Licence to Occupy

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This Agreement is made on Click or tap to enter a date.

Parties

1 **Footscray Student Accommodation Pty Ltd** (ABN 27 601 000 355) registered in Victoria of [Level 33, 101 Collins Street, Melbourne VIC 3000] (the ***Owner***).

2 **(Resident Name)** 101 Ballarat Road, Footscray VIC 3011 (the ***Resident***).

Details (Full Name)	**(Resident Name)**
Building	UniLodge Victoria University
Resident Handbook	**The resident handbook for the building issued by the Owner or on its behalf and including any variations notified to the Resident**
Apartment	**Apartment Type**
Commencement Date	Click or tap to enter a date.
Termination Date	Click or tap to enter a date.
Occupancy Fee	**$ Per Fortnight**
Security Deposit	**$1300**
UNIVERSITY Student ID	Click or tap here to enter text.

The parties agree as follows

1 Licence to Occupy and Residential Tenancies Act

This is not a Residential Tenancy Agreement for the purpose of the *Residential Tenancies Act 1997 (VIC)*.

2 The Owner's Obligations

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

(a) occupy the Apartment.

(b) have the use of the fixtures, fittings and furnishings in the Apartment; and

(c) have access to the services provided under the terms of this Licence to Occupy by the Owner (the ***Services***).

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3 Resident's Obligations

3.1 General

(a) The Resident shall pay:

(i) the Occupancy Fee from the Commencement Date and on every agreed instalment date thereafter always in advance; and

(ii) all sundry charges for telephone, cleaning or other services (which shall be separately charged to the Resident and payable in full on the date coinciding with the next Occupancy Fee instalment date after the date on which they are accrued.

(b) The Resident agrees that any rights which the Resident may be granted pursuant to this Licence to Occupy are always and shall remain always subject to the exclusive right of the Owner to have possession and control over the Apartment. The Resident agrees that, subject to the Resident's rights in clause 5, the Owner may exercise unrestricted control over, access to and always use of the Apartment during the term of the Resident's Licence to Occupy.

(c) Subject to clause 10, the Resident also understands that he/she is not allowed to arrange substitute occupants. Residents are not allowed to pass on their Licence to Occupy to a friend or another person.

(d) The Resident agrees to give the Owner management 4 weeks written notice if they intend to break their Licence to Occupy before the Termination Date (also see clause 6(f) as breach provisions apply even after notice period has lapsed).

(e) In addition to the Resident's obligations as set out in this Licence to Occupy, the Resident covenants as follows:

(i) to use the Apartment (or share the Apartment as the case may be) as the Resident's private residence and not do anything or allow anything to happen in the Apartment or in the Building to the annoyance or nuisance of the Owner or any other resident or person occupying an Apartment or part of the Building and shall not do anything or allow anything to happen which may invalidate or lead to the increase in the premium of any insurance policy in relation to the Apartment or the Building;

(ii) to keep the Apartment in good order and condition as at the Commencement Date.

(iii) not, without the prior written consent of the Owner, to make any alterations or additions to the Apartment or improvements nor to remove any fixture, fitting or piece of equipment of any nature whatsoever.

(iv) not to assign, sub-let, transfer, convey or in any way deal with the rights created under the terms of this Licence to Occupy and always retain control and occupation of the Apartment and the improvements.

(v) to use the Building's services including the mechanical services of the Apartment or the Building only for the purposes for which they are constructed and shall not do, permit or suffer to be done any act or thing which might affect or damage them and any damage caused by misuse shall be made good by the Resident or at the Resident's cost.

(vi) shall not obstruct any of the public areas of the building or any part.

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(vii) shall not use any equipment which will or is reasonably likely to overload the cables, switchboards or sub-boards through which electricity is conveyed to the Apartment or contained in the building.

(viii) shall comply in every respect with all lawful notices and directions given to the Resident by the Owner or its authorised representative.

(ix) give immediate notice to the Owner of any infectious illness occurring in the Apartment and shall, if required by the Owner, thoroughly fumigate and disinfect the Apartment to the satisfaction of the Owner and any health authorities having jurisdiction with respect to same.

(x) to comply with the rules and regulations made by the Owner in accordance with the Resident Handbook.

3.2 Cleanliness and damage to the Apartment

(a) The Resident must keep the Apartment in a clean and tidy condition during the term of this Licence to Occupy.

(b) The Resident must take reasonable care to avoid damaging the Apartment and any common areas.

(c) The Resident must give notice to the Owner of any damage to the Apartment as soon practicable.

3.3 Behaviour

(a) The Resident agrees not to engage in unacceptable behaviour that includes, but is not limited to:

(i) intentionally causing injury or harm to another person.

(ii) real or perceived violence or threat of violence.

(iii) causing damage to the property of the Owner or property contained in the building.

(iv) producing excessive or loud noise.

(v) not respecting the rights, attitudes and beliefs of other persons.

(vi) behaving in an offensive or threatening manner; or

(vii) threatening the safety or well-being or harassing another person.

(b) If the Resident's behaviour is deemed unacceptable by the Head of the Building, an Office Bearer or another Staff Member, the Head of the Building may take such action as deemed necessary, including:

(i) termination of this Licence to Occupy in accordance with clause 7.

(ii) removal from the building.

(iii) probation.

(iv) fine.

(v) community service; and

(vi) apology.

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3.4 Handbook, Statues, Rules, Orders, Policies, Procedures and Directions

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

The Resident acknowledges that the Resident has reviewed and agree to comply with and uphold the Statutes, Rules, Orders, policies and procedures of Victoria University as published and available on the website:

The Resident agrees to abide by the directions given by any employee of operator of the building or their staff.

4 The Owner's Rights

Without limiting in any way clause 3.1:

(a) the Owner shall have the right to enter and view the Apartment and the condition of the Apartment at all reasonable times on reasonable notice provided that, an employee of the Building or the Head of the Building may enter the Apartment without notice if that person reasonably believes that there is an urgent need for them to do so.

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

(c) the Owner shall at all reasonable times have the right to enter the Apartment if required in order for it to comply with any statutory or other requirements.

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

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

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

5 Resident's Rights

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

(a) quiet enjoyment of the Apartment (subject to rights of other residents that may share the Apartment);

(b) occupy or share the Apartment; and

(c) use the Services,

from the Commencement Date until the Termination Date referred to in this Licence to Occupy.

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6 Security Deposit

(a) The Resident shall pay the Security Deposit to the Owner to be held by the Owner on behalf of the Resident during the term of this Licence to Occupy or any further period in which the Resident may occupy the Apartment. At the time that the Resident ceases to occupy the Apartment and provided the Apartment is in a clean and habitable condition and no damage has been caused to any part of the Apartment or its furniture, fittings or equipment, the Security Deposit shall be repaid to the Resident without deduction within fourteen (14) days of the Resident vacating the Apartment subject to clause 6(c).

(b) If in the opinion of the Owner the Apartment is left by the Resident otherwise than in a clean, habitable and undamaged condition, the Owner may at its discretion apply such amount or amounts as may be necessary from the Security Deposit to restore the Apartment to a clean, habitable and undamaged condition. If the Security Deposit is insufficient to meet the cost of such restoration, the Resident shall pay the Owner on demand the amount by which the cost of such restoration exceeds the Security Deposit. If the cost of such restoration is less than the Security Deposit, the amount by which the Security Deposit exceeds the cost of such restoration shall be repaid to the Resident.

(c) The Owner shall also be entitled to deduct from the Security Deposit any arrears of the Occupancy Fee or other outstanding charges which may be owing at the time.

(d) At the Commencement Date the parties shall each complete and sign a condition report and a copy shall be retained by each party.

(e) The Resident acknowledges and agrees that any interest earned on the Security Deposit belongs to the Owner, shall not form part of the Security Deposit and shall not be payable to the Resident in any circumstances.

(f) The Resident acknowledges and agrees that if he/she has breached the Licence to Occupy:

(i) the Occupancy Fee must be paid until another Resident is found and commences his/her residency, or until the Licence to Occupy ends, whichever occurs first.

(ii) if the Occupancy Fee is not paid, then it will be deducted from the Security Deposit; and

(iii) Should the amount of the Security Deposit be insufficient to cover the Occupancy Fee the Resident will be liable to pay the difference.

7 Default by a Resident

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

(i) the Resident fails to pay an amount due under clause 3.1 on its due date and such amount remains unpaid for seven days (whether or not any formal or legal demand shall have been made); or

(ii) the Resident, breaches or permits or allows to occur any breach or default in performance and observance of any of the provisions of this Licence to Occupy or the rules and regulations set out in the Resident Handbook and such breach or default continues for fourteen (14) days after the service of a notice on the Resident requiring the Resident to remedy the same, subject to clauses 7(a)(i) and (iv); or

(iii) the Resident resorts to or takes advantage of any law for the protection of insolvent people, becomes bankrupt or commits an act of bankruptcy; or

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(iv) The Resident commits an act which justifies 'immediate eviction' which is outlined in the Rules of Occupancy in the Resident Handbook.

If any one or more Events of Default set out in Clauses 7(a)(i) to (iv) inclusive occurs, it shall constitute and be deemed to be a repudiation of this Licence to Occupy by the Resident giving rise to the right of the Owner to terminate this Licence to Occupy and withdraw the Services and on reasonable notice shall have the right to accept such repudiation and re-enter the Apartment whereupon any rights created under this Licence to Occupy in favour of the Resident shall be terminated.

(b) The Owner may expel and remove the Resident without being guilty of any manner of trespass and without prejudice to any action or other remedy which the Owner has or might or otherwise could have had for arrears of the Occupancy Fee or Sundry Charges or breach of covenant or for damages flowing from such repudiation and its acceptance and any termination and forfeiture of this Licence to Occupy.

(c) The Owner shall be entitled to recover any loss arising from the default of the Resident including the Owner's loss of the benefit of the Resident performing its obligations from the date of termination to the Termination Date. From the date of termination, the Owner shall be freed and discharged from action, suit, claim or demand by or obligations to the Resident under or virtue of this Licence to Occupy.

(d) The Owner may upon re-entry remove from the Apartment any fixtures and fittings of the Resident or personal property of the Resident and store them in a public warehouse or elsewhere at the cost and for the account of the Resident without being deemed guilty of conversion or become liable for any loss or damage occasioned provided however that the Owner shall not be under an obligation to store any such fixtures, fittings or personal property for a period in excess of three months from the date of re-entry and at the expiration of such period such fixtures and fittings or personal property may be sold by the Owner and the Owner may deduct from the proceeds the costs of removal, storage, preservation, and insurance (if any) of such fixtures and fittings and arrears of Occupancy Fee and any other monies owing by the Resident to the Owner pursuant to the terms of this Licence to Occupy.

(e) Any notice required to be served under this Licence to Occupy shall be sufficiently served on the Resident if served personally or if delivered to or left at the Apartment or forwarded by prepaid post to the last known place of abode of the Resident and shall be sufficiently served on the Owner if addressed to the Owner and left or sent to its address set out in this Licence to Occupy.

8 Academic Progress

The Resident agrees that:

(a) the Resident is required to notify, in writing within 2 working days, the Head of the Building of the completion, termination or suspension of the Resident's course of study.

(b) if the Resident's course of study is completed, terminated or suspended, the Owner may terminate this Licence to Occupy; and

(c) the Head of the Building, and other staff of the Owner or its contractors may access the Resident's enrolment details for the purposes of determining the Resident's status as a student at Victoria University.

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9 Privacy

9.1 Information collected

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

9.2 Use and disclosure of information

The Owner may share personal information with Victoria University and other affiliated entities and with third parties including any related entity of the Owner. The Owner may also share personal information with other service providers including organisations that assist them by providing archival, auditing, consulting, mail house, delivery, technology and security services.

9.3 Access to information

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

9.4 Use of personal information

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

10 Indemnity

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

(a) damage to the Apartment, other areas of the building, goods or chattels of another person or the Owner or any other loss, injury or death caused or contributed to by the Resident's act, negligence or default.

(b) breach of the terms of this Licence to Occupy by the Resident or any termination of this Licence to Occupy by the Owner; and

(c) the Owner or its contractors doing anything the Resident is required to do under this Licence to Occupy but has not done or which the Owner considers the Resident has not done properly.

11 Exclusion of Owner Liability

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

(a) damage, loss, injury or death except to the extent it is caused or contributed to by the Owner.

(b) any act or omission of any other resident or person in the building; or

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(c) any malfunction, breakdown, interruption or failure in relation to the supply of services to the Building or Apartment.

12 Acknowledgment

(a) The Resident acknowledges and declares that no promise, representation, warranty or undertaking either express or implied has been given by or on behalf of the Owner as to suitability of the Apartment or the Services for the needs of a particular Resident.

(b) The Resident acknowledges that the rights created by this Licence to Occupy are rights personal to the Resident and do not create any estate or interest in the Apartment or the Building.

(c) The Resident acknowledges that all the fixtures, fittings and furnishings in the Apartment are the absolute property of the Owner.

(d) The Resident acknowledges that he or she:

(i) has received a copy of Attachment 1 to this Licence to Occupy and the Resident Handbook; and

(ii) has been given an opportunity to read them both and seek independent advice prior to signing this Licence to Occupy; and

(iii) will comply with them.

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

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EXECUTED (date)_____

Signed for and on behalf of **Footscray Student Accommodation Pty Ltd**:

Signature
(Footscray Student Accommodation Pty Ltd)

Zachary More

Print Name
(Footscray Student Accommodation Pty Ltd)

Signed by ***Resident***

Resident Signature

(Resident Name)

For Under -18 (ONLY)

Print Guardian Name

Guardian Signature

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Attachment 1

Licence Continuation Clause

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

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

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

All other terms of the Licence to Occupy remain the same unless otherwise notified.

Resident Payments

Occupancy Fees - Occupancy fees are to be paid fortnightly in advance from the commencement date and on the agreed upon date set by the operator thereafter. NB. Any partial months will be calculated on a nightly pro-rata basis (derived from the weekly rate). The Fortnightly Occupancy Fee is calculated as: The Weekly Rate x 2 weeks

Sundry Charges – If any sundry charges are incurred, they must be paid in full in conjunction with the Occupancy Fee.

Early Termination Fee – equivalent to 1 week's current Occupancy Fee paid prior to departure. This amount cannot be deducted from the Security Deposit.

Reservation / Administration Fee – a non-refundable fee of **$170.00*** will be charged to all new Residents. This is due on or before the arrival date.

Cleaning Fee – A charge of **$275.00*** per person will apply when a Resident departs their apartment at the end of their Licence to Occupy or when they break the fixed term of their Licence to Occupy. If further cleaning is required a rate of **$90.00***/hour will apply. This fee is payable on arrival

Apartment Move Fee – a charge of **$120.00*** will apply to Residents who wish to move from one apartment to another within UniLodge Victoria University NB. A new Cleaning Fee will also apply to the new room.

Repairs and Maintenance - general maintenance of the apartment is provided but does not include durable goods such as light globes and toilet paper. These are the Resident's own responsibility.

The Resident is liable for any damage or loss caused by negligence or misuse and will be charged for labour and any associated costs.

Car parking (optional) - Resident parking is available opposite the complex at the University's Car Park. Victoria University has arranged special parking rates for UniLodge Victoria University residents This fee will be included in the Sundry Account and is payable in conjunction with the Occupancy Fee.

Replacement Keys and Proximity Cards - the cost to replace either the keys or card is the Resident's responsibility.

NB: The above charges are subject to change

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