UNSW Student Accommodation

2027 Licence Agreement

Important Information

Please read this agreement carefully. It explains your legal rights and responsibilities. If you have questions about this agreement, contact the UNSW Student Accommodation Office or get independent advice.

When you sign this agreement, it becomes binding and you must comply with it.

Agreement Details

Parties	Name	The University of New South Wales		(**UNSW**, **we**, **us**, **our**)
	ABN	57 195 873 179		
	Name	Family Name First Name		(**you**, **your**)
	UNSW zID			
	Email			
	Phone			
Accommodation Details	Building			
	Room Type			
	Accommodation Type		Catered	
Accommodation Fee				
Residency Period	Start Date			
	End Date			

If you are offered a Term Agreement, you must give us evidence that you will complete your course at the end of the Term. If you cannot meet this requirement, the Residency Period will automatically revert to the full accommodation term for the relevant Accommodation Type. See clause 9(b) for details.

Execution

Executed as an agreement.

Signed for and on behalf of **UNSW** by its authorised representative:



.....
Signature of UNSW authorised representative

.....
Name

.....
Job title

.....
Date

Signed by **Student**:



.....
Signature of Student

.....
Date

General Terms

Part 1 About this agreement

1. Purpose

This agreement explains:

- your right to live in the Room and use the Building and Common Property;
- your responsibilities while living in UNSW Student Accommodation; and
- our rights and responsibilities as the accommodation operator.

When you sign this agreement, you agree to follow these terms.

2. Definitions

Words starting with a capital letter have specific meanings. These are set out in Part 12 Definitions.

3. Nature of this licence

(a) This agreement is a licence. It is not a lease or tenancy. You can occupy the Room during the Residency Period on the terms of this agreement, but you do not have any rights as a tenant, including any right to exclusive possession or any legal estate or interest in the Room, the Building or any furnishings provided by us.

(b) During the Residency Period (and any holding over period), we retain legal possession and full control of the Room, the Building and the furnishings provided by us at all times, and may use it for any purpose we consider appropriate, acting reasonably.

4. No assignment or sublicensing

This agreement, and your right to occupy the Room, are personal to you. You must not assign your rights under this agreement or sub-licence the Room to any other person.

5. Our role as accommodation operator

We manage and operate the accommodation. This includes:

- allocating and re-allocating Rooms as we consider appropriate;
- managing the Building and all Common Property; and
- making reasonable decisions about safety, wellbeing, maintenance and day-to-day operations.

Our specific rights are set out in more detail in this agreement.

Part 2 Eligibility and enrolment requirements

6. Enrolment requirements

6.1 Student enrolment requirement

You must:

- ✓ be enrolled as a Student when you sign this agreement; or
- ✓ be eligible to enrol as a Student before the Start Date.

You must also:

- remain a Student during the Residency Period.

6.2 What happens if you are not enrolled when you sign this agreement?

If you are not enrolled as a Student when you sign this agreement, you must tell us:

- within 5 Business Days after your enrolment is confirmed; or
- within 48 hours after you are told that your application was unsuccessful.

You must also give us copies of documents showing the outcome of your application if your application is unsuccessful.

6.3 What happens if your enrolment is not confirmed?

If your enrolment as a Student is not confirmed, this agreement will automatically end on the date you notify us under clause 6.2. You must vacate the Room and pay the Cancellation Fee set out in Annexure B.

6.4 What happens if you stop being a Student?

You must tell us within 5 Business Days if you stop being a Student at any time during your Residency Period.

ⓘ If you complete your studies at the end of Term 3, you will remain a Student during the Summer Period for the purpose of this agreement. Completion of your studies at that time does not give you a right to terminate this agreement.

7. Guarantee needed if you are under 18 years old

If you are under 18 years old when you sign this agreement:

- a parent, guardian, or another person aged 18 years or over must complete and sign the Guarantee Deed Poll on your behalf;
- you must give the signed Guarantee Deed Poll to the UNSW Student Accommodation Office when you sign this agreement; and
- this agreement only takes effect once we receive the signed Guarantee Deed Poll.

Part 3 Room allocation, use and occupation

8. Your right to occupy the Room

We grant you a licence to live in the Room and use the Common Property on the terms of this agreement.

9. Residency Period

(a) You may occupy the Room from the Start Date until 10am on the End Date during the Residency Period, unless this agreement ends earlier under clause 33 or we agree in writing to extend the End Date or move-out time.

(b) We will tell you the time you can move in on the Start Date.

(c) If the Agreement Details state that your Residency Period covers one term only (i.e. Term 1, Term 2 or Term 3), you must give us evidence before the Start Date that you will complete your course at the end of that Term. If you do not provide this evidence, or you do not meet this requirement, the Residency Period will automatically change to the full accommodation term for your Accommodation Type.

10. Room allocation and changes

10.1 Room allocation

(a) We will allocate a Room in the Building to you before the Start Date. The Room Type and Accommodation Type are set out in the Accommodation Details. We will decide the exact location of the Room.

(b) You must only occupy the Room allocated to you. You must not move into another room in the Building without our prior written consent. We will not unreasonably withhold that consent.

10.2 Requesting a Room change

(a) You may ask to move to another room in the Building or the accommodation. To do this you must:

- ✓ complete our Residency Transfer Form; and
- ✓ pay the Room Transfer Fee set out in the Accommodation Fee Schedule.

We will consider your request based on the availability of another room and any internal approvals we require.

(b) We will only consider your request if you have:

- ✓ paid all outstanding Accommodation Fees; and
- ✓ paid any other amounts payable under this agreement.

(c) We do not guarantee that your request will be approved. If we approve your request, we may require you to enter into a new licence agreement for the new Room.

10.3 When we may move you

(a) **Summer Period, repairs or community wellbeing**

We may move you to another Room in UNSW Student Accommodation that is of an equal or better standard by giving you at least 14 days' notice:

- during the Summer Period; or
- if we reasonably consider the move necessary or desirable.

ⓘ For example, this may be to carry out repairs or maintenance, avoid difficulties between residents in the Building, meet the specific needs of a resident, or use the Room for another purpose.

(b) **Immediate move or relocation**

We may temporarily relocate you to another Room if we reasonably consider it necessary to:

- protect the health, safety or wellbeing of you or other residents;
- address misconduct;
- manage a health or safety hazard; or
- investigate or respond to allegations of misconduct or a health or safety concern.

We can relocate you immediately or after giving notice, depending on the circumstances and the nature of the conduct or health and safety issue.

ⓘ Misconduct may include behaviour that threatens the safety, wellbeing, or peaceful enjoyment of other residents, repeated breaches of the Accommodation Rules, harassment,

intimidation, violence, property damage, or other significant disruption to the residential community.

(c) **Emergencies**

We may move or temporarily relocate you to another Room in UNSW Student Accommodation without notice if there is an actual or suspected Emergency.

10.4 What happens if you are moved or relocated

(a) If we ask you to move or temporarily relocate, you must do so within the time we give you. If you do not, we may move your belongings to the new Room or to storage.

(b) If we move you temporarily:

- ✓ you must leave the temporary Room and return to your original Room when we ask you; and
- ✓ if you do not return within 48 hours of our request, we may move your belongings to the original Room or to storage.

(c) This agreement continues to apply if you move to another Room.

10.5 Accommodation Fees if you move

If you move to a Room with a lower Accommodation Fee:	You will pay the lower Accommodation Fee while you stay in that Room.
If you move to a Room with a higher Accommodation Fee, at your request under clause 10.2:	You must pay the higher Accommodation Fee until the End Date.

10.6 Our decisions about Room allocation and relocation

We consider a range of factors when deciding whether to move you or temporarily relocate you. These include the safety and wellbeing of all residents, confidentiality, mental health and student welfare. We decide how rooms are allocated. We may not be able to give you detailed reasons for any move or temporary relocation.

10.7 Vacancies

We manage and advertise any vacant rooms in the Building. We decide which applicant is offered a room and how rooms are allocated, as we consider appropriate.

11. Liabilities

11.1 You occupy the Room at your own risk

You occupy the Room, Common Property and the Building, including its facilities and services, at your own risk. You should consider taking out contents insurance for personal items you keep in the Building.

You release us from all claims, injury, demands, loss or damage of any kind (including personal injury, death or loss of or damage to personal items) suffered by you or your guests while in or near the Building, except to the extent the injury, loss or damage is caused by our negligent act or omission.

11.2 When joint and individual liability applies

The Agreement Details state whether more than one resident may occupy the Room.

If single occupancy applies:	You are solely responsible for all expenses, costs, fees, charges and damage arising from your use and occupation of the Room.
If more than one resident may occupy the Room:	You and each other resident are jointly and severally responsible for all expenses, costs, fees, charges and damage arising from the use and occupation of the Room. This includes any loss or damage if you or another resident fails to lock the windows or doors.

12. Room furnishings

(a) The Room is partly furnished. You must provide any additional furniture, equipment or other items you need, subject to the restrictions in this agreement.

(b) You must not remove any furniture, fixture or fitting from the Room, the Building or the Common Property without our prior written consent.

(c) You must not move large objects or furniture through the Common Property unless you tell us and give us a reasonable opportunity to have a representative present.

13. Guests

(a) You are responsible for the conduct of your guests, including any damage they cause or contribute to.

(b) You must make sure your guests do not disturb other residents. This applies in the Room, the Building and on Common Property.

(c) You must not have an overnight guest without our prior approval. Approval is only given in exceptional circumstances and must be requested at least 5 Business Days in advance. You must submit your request to the Dean of the College or the Operations Manager (for UNSW Apartments only).

(d) The Dean of the College, Operations Manager or Director of Student Accommodation may impose reasonable conditions on guest access for safety, privacy or community wellbeing. This may include restrictions for certain Apartment types or times. If they have concerns, they may require the guest to leave immediately. You must ensure your guests comply with these requirements.

14. Restrictions on running a business

(a) You must not run or operate a business from the Room, the Building or the Common Property in a way that:

(i) uses the UNSW name, logo or branding; or

(ii) suggests the business is connected with, endorsed by, or associated with UNSW.

(b) If you carry on any business, you must ensure that:

(i) you do not invite or allow customers, clients or members of the public to attend the Room, the Building or the Common Property;

(ii) the activity does not cause disruption, nuisance or inconvenience to other residents;

(iii) the activity does not create any safety or security risk;

(iv) the activity is lawful and complies with all applicable laws, regulations, licences, permits and approvals;

(v) the activity does not expose us to any legal, regulatory, reputational or operational risks; and

(vi) you comply with our reasonable directions.

(c) You must immediately stop any business or commercial activity if we reasonably direct you to do so.

Part 4 Condition, maintenance and repairs

15. Condition and maintenance of the Room

15.1 Condition report

(a) We provide the Room in the condition set out in the Condition Report.

(b) You must inspect the Room and complete the Condition Report within 2 Business Days after the Start Date. If you do not, you may be responsible for any existing damage at the end of this agreement.

15.2 Maintenance of the Room and the Building

You must:

- ✓ keep the Room and the Common Property reasonably clean and tidy at all times;

- promptly remove rubbish belonging to you or your guests from the Room, the Building and the Common Property, and place it in the communal rubbish areas we allocate. You must use garbage chutes in line with the instructions displayed near them;
- notify us as soon as practicable of any damage to the Room or the Common Property;
- not attach any item, furniture, fixture or fitting (including posters, pictures or wall hangings) to walls, doors or other surfaces;
- not install, keep or use portable air conditioners, personal washing machines or electric clothes dryers in the Room, the Building or the Common Property;
- not hang washing, towels, bedding, clothes or other items where they can be seen from outside the Building (for example, on balconies); and
- not store personal items, including furniture, bicycles, clotheslines or suitcases in the Common Property or on the balcony of the Room (whether temporarily or permanently). This does not include outdoor furniture.

15.3 Repair costs

You must pay all reasonable costs to repair any damage to the Room so it is in the same condition as at the Start Date (fair wear and tear excepted) as shown in the Condition Report.

Attaching posters, pictures, hooks, nails or wall hangings may damage the Room and require repairs, including patching and repainting. Those repair costs may be up to $1,000.

15.4 Maintenance obligations if you live in a UNSW Apartment

(a) This clause 15.4 applies if you live in a UNSW Apartment.

(b) You must work with your flatmates to keep the communal spaces of the UNSW Apartment free from rubbish and reasonably clean and tidy at all times.

(c) The fortnightly cleaning charge in your Accommodation Fee does not cover rubbish removal or extra cleaning if the communal spaces are excessively dirty.

(d) If a cleaner tells us that the communal spaces are excessively dirty or contain rubbish, we may enter and inspect the UNSW Apartment under clause 27.1.

(e) You and your flatmates are jointly responsible for the full amount of any charges for the communal spaces of the UNSW Apartment under this agreement, including rubbish removal, extra cleaning or damage. We may require any one of you to pay all or part of those charges.

16. Repairs

(a) You are responsible for the reasonable costs to repair or fix the Room during the Residency Period if you or your guests cause or contribute to the damage. These costs may include services provided by UNSW Protective Services, UNSW Estate Management or external tradespeople, such as locksmiths, plumbers, electricians, glaziers, pest controllers or the fire brigade. You are not responsible for costs caused by reasonable wear and tear or circumstances outside your control.

(b) You may be charged for a service call if either you or we arrange a repair notice (and we have given you any required notice under this agreement) and the tradesperson cannot access the Room because you are not available.

(c) You must report repairs based on urgency as follows:

For non-urgent repairs:	You must submit a maintenance request through the UNSW Student Accommodation StarRez Portal. We will review the request as soon as practicable during Business Hours.

For urgent repairs during Business Hours:	You must contact the UNSW Student Accommodation Office by emailing accommodation@unsw.edu.au.
For urgent repairs outside Business Hours:	You must contact UNSW Protective Services on +61 2 9385 6666, who are responsible for co-ordinating a response.

Part 5 Conduct and community standards

17. Your conduct

17.1 UNSW Code of Conduct and Values and UNSW Student Accommodation Handbook

You acknowledge that:

- the UNSW Code of Conduct and Values applies to all conduct in the Building, and you must comply with it. It is available at https://www.unsw.edu.au/governance/policy/policy-hub/codeofconductandvalues; and
- you have access to the UNSW Student Accommodation Handbook (**Handbook**), which explains how the Building and the accommodation operate. The Handbook does not form part of this agreement.

If you breach the UNSW Code of Conduct and Values, you also breach this agreement. We may take action, including ending this agreement under clause 33.2.

17.2 Your responsibilities

You must:

- show original photo ID (for example, a passport, driver's licence or student ID) to the UNSW Student Accommodation Office and give us a copy when you check-in or within 72 hours;
- keep your contact details up to date by updating the Student Accommodation Office database or telling the UNSW Student Accommodation Office about any changes;
- follow our reasonable directions and co-operate with us to respond to:
  - any actual or suspected Emergency; and
  - COVID-19 or other pandemic, epidemic, local disease outbreak, public health emergency or quarantine, including if we ask you to:
    - wear a face mask, check-in or be screened before entering the Building; and
    - comply with all applicable laws, NSW Health requirements, public health orders and safety plans;
- complete the accommodation induction process when reasonably required. This includes completing online modules before check-in and attending at least one orientation session within one month after check-in (or at the earliest available session during the Term);
- complete any mandatory resident training when reasonably required;
- comply with all laws relating to the Room and the Building, comply with any lawful notice from an authority, and tell us within 5 Business Days if you receive any notice;
- follow our reasonable directions and comply with quiet hours during official University exam periods; and
- be adequately clothed on Common Property and balconies.

17.3 Serious misconduct

You must not:

- threaten, abuse, intimidate or harass any UNSW staff, resident, tradesperson, contractor (including cleaning or catering staff) or co-occupant, whether directly or indirectly, including through online or other communications; or
- engage in gender-based violence. This includes any physical or non-physical violence, harassment, abuse or threats based on gender that cause, or are likely to cause, harm, coercion, control, fear, or a loss of liberty or autonomy.

If you breach this clause 17.3, we may immediately terminate this agreement under clause 33.2(a).

17.4 Prohibited conduct

You must not:

- create or allow unreasonable noise that is likely to disturb others in or around the Building, including residents, neighbours or the public;
- smoke or vape any substance (including medication prescribed to you) in the Room, the Building, the Common Property or areas outside the Building;

  Smoking and vaping is prohibited on all University premises and grounds under the Smoke Free Environment Policy, available at https://www.unsw.edu.au/governance/policy.
- use skateboards, roller skates or similar devices in or around the Building, including Common Property;
- use language or behave in a way that may offend, embarrass or cause discomfort to others;
- engage in any illegal behaviour in the Room, the Building or the Common Property;
- throw or leave rubbish or other materials on the Common Property in a way that might disturb other residents or Building users. You must not litter the Building, its surrounds or Common Property, including by discarding cigarette butts;
- keep any pets in the Room or the Building. This includes all animals, fish, birds and reptiles. It does not include guide dogs or hearing dogs that you have notified us about before entering into this agreement;
- use a BBQ or other cooking equipment on the balcony of the Room;
- connect or use networking devices (such as routers, hubs or switches) on data ports, or interfere with UNSW network devices;
- damage, alter or add to any part of the Room, the Building or the Common Property without our written consent;
- allow a child under your control to play in indoor Common Property without close adult supervision. This does not prevent unsupervised play in safe outdoor Common Property areas (such as a lawn); or
- use any part of the Common Property as a garden or damage any lawn, garden, tree, shrub, plant or flower on Common Property.

18. Alcohol, illegal drugs and prohibited items

18.1 Alcohol

You must not:

- ✗ possess or consume alcohol if you are under 18 years of age;
- ✗ supply alcohol to anyone under 18 years of age;
- ✗ consume or store alcohol in any designated alcohol-free area in the Room, the Building or the Common Property;
- ✗ make, sell or distribute alcohol in the Building;
- ✗ consume alcohol in a way that affects the welfare of others, causes disruption or damage, or is likely to harm our reputation;
- ✗ do, or allow, anything that is inconsistent with the responsible consumption of alcohol; or
- ✗ take part in any drinking games or competitions. Drinking games and competitions are not permitted in any part of UNSW Student Accommodation, including in any Room or the Common Property.

18.2 Illegal drugs and weapons prohibited

You must not:

- ✗ use, possess, make, sell or distribute illegal drugs or substances, misuse prescription medication, or possess equipment used for illegal drugs, substances or medications. If you are found with illegal drugs or substances or medication not prescribed to you, we may confiscate them and may report the matter to police; or
- ✗ use or possess weapons (including swords, knives or similar items), firearms (including guns) or related items in the Room, the Building, the Common Property or surrounding areas.

If you breach this clause 18.2, we may immediately terminate this agreement under clause 33.2(a).

19. Consequences of misconduct

You engage in misconduct if you:

- repeatedly breach this agreement;
- breach your responsibilities under:
  - clause 15 (Condition and maintenance of the Room);
  - clause 17 (Your conduct); or
  - clause 23 (Smoke alarms and fire protection equipment); or
- commit any unlawful act in the Building or during the Residency Period.

Without limiting clause 33, if you engage in misconduct, we may take disciplinary action, including:

- giving you a formal warning that describes the misconduct and what you must do to continue living in the Room. If you do not comply with a formal warning, we may immediately terminate this agreement under clause 33.2(a);
- charging you for any reasonable costs we incur because of the misconduct, including amounts set out in the Accommodation Fee Schedule;

Example: If you damage any painted, carpeted or tiled surfaces or any furniture, fixtures or fittings in the Room, the Building (including outside areas) or the Common Property, you may have to pay to clean, repair or replace them. You may also have to pay for any work needed to restore the area to its original condition. This may include our co-ordination costs.

- imposing additional conditions on your continued occupation of the Room;
- notifying relevant authorities, including the police; and
- if the misconduct cannot be rectified, is illegal or, in our opinion, causes serious distress to other residents or staff, immediately terminating this agreement under clause 33.2(a).

Part 6 Security, safety and wellbeing

20. Security

(a) You must keep the Room secure at all times.

(b) You must not leave doors unlocked or windows open to allow unauthorised access to the Building.

(c) We are not responsible for any theft, loss or damage to your property, unless it is caused or contributed to by our acts or omissions.

21. Locks, keys and security access cards

21.1 Lost keys and security access cards

You must tell us immediately if any door locks, keys or security access cards are lost or damaged.

21.2 Assistance for lock outs

If you lock yourself out of the Room or the Building:

Outside Business Hours (UNSW Colleges)	Contact the Duty Tutor for your college: • Upper Campus Duty Tutor (Basser, Baxter, Colombo House, Fig Tree Hall and Goldstein) on 0488959218; or • Lower Campus Duty Tutor (UNSW Hall and International House) on 0491374745.
Outside Business Hours (UNSW Apartments):	Contact UNSW Protective Services on +61 2 9385 6666. They will charge you a lock out fee, which you must pay to them at the time of the lock out.
During Business Hours:	Contact the UNSW Student Accommodation by attending the Gate 5 Accommodation Office

21.3 Your obligations relating to keys and security access cards

You must not:

- ✗ change any locks in the Room or the Building; or
- ✗ share security access cards, keys or security access codes with any residents or non-residents.

You must pay the following costs, except for fair wear and tear:

- repairing any damage to door locks for the Room, if you or your guests caused or contributed to the damage;
- replacing any key or security access cards we issued to you that are lost, damaged or misplaced. The cost is set out in the Accommodation Fee Schedule; and
- replacing any key or security access card we issued to you, if you do not return it to us in person on or before the End Date or the date this agreement is terminated under clause 33 (whichever is earlier).

22. CCTV monitoring

(a) We use closed-circuit television (**CCTV**) in and around the Building. CCTV may record images in Common Property, external areas, and entry and exit points. It may also operate in other designated areas. CCTV is not installed in private Rooms or bathrooms.

(b) We may collect, use, disclose and store CCTV footage:

(i) to enhance the security of University premises and persons on University premises;

(ii) to protect the assets and property of UNSW and persons on University premises, including residents, employees, students and visitors;

(iii) to assist in the identification and prosecution (or taking of other disciplinary steps) of persons in relation to criminal or other misconduct;

(iv) to assist in deterring potential offenders;

(v) to assist in investigating incidents in and around campus;

(vi) to monitor incidents, events, emergencies and critical incidents as they unfold; and

(vii) for statistical and analytical purposes (for example, counting the number of persons using a particular area of the UNSW campus).

(c) We manage CCTV footage in line with applicable privacy laws and University policies including the Estate Management Camera Surveillance Procedure.

(d) You must not interfere with any CCTV equipment. This includes blocking, damaging or tampering with it.

(e) By entering or living in the Building, you acknowledge and consent to CCTV operating in line with this clause.

23. Smoke alarms & fire protection equipment

23.1 Fire safety obligations

You must not:

- ✗ remove, tamper with or obstruct any smoke alarm or other fire protection equipment in the Building;
- ✗ do anything in the Room, the Building or Common Property that creates a fire risk or hazard; or

ⓘ For example, you must not:

- use heaters in a way that creates a fire hazard. This includes drying clothes on or near heaters, or placing heaters close to curtains or soft furnishings;
- use travel adapters or electrical appliances that do not comply with Australian standards or that we reasonably consider unsafe or likely to create a fire, electrical or safety risk in the Building; or
- put lithium-ion batteries in regular bins. You must dispose of them at a designated recycling centres or hazardous waste facility. Lithium-ion batteries are used in devices such as laptops, phones and electric vehicles.

- ✗ use heaters with exposed elements, small fan heaters or bar heaters. You may only use enclosed column heaters with a maximum power output of 1,200 watts. We may require you to remove any heater that does not comply. If you do not remove the heater within a reasonable time, we may enter the Room and remove it.

If you do not comply with clause 23.1, we may immediately terminate this agreement under clause 33.2(a).

23.2 Consequences of non-compliance

(a) You must pay the cost of any false fire alarm attendance caused by you or your guests.

(b) If you do not comply with clause 23.2, we may immediately terminate this agreement under clause 33.2(a).

23.3 Prohibited items

The following items are not allowed in the Room, the Building or Common Property because they pose a fire risk:

- ✗ electric bikes or electric scooters (including use, charging or storage);
- ✗ candles, incense or oil burners or any item with a naked or contained flame; and
- ✗ flammable materials not commonly used for personal care or laundry, unless you have obtained our written permission.

If you do not comply with clause 23.3, we may immediately terminate this agreement under clause 33.2(a).

24. Emergency evacuation assistance

If you have an injury or medical condition during the Residency Period that may affect your ability to evacuate the Building safely (for example, difficulty using stairs due to a broken leg), you must tell us by email sent to accommodation@unsw.edu.au. This allows us to prepare a suitable evacuation plan for you.

25. Wellbeing check

We may monitor access to the Building (for example, swipe card use) to support safety and wellbeing.

If we notice any unusual activity or extended inactivity, or if a parent, friend or family contacts us with concerns about your wellbeing, we may take reasonable steps to check on you. This includes contacting you by phone or email or knocking on your door.

If we have reasonable concerns for your safety or the safety of other residents, we may open your door or direct UNSW Protective Services to open your door to ensure safety and wellbeing.

26. Safety plans

(a) We may require you to follow a safety plan if we reasonably consider it necessary to support your safety or wellbeing or the safety or wellbeing of others. This may include a safety plan put in place under the National Higher Education Code to Prevent and Respond to Gender-based Violence or following your discharge from hospital, rehabilitation or other care.

(b) You must comply with any safety plan we give you.

(c) We may terminate this agreement under clause 33.2 if:

(i) you do not comply with a safety plan; or

(ii) we reasonably consider that it is not possible to implement or maintain an effective safety plan for you.

Part 7 Access to the Room and operations

27. Access to the Room and Building

27.1 Our right to access the Room

We may enter the Room for any reason we consider reasonably necessary, including to:

- carry out repairs and maintenance;
- inspect the Room;
- show the room to prospective occupants;
- address security concerns; or
- respond to an actual or suspected Emergency

We will give you reasonable notice before entering the Room, unless it is not reasonably practicable to do so.

27.2 Cleaning and condition following inspection

If we find the Room is not in the same condition and repair as at the Start Date (allowing for fair wear and tear), we may give you 3 Business Days to clean the Room. We may then inspect it again. If the Room is still not in the same condition and repair as at the Start Date, we may arrange for professional cleaning or rubbish removal and charge you the reasonable cost.

For example, you may be responsible for professional cleaning or rubbish removal if we find:

- mould in the Room or communal spaces of the UNSW Apartment;
- rubbish not removed from your Room or communal spaces of the UNSW Apartment;
- items obstructing emergency exits or accessways; or
- grime, mould or other residue in the shower, shower door or bathroom.

27.3 Access by us or tradespeople

You must:

- co-operate with us and our tradespeople as reasonably required when access to the Room or Common Property is needed; and
- immediately call UNSW Protective Services on +61 2 9385 6666 if you cannot verify the identity of any tradesperson seeking access to the Room or the Building.

Part 8 Services and utilities

28. Utilities and internet

(a) The Accommodation Fee includes data use and utilities.

(b) You must not remove, damage or misuse any networking infrastructure in the Room or on Common Property.

29. Parcel deliveries

You must not send parcels to the Gate 5 Accommodation Office.

Parcel Lockers are available for residents of Basser College, Fig Tree Hall, Colombo House, Goldstein College, UNSW Hall, University Terraces and International House. To use a parcel locker, you must register through My Parcel Locker using an Australian mobile phone number.

Parcel Lockers are not available for residents of Jacaranda Hall, Cowper Street Apartments, and High Street Apartments. If you live in one of those residences, you are responsible for arranging delivery, collection and storage of your parcels.

30. Car parking

(a) Limited paid car parking is available on request for residents of Cowper Street Apartments and High Street Apartments. Those residents can apply for a parking permit by contacting the UNSW Student Accommodation Office. Parking is subject to availability. We may place you on a waiting list if parking is full.

(b) If we give you a parking permit, you must pay the Car Parking Fee per Term. If you use the parking permit for only part of a Term, we may adjust the Car Parking Fee on a pro-rata basis.

(c) If we give you a parking permit, you must park in the area we designate and comply with all applicable parking rules and requirements we notify you about from time to time. We may suspend or cancel your parking permit if you do not comply.

(d) If we give you a parking permit, we will issue you with a parking access card after you pay the Parking Access Card Fee. You must return the parking access card when your parking permit ends, or whenever we ask you to do so. If the parking access card is lost, stolen, damaged or requires replacement for any reason, you must pay a further one-off, non-refundable fee of $50 for each replacement parking access card we issue.

Part 9 Fees, payments and your financial responsibilities

31. Accommodation Fees

31.1 Paying your Accommodation Fees

(a) You must pay the Accommodation Fees for your Room Type and Accommodation Type by the due dates in the Payment Schedule, which we will email you. You must pay the full amount without deduction or set-off.

(b) You must use the payment methods set out in the Accommodation Fee Schedule, or any other method we tell you about.

31.2 Payment plans

(a) We may agree to a payment plan if you can show financial need. However, we are not required to offer a payment plan. Any payment plan must be agreed in writing before it starts.

(b) If we agree to a payment plan, this agreement will change only as needed to give effect to the payment plan.

32. Your financial responsibilities

32.1 Payment obligations

You must promptly pay all amounts you are required to pay under this agreement by the due date. This includes all fees set out in the Accommodation Fee Schedule.

At any time, including after this agreement ends, we may invoice you for:

- reasonable costs to repair any loss or damage to the Room, the Building or the communal space at the UNSW Apartment or UNSW Colleges (if applicable), caused by you or your guests. This includes repairing or replacing damaged or missing furniture, furnishings or fittings (except fair wear and tear);

- reasonable costs for cleaning or rubbish removal needed because of an act or omission by you or your guests. It includes cleaning or rubbish removal from the communal spaces of the UNSW Apartment or UNSW Colleges (if applicable); and

- any Accommodation Fee and other amounts payable under this agreement, including any outstanding amounts.

32.2 Payment reminders

If you do not pay any amount by the due date, we will send reminders as follows:

- **First Reminder**: sent immediately after the due date. You will have a 2-week grace period.
- **Second Reminder**: sent if payment is still outstanding. You will have another 2-week grace period.
- **Final Reminder**: sent after the second grace period (**Final Reminder**). Payment is due within 1 week.

32.3 Consequences of non-payment

To protect our legitimate business interests, if you still do not pay any amount you owe after the Final Reminder, we may:

- place a block on your myUNSW student account; and
- terminate this agreement under clause 33.2.

A block on your myUNSW student account will prevent you from accessing these services until the amount owing is paid:

- exam results;
- buildings and computer labs;
- library services;
- official transcripts or other official UNSW documents; and
- graduation or re-enrolment.

We may also take other action to recover the amount. This clause continues to apply after this agreement ends.

32.4 Financial hardship

If you are experiencing financial hardship, you should contact UNSW Student Support Advisors. UNSW also offers free and confidential wellbeing support through the Psychology and Wellness team.

Part 10 Ending this agreement

33. Termination

33.1 Termination by you

If you want to terminate this agreement before the End Date, you must:

- ✓ pay the relevant Cancellation Fee set out in Annexure B; and
- ✓ give us written notice for at least the period set out in Annexure B.

This agreement terminates at the end of that notice period.

33.2 Termination by us

We may terminate this agreement before the End Date:

(a) immediately, by giving you written notice, if you breach any clause of this agreement that gives us a right to immediate termination, including:

Clause	Subject
17.1	UNSW Code of Conduct and Values
17.3	Serious misconduct
18.2	Illegal drugs and weapons prohibited
19	Consequences of misconduct
23	Smoke alarms & fire protection equipment

(b) by giving you at least one weeks' written notice if you:

(i) are not confirmed as a Student by the Census Date (being the date published on the UNSW website when students become financially liable for their courses for the relevant teaching period);

(ii) stop being an enrolled Student;

(iii) do not move in and occupy the Room within 10 days of the Start Date, without our written approval to delay your move in;

(iv) enter into a sub-licence arrangement for the Room in breach of clause 4, or we reasonably believe you have permanently vacated the Room before the End Date without giving us notice;

(v) breach this agreement and the breach cannot be remedied;

(vi) breach this agreement and do not remedy the breach within the time stated in our written; or

(vii) do not pay any amount you owe under this agreement within 14 days after receiving a demand for payment; or

(c) without limiting clauses 33.2(a) or 33.2(b), by giving you written notice that takes effect on the date stated in the notice, if your continued occupation poses a threat to the safety, welfare or quiet enjoyment of you or other residents in the Building.

34. Cancellation Fee and other charges for termination

(a) If you terminate this agreement under clauses 6.3 or 33.1, or we terminate it under clause 33.2:

(i) you must pay the Cancellation Fee;

(ii) we will refund any Room Fees you have paid in advance, less:

(A) the Cancellation Fee; and

(B) any other fee or amounts you owe under this agreement that remain unpaid at the termination date; and

(iii) we will not refund the Advance Payment on Acceptance of Offer.

(b) The parties agree that the Cancellation Fee is a genuine pre-estimate of our loss resulting from early termination and is reasonably required to protect our legitimate business interests.

(c) This clause 34 does not release you from paying costs and expenses you have incurred under this agreement up to the termination date.

35. Replacement resident

35.1 Process for finding a replacement resident

(a) If this agreement ends before the End Date:

(i) you may ask us to select a replacement resident from our wait list (if there is one); or

(ii) if there is no waiting list, you may propose a replacement resident to occupy the Room, but that person must:

(A) be currently enrolled as a Student;

(B) not already be a resident under an existing accommodation agreement with us;

(C) complete the College interview process, if the accommodation is at UNSW Colleges;

(D) enter into a residential accommodation agreement in form reasonably required by us for at least the remaining part of the Residency Period; and

(E) pay any applicable fees (for example, the Application Fee set out in the Accommodation Fee Schedule).

(b) We are not required to accept a replacement resident unless:

- ✓ you have paid all outstanding Accommodation Fees and all other fees and charges under this agreement up to the date the replacement resident must start paying accommodation fees for the Room; and
- ✓ the proposed replacement resident is acceptable to us, acting reasonably.

35.2 Your acknowledgement about finding a replacement resident

You acknowledge that it may be difficult to find a suitable replacement resident at certain times during the Residency Period. For example, it may be difficult during Term 3. If no suitable replacement resident is found, you may be required to continue paying the Room Fee for the rest of the Residency Period. This is necessary to protect our legitimate business interests.

36. Moving out procedures and obligations

36.1 End of occupancy obligations

On or before the End Date or the date this agreement is terminated under clause 33 (whichever is earlier), you must:

- ✓ vacate the Room;
- ✓ remove all of your property;
- ✓ fix any damage you or your guests caused to the Room or the Common Property, so they are in the same condition and repair as at the Start Date (allowing for fair wear and tear); and
- ✓ return the Room in the same condition and repair as at the Start Date (allowing for fair wear and tear);
- ✓ leave the Room and the nearby Common Property clean and free from rubbish (including cigarette butts); and
- ✓ if you live in a UNSW Apartment, ensure (with the other residents) that the communal areas are left tidy and in good condition and repair (allowing for fair wear and tear).

36.2 Consequences of failing to comply

If you do not comply with clause 36.1 by the End Date or the date this agreement is terminated under clause 33 (whichever is earlier):

(a) you must pay an overstay fee to us on demand. The fee is set out in the Accommodation Fee Schedule and applies from that date until you have fully complied with your obligations;

(b) we are not responsible for any items left in the accommodation;

(c) you agree that cleaners may dispose of any personal items, including food, left in the Room or the Building; and

(d) UNSW Protective Services may evict you immediately.

Part 11 Legal, Privacy and administrative matters

37. Failure to perform

If you do not promptly comply with your obligations under this agreement, or you do not do so properly, we may do anything you should have done in your place. You must reimburse us on demand for any reasonable costs and expenses we incur.

38. Privacy

38.1 Using your personal information

We may collect, use and disclose your personal information in accordance with the UNSW Student Privacy Statement to provide residential services. This includes:

(a) using your photo to issue your UNSW Student Identification Card and to manage your access and use of the Room, the Building and Common Property;

(b) using your academic record to confirm your enrolment status as a Student and for any purpose related to your occupation of the Room;

(c) contacting the person you nominate as your “parent/guardian/next of kin” in your application form, if we reasonably believe there is a serious concern about your health or wellbeing. You must tell us if this contact changes; and

(d) to:

(i) respond to concerns regarding your health, safety or wellbeing;

(ii) facilitate support, welfare checks, risk assessments or safety planning;

(iii) respond to allegations, disclosures or reports of misconduct, including gender-based violence, sexual misconduct, domestic and family violence; or

(iv) assist us to meet our legal, regulatory or duty of care obligations.

Where reasonably necessary to support your health, safety or wellbeing, we may contact you directly to offer support or assistance.

38.2 Consent to recordings and publicity

You:

- ✓ consent to us recording your participation in UNSW Student Accommodation activities and events (including by video and photography) for use in UNSW educational, promotional and editorial material, including publications, websites and social media;
- ✓ agree that all rights in those recordings belong to UNSW and we may use them as we choose; and
- ✓ waive all moral rights in relation to those recordings to the extent permitted by law.

38.3 CCTV monitoring

We may also collect personal information through CCTV as described in clause 22.

39. Academic performance – applicable to UNSW Colleges

If you are a UNSW or UNSW College Student living in the UNSW Colleges, you acknowledge and agree that we may access your academic results. We may use this information to check your academic progress and offer support if needed. This may include referring you to academic or wellbeing services or other support.

40. Notices

(a) A notice or other communication must be:

(i) in writing, in English and signed by or on behalf of the sender;

(ii) if you are the recipient, sent to your UNSW Student email address;

(iii) if we are the recipient, sent to accommodation@unsw.edu.au.

(b) A notice or other communication sent by email is taken to be received (unless otherwise proved):

(i) if sent before 4:30pm on a Business Day, on the day it is sent;

(ii) if sent after 4:30pm on a Business Day, on the next Business Day; or

(iii) if sent on a day that is not a Business Day, on the next Business Day.

(c) We may change our email address for service by giving you written notice.

41. General

(a) In this agreement:

(i) words include the singular and plural;

(ii) defined words include other grammatical forms;

(iii) "includes" and “including” mean “including but not limited to”;

(iv) $ or dollars means Australian dollars unless otherwise stated;

(v) a reference to:

(A) a person includes a partnership, a joint venture, an unincorporated association, a corporation and a government or statutory body or Authority;

(B) a party includes the party's legal personal representatives, successors, assigns and parties substituted by novation;

(C) any legislation includes any modification or replacement and subordinate legislation; and

(D) this or any other document includes the document as novated, varied or replaced.

(b) A party will not be disadvantaged in interpreting a clause just because they wrote, proposed or would benefit from it.

(c) If something is due on a day that is not a Business Day, then it can be done on or by the next Business Day.

(d) A reference to a term used in the Agreement Details which is not otherwise defined has the meaning given in the Agreement Details.

(e) Any provision of this agreement that is intended to apply after termination or expiry continues to apply.

(f) This agreement is the entire agreement between the parties and replaces all prior oral and written communications about its subject matter.

(g) If we delay or choose not to exercise a right under this agreement, or only exercise it partly, we can still exercise that right later and enforce our other rights.

(h) Any waiver or change to this agreement must be in writing and signed by both parties.

(i) If we excuse a breach or accept late payment, this does not waive that breach, excuse future breaches, or create a precedent.

(j) The terms of this agreement are severable. Any term of this agreement that is wholly or partially unenforceable, unlawful or void is severed to the extent that it is unenforceable, unlawful or void. The rest of this agreement remains in force.

(k) This agreement is governed by the Laws of New South Wales. The parties submit to the exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia.

Part 12 Definitions

In this agreement, unless otherwise indicated by the context:

Accommodation Fee means the accommodation fees and other charges set out in the Accommodation Fee Schedule or elsewhere in this agreement.

Accommodation Fee Schedule means the schedule in Annexure A that sets out the Accommodation Fees and other charges you must pay.

Advance Payment on Acceptance of Offer means the fee of that name in the Accommodation Fee Schedule or elsewhere in this agreement.

Agreement Details means the schedule at the front of this agreement that sets out your details and other information relating to the Room.

Building means the accommodation building identified in the Agreement Details where the Room is located.

Business Hours means 8:30am to 4:30pm, as we may change from time to time.

Business Day means a day that is not a Saturday, Sunday or public holiday in New South Wales.

Cancellation Fee means the applicable cancellation fee set out in Annexure B.

Car Park Fee means the car park fee set out in the Accommodation Fee Schedule.

Start Date means the Start Date set out in the Agreement Details.

Common Property means the parts of the Building that we make available for shared use by occupants and other authorised persons, and that are not leased or licensed to anyone else.

Condition Report means the report we give you that records the condition of the Room and any furnishings at the Start Date.

Emergency means a situation where, in our reasonable opinion, action is needed to protect people's health, safety or welfare, or to prevent or reduce damage to property or the environment.

End Date means:

(a) the End Date set out in the Agreement Details; or

(b) a later date to which the End Date is extended under clause 9(a), as agreed by us in writing.

GST has the meaning given in it in the GST Law.

GST Law means *the A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any related legislation or regulation.

Guarantee Deed Poll means the guarantee required under clause 7 in the form in Annexure C.

Handbook means the handbook issued by the UNSW Student Accommodation office to that explains how the accommodation operates.

myUNSW means the UNSW website platform that provides services and resources to students and staff.

NIDA means the National Institute of Dramatic Art.

Residency Period means the period from the Start Date to the End Date.

Room means the room of the Room Type set out in the Agreement Details in the Building that:

(a) we allocate to you under clause 10.1(a); or

(b) any replacement Room we later notify you in writing may occupy under clauses 10.2 or 10.3,

If the Room Type is shared, Room also includes any communal space in the UNSW Apartment.

Room Fees means the Application Fee, the Advance Payment on Acceptance of Offer and the Accommodation Fee set out in the Accommodation Fee Schedule.

Student means a person who is enrolled, or will be enrolled, at the Start Date, at UNSW, UNSW College or NIDA.

Summer Period means all or part of the period between the end of Term 3 in one UNSW academic year and the start of Term 1 in the next UNSW academic year.

Term means a teaching period identified as a term in the UNSW academic calendar on the UNSW website.

UNSW means the University of New South Wales (ABN 57 195 873 179).

UNSW Apartments means Barker Street Apartments, Cowper St Apartments, High Street Apartments, University Terraces, or any one of them.

UNSW Code of Conduct and Values means the document titled *Code of Conduct and Values* available https://www.unsw.edu.au/governance/policy/browse-a-z, which sets out the standards of behaviour and ethics expected within the UNSW community.

UNSW College means UNSW Global Pty Limited ABN 62 086 418 582, trading as UNSW College.

UNSW Colleges means Basser College, Goldstein College, Fig Tree Hall, Philip Baxter College, Colombo House, International House and UNSW Hall, or any one of them.

UNSW Maintenance means UNSW Student Accommodation maintenance staff and UNSW Facilities Maintenance staff responsible for repairs and maintenance.

UNSW Student Accommodation means student accommodation owned, operated and managed by UNSW, including UNSW Apartments and UNSW Colleges.

UNSW Student Accommodation Office means the office that manages UNSW Student Accommodation.

UNSW Protective Services means the UNSW Protective Services team that provides 24-hour campus security and monitoring.

us, **we** or **our** means UNSW.

you or **your** means the person identified in the Agreement Details.

Annexure A Accommodation Fee Schedule

1. **Fee Schedule**

Category	Fee	Amount (incl. GST)
Application	Application Fee	$50
Accommodation	Advance Payment on Acceptance of Offer[1]	$1,500
	Accommodation Fee	As set out in the Agreement Details
	Annual Exit Cleaning Fee[2]	$70
Optional Services	Gown Fee[3]	$66
	Car Parking Fee[4]	$200 per term for one car park
	Parking Access Card Fee	$50 one-off fee $50 for any replacement card
Administration	Room Transfer Fee	$200
	Late Payment Fee	$25 per day
Replacement Costs	Replacement swipe card or key	$25 to $620, or actual replacement cost
	Replacement lock	$200 to $340, or actual replacement cost
Damage and Remediation	Additional cleaning or rubbish removal	Cost plus labour and/or call-out fee
	Damage to Room or missing items	Cost plus labour and/or call-out fee, or replacement cost
Safety and Compliance	False fire alarm attendance	As set by Fire Authorities (currently approximately $1,900)
Occupancy	Overstay fee	$250 per day or part day
Other	Any other fees or charges specified in this agreement	As applicable

Notes:

1 This amount will be applied to your final instalment.

2 Applies to University Terraces, Barker Street Apartments, Cowper St Apartments and High Street Apartments only.

3 For residents of Basser College, Goldstein College, Philip Baxter College and Fig Tree Hall only.

4 Applies to Cowper St Apartments and High Street Apartments only.

2. **What is included in Room Fees**

Room Fees include:

- Your right to occupy the Room, with furniture and fittings listed in the Condition Report;
- use of the Common Property, including the computer room, study areas and social spaces; and
- reasonable internet access and utilities (including electricity and water), subject to clause 28.

3. **Important points about the Accommodation Fees and your re-admission**

(a) Re-admission to accommodation in later years is not automatic. We will assess your application and consider your compliance with this agreement.

(b) If you do not pay amounts due under this agreement, we may place a block on your myUNSW student account under clause 32.3.

4. Payment of Accounts

Payment Methods

(a) Unless paragraph 4(d) of this Annexure A applies, you must pay as required by the payment schedule we email you. Payments must be made at least monthly and in advance. We do not accept payments more frequently (for example, weekly or fortnightly). Use another instalment method if we approve.

(b) We will contact you about all financial matters relating to this agreement, even if someone else pays your fees (such as your parents, guardians or a third party).

(c) You must ensure payments are made and cleared by the due dates. Allow at least 2 Business Days for BPAY payments.

(d) Despite paragraph 4(a) of this Annexure A, you must pay your Room Fee upfront payment (for the full year or per Term) if your offer letter requires this.

Statements

(e) We will email your statement of account to you. At your request, we may also send it to your parent or guardian. We will send your first invoice before the Start Date, and then every 28 days.

(f) We will communicate with you using your UNSW zMail account. You must check this account regularly.

Annexure B Termination Fees

Termination by you

Circumstances	Notice Period	Cancellation Fee
Domestic & international students: Agreement signed, Residency Period not started and you cancel more than 14 days' before the Start Date.	You give at least 14 days' written notice before the Start Date and complete the Early Cancellation Request Form.	None. We will refund the Advance Payment.
Domestic & international students: Agreement signed, Residency Period not started and you cancel less than 14 days' before the Start Date.	You must give 14 days' written notice and complete the Early Cancellation Request Form.	Advance Payment on Acceptance of Offer ($1,500) will be charged.
Domestic students only: Agreement signed but you do not receive an offer from UNSW or NIDA.	You must give notice within 48 hours after the main round offers are released by UNSW and NIDA and provide written evidence that you did not receive an offer.	None, unless you fail to give notice or provide supporting evidence. If so, the Advance Payment on Acceptance of Offer ($1,500) will be charged.
International students only: Agreement signed, but you does not receive an offer from UNSW or NIDA.	You must give notice within 48 hours after receiving written notice from UNSW or NIDA of the refusal and provide evidence.	None, unless you fail to give notice or provide supporting evidence. If so, the Advance Payment on Acceptance of Offer ($1,500) will be charged.
International students only: Agreement signed, Residency Period not started and your visa application is refused.	You must give notice within 48 hours after receiving written notice of the visa refusal and provide evidence.	None, unless you fail to provide the required notice and/or support documentation. If so, the Advance Payment on Acceptance of Offer ($1,500) will be charged.
International students only: Agreement signed, and Residency Period commenced but you do not receive visa approval.	Notice must be given within 48 hours of receiving written notification that your visa application has been refused. Support documentation in the form of written evidence of visa refusal must be supplied.	Advance Payment on Acceptance of Offer ($1,500) will be charged.
Domestic & international students: Residency Period started.	You must give 4 weeks' written notice.	You must continue to pay the Accommodation Fee until the end of the Residency Period, unless a replacement resident is approved under clause 35. If a replacement resident is approved, your obligation to pay ends on the date the replacement resident starts paying the Accommodation Fee for the Room.

Termination by us

Circumstances	Notice Period	Cancellation Fee
Termination under clause 33.2(a)	No notice required.	You must continue to pay the Accommodation Fee until the end of the Residency Period. If a replacement resident is approved under clause 35, your obligation to pay the Accommodation Fee ends on the date the replacement resident starts paying the Accommodation Fee for the Room.
Termination under clause 33.2(b)	1 week.	You must continue to pay the Accommodation Fee until the end of the Residency Period. If a replacement resident is approved under clause 35, your obligation to pay the Accommodation Fee ends on the date the replacement resident starts paying the Accommodation Fee for the Room.

Annexure C Guarantee Deed Poll



Important Information

If you are under 18 years of age when you enter into the UNSW Student Accommodation Licence Agreement, your Guarantor must complete this Deed Poll. For more information, see clause 7 of the Licence Agreement.

Instructions for signing this Deed Poll are included at the end of this document.

Key Details

Guarantee Deed Poll made by Guarantor	Guarantor's name	[insert full name of Guarantor] [and] [insert full name of Guarantor] (**Guarantor**)
	Guarantor's Address	[Unit no.] [Street no.] [Street name] [SUBURB] [STATE] [POST CODE] [COUNTRY]
	Guarantor Email	[email]
For the benefit of	Name	University of New South Wales (**UNSW**)
	ABN	57 195 873 179
Licence Agreement	UNSW Student Accommodation 2027 Licence Agreement entered into (or to be entered into) between the Owner and the Resident.	
Resident Details	Name of Resident	[insert] (**Resident**)
	Guarantor's Relationship to Resident	[insert]

General Terms

I/we agree as follows:

1. I/we make this Guarantee Deed Poll (**Guarantee**) in favour of UNSW. It is legally binding once I/we sign it.
2. At my/our request, UNSW has entered into, or will enter into, the Licence Agreement with the Resident. In consideration, I/we unconditionally and irrevocably guarantee to UNSW:
   (a) the Resident will perform all obligations under the Licence Agreement; and
   (b) i/we will pay as a debt due on demand all amounts the Resident owes under the Licence Agreement that remain unpaid,

   (**Guarantor's Obligations**).
3. If any payment, transaction or Licence Agreement (or any part of it) is void, voidable or unenforceable:
   (a) my/our liability under this Guarantee continues as it was valid and enforceable; and
   (b) I/we will promptly do anything reasonably required by UNSW to restore UNSW's benefit under this Guarantee to the position it would have been in if the issue had not occurred.

4. UNSW may enforce the Guarantor's Obligations without first taking action against the Resident or enforcing any security the Resident has provided under the Licence Agreement.

5. I/we must pay UNSW, on written demand, all reasonable costs and expenses UNSW incurs in exercising or attempting to exercise its rights under this Guarantee.

6. The Guarantor's Obligations are continuing, irrevocable and unconditional.

7. If there is more than one Guarantor, each Guarantor is liable both individually and jointly under this Guarantee.

Executed as a deed poll.

Signed, sealed and delivered by the Guarantor in the presence of:

.....	.....
Signature of Guarantor	Signature of witness
.....	.....
Name of Guarantor	Name of witness
.....	.....
Date	Address of witness
	.....
	Date

☐ This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of *the Electronic Transactions Act 2000* (NSW).

Signed, sealed and delivered by the Guarantor in the presence of:

.....	.....
Signature of Guarantor	Signature of witness
.....	.....
Name of Guarantor	Name of witness
.....	.....
Date	Address of witness
	.....
	Date

☐ This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of *the Electronic Transactions Act 2000* (NSW).

Deed Poll signing instructions

Signing the Deed Poll

You must sign this Deed Poll in the space indicated in the presence of a suitable witness.

Who can witness your signature?

- **Witness requirement:** A suitable person must witness you sign the Deed Poll.
- **Suitable witness criteria:** A suitable witness must:
  - be 18 years or older;
  - see you physically sign the Deed Poll;
  - be of sound mind;
  - not be a party to or have any financial interest in the Deed Poll; and
  - have known you for at least one year or taken reasonable steps to verify your identity. To verify your identity, the witness might ask you to provide an identity document containing your photo, such as a driver's licence or passport.
- **Witness actions:** The witness must watch you sign the Deed Poll, sign the Deed Poll in the space provided and tick the electronic witnessing box, if relevant.

Electronic signing and witnessing

- **Electronic signature:** The Deed Poll can be signed electronically
- **Witnessing using audio-visual link**: Witnessing can take place via audio-visual link. When witnessing via audio-visual link, the witness must:
  - ☐ verify your identity.
  - ☐ observe you signing the document in real time.
  - ☐ be satisfied that the document they sign is the same as or a copy of the document you sign.
  - ☐ countersign as soon as possible.
  - ☐ tick the box beneath their signature confirming that the document was witnessed in accordance with section 14G of the *Electronic Transactions Act 2000 (NSW)*.