

Smoking is prohibited inside the premises at all times.

12 Community Corporation By-Laws

The Tenant agrees to abide by all Community Corporation By-Laws.

13 Common Areas

The Tenant agrees that the common areas are intended for use by all residents.

UniLodge Metro Adelaide: House Rules

Introduction

The House Rules (Rules) are a supplement to the Agreement and form part of the Residential Tenancy Agreement and any applicable legislative provisions aimed at providing guidance and additional information on UniLodge Metro Adelaide policies and procedures.

Tenants are required to comply with the House Rules during their stay. Any failure by Tenants to comply with these Rules will constitute a failure to comply with the provisions of the Residential Tenancy Rooming House Agreement and may lead to disciplinary action including termination of a Tenant's right to reside in the Property.

UniLodge Metro Adelaide Management will give 7 day's written notice to any updates to the Rules. If the update relates to risk and safety, the amendment to the Rules will come into effect immediately.

1 Property Induction

Tenants are required to attend compulsory induction within 72 hours of moving in. The induction covers general fire safety, maintenance, handbook information, health and safety and support service, etc.

2 Property Access and Security

UniLodge Student Living has policies and procedures in place to provide Tenants with a safe and secure environment. However, Tenants must ensure the following measures are taken to maintain an appropriate level of security:

- (1) Room Access card/Key must not be left unattended;
- (2) Room Access card/Key are for individual use only and must not be shared with other Tenants or non-Tenants;
- (3) Ensure that the apartment/ room door closes and locks behind them when leaving or entering;
- (4) Tenants must NOT allow anyone to follow them into the property;
- (5) Tenant must not access unauthorized areas of the property (i.e. roof areas not designed for Tenant's use, back office, control rooms etc.) under any circumstances (6) Tenant must not obstruct access to fire exits, property access points or Room/apartment doors.
- (7) If Tenant is locked out of the room, please contact the Residential Advisors or Reception Staff to gain access to the Room and appropriate identification MUST be provided.
- (8) Cost of replacement for lost Access card and lock out fees are:
- (a) Access Card cost between \$80 per card
- (b) During office Hours FREE of cost
- (c) After Hours Lock out fees
- \$60.00 (Monday to Saturday)
- \$100.00 (Sunday and Public Holiday)
- (9) Lockout Fees APPLY No Exceptions Fees to be paid within 48 hours.
- (10) Tenants must report any suspicious people or behaviour to the UniLodge Metro Adelaide staff; trespassers and any persons deemed to be unauthorized by staff will be asked to leave the property immediately. Please be aware above prices are subject to change.

General Information of Occupancy

3 Additional Furniture

The installation of other furniture into a Tenant's apartment is not permitted unless a written application (with dimensions and all applicable details) is submitted to and approved by UniLodge management.

4 Absent from Your Apartment

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

Every request will be looked at separately depending on the size of the unit and furniture required.

5 Complaints

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

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

- (1) Talk politely and openly to the person involved. It is best to be open and honest and try to resolve the issue with the person directly. This isn't always easy but will give you the chance to voice your concerns personally.
- (2) If you feel the matter has not been dealt with, inform the person that you will take the matter to UniLodge staff (3) If you feel the matter has not been dealt with, you can take the matter to the Customer Service Manager by emailing csm.metroadelaide@unilodge.com.au.

6 Internet

Unlimited internet via Superloop is included in your rent. **7 Utilities**

- (1) Water Usage Tenants must ensure that all taps and showers are turned off completely and not left dripping. Toilets have a dual flush function a half flush instead of a full flush will save 9 litres of water each time it is used. If there are any dripping or leaking taps, please report them to UniLodge Metro Adelaide as a matter of urgency.
- (3) Garbage Collection All Tenants of the Property are responsible for placing their rubbish in the waste bin via the bin chute on each level. All Tenants must place recyclable rubbish only in the recycle bins provided.

8 Room Moving Fee

If you wish to upgrade or simply move to a different room, you can request for a room move by simply sending us an email or speaking to our reception staff. All requests will need to be submitted in writing and are subject to availability. You will be required to pay a room move fee of \$160 and organize departure cleaning from your current room.

9 Room Inspection and Access to Tenant Rooms

UniLodge conduct regular room inspections to identify potential issues and hazards and ensure that health, safety and cleanliness standards are maintained at a high level

Tenants are expected to pass inspections and adhere to the prescribed standard. Repeated failure to pass inspections will result in charges for professional cleaners and/ or removal lists to return the room to the original condition.

UniLodge Metro Adelaide reserves the right to enter any room on the following basis:

Reason for Entry	Notice Period
General Inspection	7-28 days
UniLodge repairs and maintenance	48 hours
Tenant requested maintenance	None
Emergencies (determined by	None
UniLodge team at the discretion) i.e.:	
urgent repairs, concerns around	
Tenant's health and welfare	
Civil and Administrative Tribunal	None
Order	

Rules of Occupancy 10 Access to other Apartments

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

11 Alcohol

UniLodge Metro Adelaide promotes the responsible consumption of alcohol for Tenants over the age of 18. UniLodge opposes excessive consumption of alcohol and binge drinking, as we are home for all Tenants and should not be treated as a drinking place.

All Tenants should be able to study and sleep without being disturbed by other Tenants. While UniLodge permits responsible consumption between friends it opposes groups or individuals who wish to consume more than a few quiet drinks. Alcohol is permissible (if you are over the age of 18) only if consumed within the designated drinking areas. Alcohol is NOT permitted in any area outside of Tenant Apartments/ Bedrooms. Any alcohol is to be consumed in moderation and there is to be no excessive noise. Noisy students will be asked to quiet down or directed to leave the building. Intoxication will under no circumstances be accepted as an excuse for misbehaviour. The full consequences will apply for misbehaviour following any destructive or socially unacceptable acts, inclusive of where the Tenant cannot remember the wrongdoing. Kegs, funnels, yard glasses, beer bongs and other related implements that may encourage rapid consumption are not permitted.

Breakages of glass or items that may cause injury must be reported to UniLodge Metro Adelaide reception or the RA on duty immediately. It is the responsibility of those consuming the alcohol to put all rubbish, including bottle tops, into the bins provided.

Empty alcohol containers must be disposed of appropriately and in a timely manner. Please respect the opening hours of the common areas. UniLodge staff and RA's may end any activity at any time that is deemed in breach of this policy. All empty glass bottles and cans must be properly disposed of in the recycling bins.

12 Behaviour

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

13 Gambling and Gaming

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

14 Cleaning

All Tenants are responsible for the day-to-day cleaning of their apartment, rooms and shared areas clean to ensure the prescribed standards of hygiene and cleanliness are maintained.

For extra help with cleaning please contact Reception for details and cost of our appointed cleaners. You can borrow a vacuum cleaner from reception.

15 Common Property

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

16 Departure Clean

Your apartment has been professionally cleaned and fitted with a new mattress protector and shower curtain, prior to your arrival.

As a condition of your lease, you must leave your premises in the same condition as when you entered it.

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

You are more than welcome to undertake the works yourself.

Should you wish to do so, please contact UniLodge staff to obtain a checklist of items that need to be addressed. Our team will inspect your apartment after you have cleaned it to ensure it meets the expectations prior to releasing the bond. If the cleaning is unsatisfactory, we will engage our professional cleaner at an additional cost. For the cleaning of multi share apartments, please see reception for rates for common areas.

17 Drugs & Illegal Substances

The use of/ or being under the influence of any illegal substance in the building is strictly forbidden. Under NO circumstances are any illegal substances permitted within the complex. Failure to comply may result in

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

18 Eligibility of Tenants

- (1) All Tenants and other occupants must be registered and sign a Residential Tenancy Rooming House Agreement.
- (2) Tenants must not sub-let the apartment and have more the allowed number of Tenant stays in the apartment under any circumstances.

19 Exam and Study Time

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

20 Furniture & Equipment

The furniture, and other items provided in the apartments are to be used for the purposes for which they are made. The Tenant is liable for damage to this property. The Tenant is not permitted to make alterations or additions to the apartment or the furniture and equipment within the apartment, unless the request has been given in writing and approved by management.

21 Noise

All Tenants must observe consideration for their neighbours. If a Tenant is asked to reduce noise from any area within the building by other Tenants, Residential Advisors or management staff, they must do so immediately. Excessive noise is a breach of the Residential Tenancy Rooming House Agreement. If you believe someone is causing noise pollution, please contact Reception or Residential Advisor on duty. If the issue persists, please contact the local Police on 131 444. No excessive noise is permitted as follows hours:

- (1) Monday to Thursday before 7:00am and after 10:00pm;
- (2) Friday, Saturday & Public Holidays before 9:00am and after 11:00pm;
- (3) Sunday before 9:00am and after 10:00pm.

Please use common sense and consideration.

22 Non-Tenants of UniLodge

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

Hosts should be aware of these rules:

- (1) Tenants and their guests at UniLodge are to show respect for
- each other and for our building as members of the UniLodge community.
- (2) Tenants are responsible for their guests and will be held financially accountable for any misconduct on their part.
- (3) Tenants are also responsible for the conduct of their guests and any misconduct, injury to any person or property damage, which they cause.
- (4) Any person whose behaviour is unacceptable, or who is behaving in a suspicious manner will be deemed as social gatherings are an important part of university life and Tenants may gather for social occasions. Tenant's

must consider the aspect of noise, security, and abide by the rules for the use of communal spaces.

23 Pest Control

Tenants are expected to maintain good housekeeping in their room and shared areas and ensure appropriate measures are taken to prevent infestations. If an infestation has been found to be caused by a Tenant, the Tenant will be charged for the cost incurred to eradicate the infestation.

24 Overnight Guests

If you are residing within a shared apartment, an overnight guest is **NOT** allowed.

All Tenants must email guest and stay details and have their guest approved by Metro Adelaide at a minimum of 24 hours prior to the guest's arrival. A guest

can only stay for a maximum of seven (7) consecutive nights at UniLodge Metro Adelaide and will not be permitted to be signed in by another Tenant to extend their stay at the property.

Overnight stays during examination periods will be considered or a case-by-case basis.

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

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

25 Pets

Pets or animals are not accepted at UniLodge Metro Adelaide–this includes fish.

Guide dogs/ registered assistance animals permitted – if required, a tenant must sign a pet lease agreement.

26 Smoking

Smoking of any substance, including e-cigarettes is strictly prohibited in the room and or apartment and all buildings, including all indoor and outdoor common areas such as balconies. As such any costs resulting from the repair and cleaning of any damage caused through cigarette burns, smoke residue or build-up of

nicotine will be charged to the Tenant responsible.

However, if Tenants must smoke, they must exit the building and stand away from the front door of the building.

27 Visitors

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

Building Facilities

28 Common Property

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

29 Reception

Our staff will assist with questions and queries regarding the property, and have a range of knowledge regarding the local area, medical assistance, food, travel, general information etc.

Reception hours are as follows.

Monday to Friday 8:30am - 4:30pm

Saturday / Sunday Closed

Public Holidays Closed

30 Mailboxes

The mailboxes for each individual apartment are located at the reception desk on the ground floor. All mail not collected within one calendar month will be returned to the sender.

31 Laundry Facilities

Tenants are required to provide their own laundry detergent/ powder and any other laundry product they wish to use.

- (1) Tenants must not leave items in the machine after the cycle is finished;
- (2) Tenants are always to keep the laundry area clean and tidy and not to store personal items in the laundry area;

Emergency Procedures

32 Assembly Location

As per attached annexure to the tenancy agreement.

33 Fire Sprinklers & Detectors

Your Apartment is fitted with smoke detectors and sprinklers.

(1) The smoke detectors and fire sprinklers are connected to a

fully automatic fire alarm.

- (2) Any interference with any smoke detector or fire sprinkler is a serious breach and will incur severe fines and will put everyone else in the building at risk.
- (3) Any interference or alteration of any fire exit or fire door is also a serious breach and will incur severe fines.
- (4) Do not leave your apartment door open when cooking or boiling water, as the steam may activate the alarm, automatically calling the Fire Brigade. You will be liable for any costs incurred for the attendance of the Fire Brigade should the cause be identified to have been your fault.
- (5) Make sure you turn the range hood on and if you are experiencing a lot of smoke open the balcony door(s)

DO NOT TOUCH THE SMOKE DETECTORS OR FIRE SPRINKLERS

DO NOT HANG ANY ITEM ON ANY SPRINKLER DEVICE

Touching the fire sprinkler may cause the sprinkler to activate sending hundreds of litres of water into the area, which will flood your apartment and those below. Severe damage costs will be imposed on any person who damages a fire sprinkler.

Smoke Alarms and Fire Callouts - Every time there is a call out the Tenant must pay the callout fee, costing approximately AUD\$1000.

It is important that you understand how the fire alarm works.

34 Criminal Activity

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

35 Cooking in your apartment

All Tenants are strongly recommended to do the following:

- (1) Pull out the exhaust fan above the stove top and have it set to high
- (2) Open balcony door.
- (3) Put your air conditioner onto FAN so that it can circulate air through the apartment.
- (4) If smoke starts to build up immediately stop cooking and clear the smoke before commencing cooking.

THE SMOKE ALARM WILL CONTINUE TO ACTIVATE IF THERE IS TOO MUCH SMOKE IN THE APARTMENT AND IT WILL BE TOO LATE TO STOP THE FIRE DEPARTMENT FROM ATTENDING. CALLOUT FEES APPLY.

Please also remember that it is an offence to cover smoke alarms or tamper with the sprinklers. You may be fined up to \$15,000 for doing this.

Health & Safety

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

36 Building Security

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

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

37 Identification

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

38 Informing Emergency Contact Person(S)

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

39 Intruders

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

Remember:

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

UniLodge has 24-hour video surveillance. If in doubt, please contact UniLodge Metro Adelaide staff.

40 Personal belongings and Insurance

Contents insurance of up to \$5000 per tenant is included as part of your tenancy. Please note you must have proof of ownership to make a claim.

41 Security

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

42 Social Media

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

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

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

Think before you post. The internet has a history of thoughtless posts that users later regret.

Be respectful. UniLodge is committed to showing respect for the dignity of others and to the civil and thoughtful discussion of differing ideas.

If you wish to voice a complaint or disagree with another post, please do so in a polite and constructive manner. Obscenities, personal attacks, and defamatory comments about any person, group, organisation or belief will be removed.

Be accurate. Please check your facts before you post and ensure you use the most up to date information available. Cite - and link to - sources wherever possible. If you have made an error, correct it visibly and apologise. Posts containing factual errors may be removed or corrected.

Be honest. Be honest about who you are. State your sources when quoting others.

Be ethical. Ensure your posts are fair to all concerned and do not exploit others in any way.

Don't breach copyright. Be particularly careful in regard to music (including video soundtracks), videos and photographs.

Add value and don't spam. Supply and share information that is relevant and of interest to the Uni Lodge community.

Don't use UniLodge sites to promote businesses, causes, ideologies or political parties. Any posts of this kind will be removed.

Protect your privacy. Your comments are visible to all. Never include yours or others phone number, email address, home address or other personal information in a post. Adjust the privacy settings on your social media sites to only disclose information you are happy for others to see.

UniLodge recognises that your personal social media accounts are your private property and does not require you to engage with UniLodge online.

By-Laws Community Corporation 25494 Inc. (Summary)

30 Victoria Street, Adelaide

Common Property is the term used to describe areas that are shared by everyone here and includes the foyer, all hallways, lifts and indoor and outdoor common areas. These areas are meant to be shared and enjoyed by all UniLodge Metro Residents. Please make sure that you and any guests look after these areas and let everyone else enjoy these areas also. If you find that something is broken or not working, please let us know. If somebody is breaking any rules in the area again, please let us know. A full copy of the By-laws is available from Reception. Some important By-laws that you need to understand are: 5.3 - play cricket or golf or any other game in such a manner as to interfere with the safety or comfort of any other person

- 5.7 use any language or behave in a manner likely to cause offence or a nuisance or embarrassment to others 5.8 cause or allow loud noise or any other nuisance or disturbance to be made
- 5.10 interfere with others use or enjoyment
- 8.5 interfere with any fire alarms, sprinkler system, air conditioning or other machinery installed in the lot or in the building
- 11 a person bound by these by-laws must not without the consent of the Corporation, keep any animal in, or in the vicinity of, a Lot.
- 16.3 interfere, or allow visitors to interfere, with others in the enjoyment of their rights in relation to lots or Common Property
- 16.5 throw, roll or discharge any stone substance or missile to the danger of any person on the common Property
- 16.6 deface, paint, write, cut names or letters or make marks on or fix bills or advertisement to any part of the Common Property
- 16.7 consume alcohol in ANY shared or designated area 20 the Corporation may remove any person from a part of the Community Parcel who is found committing a breach of a by-law. If you are breaking any of these rules you may be fined up to \$1,000. More serious breaches can be as high as \$15,000.

tenant.		
Number of keys provided		1
Number of Swipe Cards provided		1
Consumer & Business Services Brochure provided		\checkmark
Ingoing Inspection Report & Inventory provided (To be returned to Reception within 14 days)		\checkmark
Copy of the lease provided		\checkmark
Student Handbook provided		\checkmark
Signed by the Tenant	Date	
Signed by the Proprietor/Agent	Date	

By signing this agreement, you agree to all that is contained and annexed as part of this Rooming House Agreement. You acknowledge that this is a legally binding document between the landlord and yourself, the