UNSW Student Accommodation

2025 Licence Agreement

Please read this document carefully. It contains important information about Your legal obligations.

If You have any questions about this agreement, please speak to UNSW Student Accommodation or seek advice from an independent person.

By clicking the acceptance button on the UNSW Student Accommodation Application Portal or by signing below, You agree to be bound by the terms of this agreement.

This Agreement is between the University of New South Wales (ABN 57 195 873 179) (referred to as 'UNSW', 'Us' or 'We') and the person specified below ('You' or 'Your') and consists of the Licence Agreement Details set out below and the attached Licence Agreement Terms (the Terms).

Licence Agreement Details			
Your Details			
Surname		**First Name**	
UNSW zID			
Phone Number			
Email			
Accommodation Details			
Building			
Room Type			
Accommodation Type		**Catered**	
Fees and Duration of Accommodation			
Accommodation Fees			
Commencement Date			
Termination Date			
• **Note that if You have been offered a Term Agreement You will need to provide Us with evidence that You will be completing Your course at the end of the Term. If You are not able to meet this requirement, the Residency Period will automatically revert to the full accommodation term for the relevant accommodation type– see clause 4(b) for further details.**			

Signature _____

Print Name _____ Date: _____

Licence Agreement Terms

1. Interpretation

If a capitalised term is used in this Agreement, it has the meaning given to it in either the Agreement Details or clause 26.2 of this Agreement.

2. Enrolment Status

(a) You must be either:

(i) a Student when You sign this Agreement; or

(ii) entitled to be a Student on and from the Commencement Date,

and you must continue to be a Student until the Termination Date.

(b) If You are not enrolled as a Student when You sign this Agreement, You must notify Us within:

(i) 5 Business Days of the date You receive confirmation of Your enrollment as a Student; or

(ii) 48 hours after you are notified that You have not been accepted as a Student and you must provide supporting documentation in the form on written evidence of no offer.

(c) You must also notify Us within 5 Business Days if You cease to be a Student at any time during Your Residency Period.

(d) If You do not receive confirmation of Your enrollment as a Student, this Agreement will automatically terminate from the date on which You notify Us in accordance with clause 2(b)(ii) and you must vacate the Room and pay the Cancellation Fee set out in Annexure B.

3. Your Right to Occupy the Room

3.1 Your Right

We grant You a licence to reside in the Room and to access the Common Property on the terms of this Agreement.

3.2 Minor

If, at the time of entering into this Agreement, you are under the age of 18 years:

(a) you must arrange for a person over the age of 18 years to complete the Guarantee and return the signed Guarantee to the UNSW Student Accommodation Office on or before entering into this Agreement; and

(b) subject to the other provisions of this Agreement, this Agreement only becomes valid and binding on Us if the signed Guarantee referred to in clause 3.2(a) has been returned to the UNSW Student Accommodation Office.

3.3 Allocation of Your Room

The Room in the Building which You are entitled to occupy under this Agreement will be allocated to You by Us before Your Commencement Date. Whilst the Room Type and Accommodation Type will be set out in the Accommodation Details, the exact location of the Room allocated to You will be within Our absolute discretion.

3.4 Furnishings in Room

(a) You acknowledge that Your Room will be partially furnished, and You will be responsible for providing any additional furniture, equipment and other items required by You, subject to any restrictions that are set out in this Agreement.

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

(c) You must not move large objects or furniture through Common Property unless You have notified Us and given Us an opportunity to have Our representative attend the move.

3.5 No Tenancy

This Agreement and Your right to occupy the Room and access the Common Property is not a lease and does not give You any estate or interest or any right as a tenant in all or part of the Building or furniture and the legal possession and control of the Room and the rest of the Building will at all times remain with Us.

3.6 Vacancies

(a) You must only reside in the Room allocated to You and You may not move into any other room in the Building without Our consent (which must not be unreasonably withheld).

(b) Room vacancies within the Building that occur during Your Residency Period will be advertised by Us and We will determine the incoming resident in Our absolute discretion.

3.7 Bar fridge

(a) You must notify the UNSW Student Accommodation Office if You keep a bar fridge in your Room.

(b) You acknowledge that You must pay the Bar fridge fee specified in the Accommodation Fee Schedule if You keep a bar fridge in your Room.

4. Residency Period

(a) You may only occupy the Room from the Commencement Date (and We will notify You of the time on that day after which You may move in) until 10am on the Termination Date, unless We agree in writing to extend Your Termination Date.

(b) If the Agreement Details indicate that the Residency Period is for a single Term/s (Term 1, Term 2, Term 3) You must provide Us with evidence that You will be completing Your course at the end of the chosen Term by the start of your Licence Agreement. If You are not able to provide this evidence or do not meet this requirement, the residency period will automatically revert to the full accommodation term for the relevant accommodation type.

5. Changes to Your Allocated Room

5.1 You may request a Room Change

You may request a transfer to an alternative room within the Building or the accommodation by completing Our Residency Transfer Form and paying the room transfer fee set out in the Accommodation Fee Schedule. We will consider Your request provided there is alternative accommodation available and seek the Dean's approval (where applicable). We may require You to enter into a new licence agreement setting out the details for the alternative accommodation.

5.2 When You may need to move

For the Summer Period or Repairs

(a) We may move You to another Room in a Building on Campus of equal or better standard by giving You at least 14 days' notice where circumstance allow at any time:

(i) during the Summer Period; or

(ii) if We consider it reasonably necessary or desirable to do so (for example, if We need to undertake repairs or maintenance, to avoid difficulties between residents in the Building, to cater for the specific needs of a resident or if We require the Room for other purposes).

Immediate move or Relocation

(b) We may temporarily relocate You to another Room if We consider it is reasonably necessary in the best interests of other residents or because of misconduct or a health and safety hazard, or if We consider it is reasonably necessary so that We can investigate or respond to allegations of misconduct or a health and safety hazard. A relocation under this clause may be effective immediately, or on notice, depending on the relevant circumstances and the nature of any conduct or health and safety issues. Misconduct can include, but is not limited to, creating a disturbance during an exam period.

(c) Despite clause 5.2(a), We may without notice move or temporarily relocate You to another Room in a Building on Campus in an actual or suspected Emergency.

Responsibility

(d) If We give You notice to move or temporarily relocate, You must comply with that notice within the

specified period and if You do not, We may arrange to move Your possessions to the alternative room or to storage (if required).

(e) If We require You to temporarily relocate, You must vacate the temporary room and return to the Room as and when directed to do so by Us. If You fail to do so, We may after providing you with at least 48 hours' notice of Our intention to do so unless in an Emergency, arrange to move Your possessions to the alternative room or to storage (if required).

(f) Subject to clause 5.2(g), the terms of this Agreement continue to apply if You move to another Room.

(g) If for any reason You move into:

(i) a room type that has a lower accommodation fee than the Room, then You will pay the lower accommodation fee while You occupy that room; or

(ii) a room type of a higher standard that has a higher accommodation fee than the Room because You have requested to change rooms under clause 5.1, then You will, subject to agreement with Us, pay the higher room fee until the Termination Date.

6. Accommodation Fees

6.1 Your obligation to pay the Accommodation Fees

(a) You must pay the Accommodation Fees relevant to Your Room Type and Accommodation Type without deduction or set-off.

(b) You must pay the Accommodation Fees using the payment methods set out in the Accommodation Fee Schedule or as otherwise notified by Us from time to time.

6.2 Payment Plan

Despite the payment terms in Annexure A, We may, but are not obliged to, enter into a specific payment plan with You if You can demonstrate a financial need. However, any payment plans must be agreed by Us and You prior to the payment plan starting. The terms of this Agreement will be changed to the extent required to give effect to such a payment plan.

7. Your Financial Responsibility

(a) You must promptly pay all amounts required to be paid by You under this Agreement, including all fees set out in the Accommodation Fee Schedule.

(b) At any time (including following termination of this Agreement) We may issue an invoice to You for:

(i) reasonable costs associated with repairing any loss or damage to the Room or Building caused or contributed to by You or your guest or invitee or attributable to the communal space of the UNSW Apartment (if applicable) or UNSW Colleges communal space (if applicable), including costs associated with repairing or replacing any damaged or missing furniture, furnishings or fittings (except fair wear and tear);

(ii) reasonable costs associated with any necessary cleaning or rubbish removal needed because of an act or omission of You, your guest or invitee or attributable to the communal space of the UNSW Apartment (if applicable) or UNSW Colleges communal space (if applicable); and

(iii) the Accommodation Fee and any other fee payable under this Agreement, including any outstanding payments.

(c) In order to protect the legitimate business interests of UNSW, if You fail pay any amounts You are liable for under this Agreement (including payment of an invoice issued under clause 7(b), provided that We have sent You at least 3 payment reminders, We may at any time, in Our absolute discretion, place a block on your myUNSW student account which will prevent you from accessing the following services:

(i) Exam results

(ii) Access to buildings and computer labs

(iii) Access to Library Services

(iv) Official transcripts or any other official documentation issued by UNSW

(v) Graduation or re-enrolment (whichever is applicable),

until such time that the failure has been rectified. If We take this action, it does not prejudice Our

right to seek other remedies.

This clause continues to apply even if this Agreement is terminated.

AS AN EXAMPLE, when We invoice You for the Room Fee You have 2 weeks to pay. If You fail to pay, We will send You a second reminder requesting payment within 2 weeks. If You fail to pay after the second reminder, We will send you a third and final reminder requesting payment in 1 week. If You do not pay by the due date, We may place a block on your myUNSW student account under this clause 7(c). In addition to this right, We may consider terminating this Agreement under clause 19.2.

8. Condition and Maintenance of the Room

8.1 Condition report

(a) We make the Room available to You in the condition set out in the Condition Report.

(b) You must inspect the Room and complete the Condition Report within two (2) Business Days of the Commencement Date. Failure to complete the Condition Report could mean You are liable for any pre-existing damage at the end of this Agreement.

8.2 Maintenance of Room and Building

(a) You must:

(i) keep the Room and the Common Property in a reasonably clean and tidy state at all times;

(ii) remove Your and Your guests' rubbish from the Room, Building and Common Property promptly and so it is deposited in the communal rubbish areas allocated by Us for collection and garbage chutes are used in accordance with the pasted instructions near the chutes;

(iii) notify Us as soon as practicable of any damage to the Room or the Common Property;

(iv) not attach any: thing, item furniture, fixture or fitting (including posters, pictures and wall hangings);

(v) not hang washing, toweling, bedding, clothing or other articles on any part of the Room (e.g., on the balcony) so that it may be seen from outside the Building;

(vi) not store any personal items, including furniture, bicycles, clotheslines and suitcases (temporarily or permanently) in Common Property or on the balcony of the Room. This does not include outdoor furniture; and

(vii) not alter or add to the Building without Our prior written consent.

(b) You are responsible for all costs reasonably required to make good any damage to the Room so that it is in the same condition and repair as the Room was in (subject to fair wear and tear) at the Commencement Date as shown in the Condition Report.

AS AN EXAMPLE, attaching posters, pictures, hooks, nails and wall hangings to the Room can result in damage that may cost up to $1,000 to repair if We need to patch and re-paint the Room to fix the damage.

8.3 Maintenance obligations if you live in a UNSW Apartment

(a) This clause 8.3 applies if you live in a UNSW Apartment.

(b) If You live in a UNSW Apartment, You are responsible for working together with Your flatmates to keep the communal spaces of the UNSW Apartment free from rubbish and in a reasonably clean and tidy state at all times.

(c) The fortnightly cleaning charge included in your Accommodation Fee does not include rubbish removal or additional cleaning required if the communal space is found to be excessively dirty.

(d) If the cleaner notifies Us that the communal spaces of the UNSW Apartment are excessively dirty or have rubbish, We may carry out an inspection of the Apartment under clause 13.

(e) You acknowledge that You and your flatmates are **EQUALLY LIABLE** for any charges for the communal spaces of the UNSW Apartment charged by Us under this Agreement (including rubbish removal, excessive cleaning or damage).

9. Repairs

(a) You are directly responsible for the reasonable costs associated with repairing or rectifying the Room during the Residency Period due to damage caused or contributed to by You, your guest or invitee. These costs may include but are not limited to the costs of attendances and services provided by UNSW Security, UNSW Maintenance and any non-UNSW tradesperson such as a locksmith, plumber, electrician, glazier, pest control and fire brigade. You will not be responsible for any costs where the attendances and services are the result of reasonable wear and tear to the Room or are the result of circumstances beyond Your control.

(b) You may be charged for a service call if an appointment for repairs is made by either You or Us (provided any notice required under this Agreement has been given to You by Us) and the attending tradesperson(s) cannot gain access due to Your unavailability.

(c) For non-urgent repairs and urgent repairs needed during Business Hours, You must contact the UNSW Student Accommodation Office. The UNSW Student Accommodation Office will review any non-urgent repairs submitted outside of Business Hours, as soon as practicable during Business Hours.

(d) For urgent repairs outside Business Hours, You must contact UNSW Security on 9385 6666, who are responsible for coordinating a response.

10. Use of Room and Conduct

10.1 Your obligations

(a) You acknowledge that:

(i) the UNSW Student Code of Conduct applies to any conduct in the Building and You must comply with Your obligations under that Code; and

(ii) You have access to the UNSW Student Accommodation Handbook outlining the broader philosophy and operations applicable to the Building and the accommodation. The Handbook does not form part of this Agreement.

If We determine You have breached the UNSW Student Code of Conduct, then that will constitute a breach of this Agreement and We may (amongst other things) immediately terminate this Agreement and the provisions of clause 19 will apply.

(b) You must:

(i) present to the UNSW Student Accommodation Office an original photo identification (such as a passport, driver's licence or student ID) along with a copy of such photo ID for Our records when You check-in or within 72 hours of checking-in;

(ii) ensure Your contact details are kept up to date by updating Your contact details on the Student Accommodation Office database or advising the UNSW Student Accommodation Office of any changes;

(iii) comply with Our reasonable directions and cooperate with Us in Our response to:

A. any actual or suspected Emergency; and

B. COVID-19 or other pandemic, epidemic, local disease outbreak, public health emergency or quarantine including, without limitation, if requested by Us:

i. wearing face masks, checking-in and being screened before entering the Building in accordance with any reasonable processes requested by Us; and

ii. complying with all laws and the requirements of NSW Health including public health orders and safety plans;

(iv) complete, when reasonably advised, the accommodation induction process. This includes completing online modules prior to checking-in and attending at least one orientation session within one month of checking-in (or otherwise at the earliest available session during the Term);

(v) obey all laws relating to residing in and using the Room and Building, comply with any lawful notice issued by any authority relating to the Room and Building and will notify Us within 5 Business Days of any notice received;

(vi) comply with Our reasonable directions and quiet hours requirements during any official

University exam periods; and

(vii) be adequately clothed when on Common Property and balconies.

(c) You must not:

(i) threaten, abuse, intimidate or harass any member of UNSW staff, any other resident, tradesperson, contractor (such as cleaning or catering staff) or co-occupant(s) including either directly or through online, social media or other means;

(ii) distribute, sell, manufacture or use any illegal drugs or substance or prescription medication (other than for its intended purpose), or any equipment used for such illegal drugs, substances or medications. If You are found to be in possession of any illegal drugs, substance or prescription medication (other than medication prescribed to you). We may (amongst other things) immediately confiscate them and may report the incident to the police;

(iii) use or keep any weapons (sword, knives etc) or firearms (guns etc) or any implements associated with their use in the Room, Building or Common Property;

(iv) smoke or vape any substance (including medication prescribed to you) in Your Room, the Building or Common Property, including the outside areas of the Building;

NOTE – it is prohibited under the University's Smoke-Free Environment Policy to smoke or vape on any University premises and grounds.

(v) create any unreasonable noise in or around the Building that is likely to interfere with the peaceful enjoyment of any other residents, any other person using the Building, any neighbours of the Building or the public;

(vi) use language or behave in a way which might offend or embarrass others using the Building or Common Property;

(vii) participate in any behaviour that is illegal whilst in the Room, Building or Common Property;

(viii) throw or leave any rubbish, dirt, dust or other materials on Common Property that may interfere with the peaceful enjoyment of another resident in the Building. In particular, You must not litter the Building and its surrounds and the Common Property with cigarette butts;

(ix) keep any pets in the Room or elsewhere in the Building. Pets includes all animals, fish, birds and reptiles, but does not include any guide dog or hearing dog that You have notified us of before entering into this Agreement;

(x) use (or allow to another person to use) a BBQ or any other cooking equipment on the balcony of the Room;

(xi) connect or make use of any networking devices on the data ports provided (for example: networking routers, hubs, switches) or interfere with any of the UNSW networking devices installed in Your Room or in the Building;

(xii) cause or allow any damage to (or make any additions or improvements to) any structure that is part of Common Property without Our written permission;

(xiii) allow any child under Your control to play on Common Property areas inside the Building unless under the immediate supervision of a responsible adult. This does not stop children from playing unsupervised on Common Property areas outside the Building that are not dangerous (e.g. a lawn); or

(xiv) use any part of Common Property as your own garden or cause or allow any damage to any lawn, garden, tree, shrub, plant or flower on Common Property.

(d) If You fail to comply with any of the provisions of clauses 10.1(c)(i)-(iii) (inclusive), then We may immediately terminate this Agreement and the provisions of clause 19 will apply.

10.2 Alcohol

(a) You must not:

(i) possess or consume alcohol if You are under the age of 18 years;

(ii) supply alcohol to any person under the age of 18 years;

(iii) consume or store alcohol in any designated alcohol-free zones in the Room, Building or Common Property;

(iv) manufacture, sell or distribute alcohol in the Building;

(v) consume alcohol in a way that interferes with the welfare of others, causes disruption, disrepute or damage, or is likely to bring the reputation of UNSW into disrepute or damage property; and

(vi) do or permit any other things that are inconsistent with the responsible consumption of alcohol.

(b) Drinking games and competitions are not permitted in any part of UNSW Colleges including in any Room and/or the Common Property.

10.3 Consequences of misconduct

(a) Without limitation, You will be guilty of misconduct if You:

(i) repeatedly breach a term of this Agreement;

(ii) breach any of Your responsibilities under clause 8 (Condition and Maintenance of Room), clause 10 (Use of Room and Conduct) or clause 17 (Smoke Alarms and Fire Protection Equipment); or

(iii) break any law at the Building or during the term of this Agreement.

(b) Without limiting clause 19, in the event of misconduct, We may carry out disciplinary action including:

(i) issuing a warning notice notifying You of the misconduct and the steps required by You to ensure Your continued occupation of the Room;

(ii) charging You for any reasonable costs incurred by Us in respect of the misconduct, including but not limited to the amounts specified in the Accommodation Fee Schedule;

AS AN EXAMPLE, if you damage painted, carpeted or tiled surfaces, furniture, fixtures or fittings in Your Room, the Building (including outside the Building) or on Common Property, You may be liable to pay costs associated with any cleaning, repair or replacement and the co-ordination of the remediation required to return the room to its original condition.

(iii) imposing additional conditions on Your continued occupation of the Room; or

(iv) notifying relevant authorities, including the police; and

(v) in the event of misconduct that cannot be rectified, or is illegal, or which, in Our opinion, has caused serious distress to other residents or staff, immediately terminating this Agreement and the provisions of clause 19 will apply.

(c) If You fail to comply with any warning notice or additional conditions referred to in clause 10.3(b) then We may elect to immediately terminate this Agreement and the provisions of clause 19 will apply.

11. Security

11.1 Security and responsibilities

(a) You must ensure that the property is properly secured at all times.

(b) Under no circumstances may You permit doors to be kept unlocked or windows left open to allow casual visitors to gain access to the Building.

(c) We are not responsible for any theft or damage to any of the parts, equipment or contents of Your property, except to the extent that the theft or damage is caused or contributed to by the acts or omissions of Us.

11.2 Guests

(a) You are responsible for the conduct and behaviour of all of Your guests and invitees including any damage they cause or contribute to.

(b) You must make sure Your guests and invitees do not behave in any way which might disturb the peaceful enjoyment of another resident. This applies to behaviour of Your guests and invitees in a

Room, Building or on Common Property.

(c) You may, in exceptional circumstances, seek authority for a guest to stay overnight. Such requests must be submitted with sufficient notice for approval to the respective Dean of the College or the Operations Manager (for the Apartments and University Terraces only).

12. Liabilities

12.1 When Joint and Individual Liability arises

The Agreement Details will specify whether more than 1 resident is permitted to occupy the Room:

(a) If a single occupancy is specified, You will be solely liable for all expenses, costs, fees, charges and damage arising out of or in relation to Your occupation of the Room; and

(b) if more than one resident is permitted to occupy the Room, You are jointly and severally liable with any other resident permitted to occupy the Room for all expenses, costs, fees, charges and damage arising out of or in relation to the occupation of the Room including for any loss or damage arising from a failure by You or another resident to lock all windows and doors in the Room.

12.2 You Occupy the Room at Your own Risk

(a) You occupy and use the Room, Common Property and other parts of the Building and its facilities and services at Your own risk. You should consider taking out appropriate contents insurance for any of Your personal items held in the Building.

(b) You release Us from any claims, injury, demands, loss or damage of any kind (including any personal injury or death or loss or damage to any personal items) to You and Your guests and invitees that might be suffered or incurred whilst in or in the vicinity of the Building, except to the extent the injury, loss or damage was caused by Our negligent act or omission.

13. Access

(a) Provided We first give You reasonable notice (unless it is not practicable to give notice in the circumstances) We may enter the Room to carry out repairs, inspections and to show prospective occupants.

(b) We may conduct inspections of the Room if We consider such inspections to be reasonably necessary and will give You advance notice of the proposed inspection time.

(c) If following an inspection, We consider the Room is not in the same condition and repair as the Room was in (subject to fair wear and tear) at the Commencement Date, We may give you a further 3 Business Days to clean the Room and carry out a further inspection. If following a further inspection, We consider the Room is still not in same condition and repair as the Room was in (subject to fair wear and tear) condition at the Commencement Date, We may arrange for professional cleaners to clean the Room or remove rubbish from the Room and charge You the reasonable cleaning or rubbish removal charges.

(d) You must contact UNSW Security immediately by phone to 9385 6666 if you are not able to verify the identity of any tradesperson seeking access to the Room or the Building.

(e) You must co-operate with Us and Our tradespeople as reasonably required when the Room or Common Property needs to be accessed.

14. Our Rights

We will at all times during the Residency Period (and any holding over period) keep possession of, and full control over, the Building and will at all times have full and free access for such purposes as We may consider appropriate, acting reasonably.

15. Utilities and Internet Access

(a) Data usage and utility costs are included in the Accommodation Fee.

(b) You must not remove or damage or misuse any part of any networking infrastructure installed on the Room or Common Property.

16. Locks, Keys and Security Access Cards

(a) Except for fair wear and tear, You are responsible and liable to pay for the cost of:

(i) repairing any door locks to the Room due to damage caused or contributed to by You or Your guest or invitees;

(ii) replacing any issued key or security access cards lost, damaged or misplaced (the cost is specified in the Accommodation Fee Schedule); and

(iii) replacing any issued key or security access cards, if You fail to return Your key or any temporary security access card personally to Us on or before the Termination Date.

(b) You must immediately report the loss or damage of any door locks, keys and/or security access cards to Us.

(c) If You lock yourself out of the Room or the Building outside of Business Hours (UNSW Apartments and University Terraces), You should contact UNSW Security on 9385 6666. A lock out fee will be charged by UNSW Security and payable directly to them at the time of the lock out. If You lock yourself out of the Room or the Building during Business Hours, You will need to contact UNSW Student Accommodation.

(d) You must not change any of the locks in the Room or the Building.

17. Smoke Alarms & Fire Protection Equipment

(a) Under no circumstances may You remove, interfere with or obstruct any smoke alarm or any other fire protection equipment within the Building.

(b) You must not do anything in the Room, Building or Common Property that might result in a fire safety risk or hazard. For example, you must not:

(i) store, use or charge electric bikes or electric scooters in the Room or the Building;

(ii) use candles, incense or oil burners or any object that has either a naked or contained flame;

(iii) store any flammable materials in the Room, the Building or Common Property, except for common items for the Room or washing Your clothes or any other items which You have obtained Our written permission to keep; or

(iv) misuse heaters in any manner that would be a fire hazard. This includes drying clothes on or close to heater(s), or heaters being placed close to curtains and soft furnishings.

(c) In the interests of safety, heaters with an exposed element, small fan heaters and bar heaters are prohibited. Residents may only use enclosed column heaters with a maximum capacity not exceeding 1,200 watts with the prior consent of management.

(d) You are responsible and liable to pay for the cost of any false fire alarm attendances triggered by You or Your guests or Your invitees.

(e) If You fail to comply with any of the provisions of this clause 17 then We may immediately terminate this Agreement and the provisions of clause 19 will apply.

18. Insects

You agree that while We will reasonably attempt to ensure that the Room is insect free, We are not responsible for any insect infestation that may occur after the Commencement Date.

19. Early Termination

19.1 Termination by You

You may terminate this Agreement prior to the Termination Date by paying the Cancellation Fee and giving Us written notice of at least the applicable notice period specified in Annexure B and the Agreement will terminate on and from the end of that notice period.

19.2 Termination by Us

(a) We may terminate this Agreement prior to the Termination Date:

(i) immediately if You breach any of the provisions in this Agreement which provide Us with the right to immediately terminate, being clauses 10.1(a), 10.1(c)(i)-(iii), 10.3 or 17;

(ii) by giving You at least one (1) weeks' notice if You;

A. fail to be confirmed as a Student by the Census Date, being the date notified by Us on the UNSW website when students become financially liable for the courses they have enrolled in for the relevant teaching period;

B. cease to be an enrolled Student;

C. fail to move in and occupy the Room within 10 days of Your Commencement Date and We have not given You approval in writing to delay Your move in;

D. have entered into a formal or informal sub-licence arrangement in relation to Your Room in breach of clause 21; or in Our reasonable opinion, have permanently vacated the Room before the Termination Date and You have not given Us prior notice;

E. commit a breach of Your obligations under this Agreement which is not capable of being remedied;

F. breach any of Your obligations under this Agreement and fail to remedy that breach to Our reasonable satisfaction within the time period specified in a notice from Us to You specifying the breach; and

G. failing to pay any of the amounts owed under this Agreement within fourteen (14) days' after receiving a demand for payment; or

(iii) without limiting clauses 19.2(a)-(b), by notice to You effective on the date specified in the notice, if Your continued occupation poses a threat to the safety, welfare or quiet enjoyment of the other residents in the Building.

19.3 Cancellation Fee and other charges for early termination

(a) If You terminate this Agreement under clauses 2(d) or 19.1 or We terminate this Agreement under clause 19.2:

(i) You must pay the Cancellation Fee;

(ii) We will refund any Room Fees that have been paid by You in advance less:

(A) the Cancellation Fee; and

(B) any other Fee or amount due and payable by You under this Agreement which have not been paid by You as at the effective date of termination; and

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

(b) The parties acknowledge and agree the Cancellation Fee payable by You is a genuine pre-estimate of Our loss as a result of the termination. The Cancellation Fee is required to protect the legitimate business interests of UNSW.

(c) Nothing in this clause 19 releases You from any costs and expenses You have incurred under this Agreement up to the date of termination.

19.4 Process for Replacement Resident

(a) If this Agreement is terminated prior to the Termination Date:

(i) You may ask Us to select an applicant on the waiting list (if there is any) to become a replacement resident; or

(ii) if there are no applicants on the waiting list, You may find a proposed replacement resident to occupy the Room but this person must:

(A) be currently enrolled as a Student;

(B) not be a current resident under an existing accommodation agreement with Us;

(C) complete the College interview process if it is for a UNSW Colleges;

(D) sign a residential accommodation agreement in form reasonably required by Us for at least the unexpired period of Your Residency Period; and

(E) pay any reasonable relevant fees (for example, the Application Fee specified in the Accommodation Fee Schedule).

You acknowledge that there may be times during the Residency Period where it is difficult

to find a replacement resident or there are no suitable replacement residents available. AS AN EXAMPLE, in Term 3 it can be difficult to find a replacement resident. If a suitable replacement resident cannot be found, You may be required to continue to pay the Room Fee for the remainder of the Residency Period. This is necessary to protect the legitimate business interests of UNSW.

(b) We will not be obliged to accept any replacement resident:

(i) unless and until You have paid all outstanding Accommodation Fees and all other applicable fees and charges under this Agreement as at the date on which a replacement Resident becomes liable to pay an accommodation fee to Us for Your Room; and

(ii) unless the replacement resident is acceptable to UNSW Student Accommodation, acting reasonably.

20. Moving out procedures and obligations

20.1 General End of Occupancy Obligations

(a) On or before the Termination Date, unless an extension to the Residency Period is agreed with Us in writing, You must:

(i) return the Room in the same condition and repair as the Room was in (subject to fair wear and tear) at the Commencement Date;

(ii) if You live in an Apartment ensure (jointly with other residents of that Apartment) the communal areas are left tidy and in good condition and repair (fair wear and tear excepted).

(iii) remove Your property and make good any damage You or Your guests or Your invitees caused to the Room and the Common Property, so they are in the same condition and repair as the they were in (subject to fair wear and tear) at the Commencement Date; and

(iv) make sure the Room and the immediately surrounding Common Property is clean and free from rubbish (including cigarette butts); and

(v) vacate the Room.

(b) If You do not comply with Your obligations under clause 21.3(a) by the Termination Date, You must pay an overstay fee to Us on Our demand, such overstay fee being set out in the Accommodation Fee Schedule from the Termination Date until the day You have fully complied with Your obligations under clause 21.3(a).

(c) You agree that the cleaners may dispose of any personal items including food items that are left in the Building after the Termination Date.

(d) We take no responsibility for any items left in the accommodation after the Termination Date.

(e) Failure by You to comply with clause 21.3(a) may result in immediate eviction by UNSW Security.

(f) Any provision of this Agreement that expressly or by implication is to continue after termination or expiration of this Agreement will continue.

20.2 Failure to Perform

We may do anything which You should have done under this Agreement if You do not promptly do so or, if in Our reasonable opinion, You do not do so properly. You must reimburse Us on demand for any reasonable costs and expenses incurred by UNSW under this clause.

21. No Assignment or Sublicensing

This Agreement and Your right to occupy the Room:

(a) is personal to You and must not be assigned; and

(b) may not be sub-licensed by You.

22. Privacy Consent

You consent to Us:

(a) using Your personal information (including Your photo) that You have provided to UNSW, including

disclosing Your personal information to UNSW Security, for any purpose related or incidental to Your occupation and use of, and access to, the Room, Building or Common Property;

(b) using Your academic record to confirm Your enrolment status as a Student or for any purpose related or incidental to Your occupation;

(c) notifying the person You have identified as Your "parent/guardian/next of kin" in Your application form if We consider that there is significant concern regarding Your health or well-being. You will notify UNSW Student Accommodation of any changes to this person;

(d) discussing Your account with Your "parent/guardian/next of kin" if necessary;

(e) Recording and reproducing on film, tape and by any other means (including, without limitation, still photography) You whilst observing or participating in any activity in the Accommodation or at any place outside the Accommodation, including any such activity which is organised, sponsored or promoted, recommended or endorsed by Us or by any organisation or group which is in any way associated with UNSW Student Accommodation (the **Recording**);

(f) Using the Recording (in whole or in part) to produce promotional and editorial material (the Material) relating to UNSW Student Accommodation's business, including the right to synchronise the audio from the Recording with other visual images and the vision from the Recording with other audio; and

(g) Publishing, communicating and/or permitting the communication of the Recording and the Material to the public throughout the world in all media (including, without limitation, on any website or social networking site) for educational, promotional, advertising, selling and marketing purposes related to UNSW's Student Accommodation business.

23. Notices

(a) A notice or other communication required or permitted to be given must be in writing, and in the case of a notice or communication to You, sent to Your UNSW Student email address.

(b) A notice or other communication sent by email is taken to have been given (unless otherwise proved):

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

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

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

(c) We may change Our address for service by giving notice of that change in writing to You.

(d) If You are required to give a notice to Us under this Agreement, You must send that notice to accommodation@unsw.edu.au

24. Waiver or Variation

(a) No failure to exercise and no delay in exercising any right, power or remedy under this Agreement or no single or partial exercise of any right, power or remedy will prevent any other or further exercise of that or any other right, power or remedy.

(b) The exercise of a power or right does not prevent:

(i) its future exercise; or

(ii) the exercise of any other power or right.

(c) The variation or waiver of a provision of this Agreement or a party's consent to depart from a provision by another party will be ineffective unless in writing signed by the parties.

(d) No waiver by Us of one breach of an obligation under this Agreement is a waiver of another breach of that same obligation or of any other.

(e) The demand by Us for, or acceptance by Us of an Accommodation Fee or any other money payable under this Agreement after You fail to do so is not a waiver of any earlier breach by You. The later acceptance by Us of the Accommodation Fee or other money (as appropriate) is a waiver by Us only in relation to Your failure to make that particular payment when due.

(f) Any waiver by Us must be in writing.

25. Whole Agreement

In relation to the subject matter of this Agreement:

(a) represents the entire agreement between the parties; and

(b) overrides all oral and written communications by or on behalf of any of the parties.

26. Definitions and Interpretation

26.1 Interpretation

In this Agreement, unless otherwise indicated by the context:

(a) words importing the singular include the plural and vice versa;
(b) headings are for convenience only and do not affect interpretation of this Agreement;

(c) a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Agreement;

(d) where any word or phrase is given a definite meaning in this Agreement, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;

(e) a reference to a statute, statutory provision or regulation includes all amendments, consolidations or replacements thereof;

(f) a reference to a party to a document includes that party's legal personal representatives, successors and permitted assigns; and

(g) a reference to a body, whether statutory or not:

(i) which ceases to exist;

(ii) whose powers or functions are transferred to another body; or

(iii) is a reference to the body which replaces it, or which substantially succeeds to its powers or functions.

26.2 Definitions

In this agreement, unless otherwise indicated by the context:

Accommodation Fee	means the accommodation fees and other charges specified in the Accommodation Fee Schedule or as otherwise set out in this Agreement.
Accommodation Fee Schedule	means the schedule of Accommodation Fees and charges payable by You, which is set out in Annexure A.
Advance Payment on Acceptance of Offer	means the fee of that name specified in the Accommodation Fee Schedule or as otherwise set out in this Agreement.
Agreement Details	means the schedule attached to the front of this Agreement setting out the variable information related to this Agreement such as Your details and other information related to the Room.
Building	means the accommodation building identified in the Agreement Details in which the Room is located.
Business Hours	means the hours from 8:30am to 4:30pm, as changed from time to time.
Business Day	means a day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney.
Cancellation Fee	means the applicable cancellation charge specified in Annexure B.
Commencement Date	means the Commencement Date for the Room as specified in the Agreement Details.
Common Property	means those parts of the Building specified by Us from time to time for use by occupants of the Building in common with Us and its respective employees, invitee, licensees and any other persons authorised by Us and which are not otherwise leased or licensed to any person.
Condition Report	means the condition report for the Room and the furniture (if any) as at the Commencement Date that We will provide to You.

Emergency	means a situation which, in Our reasonable opinion action is required to be taken to protect the health, safety or welfare of people or prevent or mitigate damage to property or the environment.
GST	has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
Handbook	means the handbook issued by the UNSW Student Accommodation office to You outlining the broader philosophy and operations applicable to the Room and the Building and the accommodation.
myUNSW	means the website page contained within the UNSW website providing UNSW services and resources.
NIDA	National Institute of Dramatic Art.
Residency Period	means the period starting on the Commencement Date and ending on the Termination Date.
Room	is a room of the Room Type specified in the Agreement Details in the Building which: (a) We have allocated to You in accordance with clause 3.3; or (b) any replacement Room which We notify You in writing that You are entitled to occupy in accordance with clause 5, and if the Room Type in the Agreement Details specifies the room is shared, includes any communal space of the Apartment.
Room Fees	means the Application Fee, the Advance Payment on Acceptance of Offer, the Accommodation Fee, the Bar fridge fee and other applicable charges set out in the Accommodation Fee Schedule.
Student	means a student that is enrolled or will be enrolled as at the Commencement Date at UNSW, UNSW College or NIDA.
Summer Period	means the whole or any part of the period between the end of Term 3 in an academic year of UNSW and the commencement date of Term 1 in the succeeding academic year of UNSW.
Term	means the period of each academic year identified as a term on the UNSW academic calendar published on the UNSW website.
University Terraces	means the accommodation of that name located at Gate 2, High Street UNSW Sydney NSW 2052.
UNSW	means the University of New South Wales (ABN 57 195 873 179).
UNSW Apartments	means any one or more of Barker Street Apartments, Cowper St Apartments or High Street Apartments.
UNSW College	means the entity known as 'UNSW College' and formally identified as UNSW Global Pty Limited ABN 62 086 418 582, trading as UNSW College.
UNSW Colleges	means any one or more of the following Basser College, Goldstein College, Fig Tree Hall, Philip Baxter College, Colombo House, International House or UNSW Hall.
UNSW Maintenance	means the UNSW Student Accommodation maintenance staff as well as the UNSW Facilities Maintenance staff who are responsible for repairs and maintenance in all UNSW buildings.
UNSW Student Accommodation Office	means the office managing the accommodation provided by UNSW.
UNSW Security	means the UNSW Security Services office responsible for providing a 24-hour security presence on the UNSW campus and maintaining security monitoring services.
UNSW Student Code of Conduct	means the document named 'Student Code of Conduct' available on the UNSW website stating the standard of conduct expected of students of UNSW with respect to their academic and personal conduct.

Us, We or Our	means UNSW.
Termination Date	means: (a) the 'Termination Date' specified in the Agreement Details; (b) an earlier date specified by Us if We terminate this Agreement in accordance with clause 19; or a later date agreed in writing by Us.
You or Your	means the person identified in the Agreement Details.

ANNEXURE A – Accommodation Fee Schedule

1. Room Fees

Item	Amount (incl. GST)
Application Fee	$50
Advance Payment on Acceptance of Offer[1]	$1,500
Annual Exit Cleaning Fee[2]	$70
Accommodation Fee	As noted under Agreement Details on the cover of this Agreement
Gown – for residents of Basser College, Goldstein College, Philip Baxter College and Fig Tree Hall only	$66
Bar fridge fee[3]	$45 per Term
Cowper St Apartments Car Parking fee[4]	$200 per Term for 1 car park

Notes:

1 This will be applied to the last installment.
2 University Terraces, Barker Street Apartments, Cowper St Apartments and High Street Apartments only
3 This fee is payable to compensate UNSW for the reasonable utilities costs if You keep a bar fridge in Your Room.
4 For residents of Cowper St Apartments that have obtained a parking card through UNSW Student Accommodation Office for access to 1 car park at the Cowper St Apartments residence parking.

2. What is included in Room Fees

- Occupancy of Your Room with furniture and fittings as per Condition Report.
- Use of Common Property including; the computer room, study and social spaces.
- Subject to clause 15 of the agreement, reasonable internet access and provision of utilities (i.e. electricity, water).

3. Other Fees

In addition to the Room Fees identified above, You must pay the following (as applicable):

Item	Amount (ex GST)
Late payment	$25/day
Replacement of a swipe card / key	From $25-$600, or as determined based on actual replacement costs
Replacement lock	$200 - $340, or as determined based on actual replacement costs
Additional cleaning fees if We are required to clean or remove rubbish from your Room or Common Property because You have breached this Agreement	Cost plus labour and/or call out fee

Room transfer fee if You request to change rooms (see clause 5.1)	$100
Costs of any damage to the Room (include costs for locksmiths, cleaning, electrician, plumber or pest control) or damage or missing to Our items in the Room (other than fair wear and tear) (see clause 9)	Cost plus labour and/or call out fee or replacement fee (if applicable)
False fire alarms triggered by You or Your guests or Your invitees (see clause 17)	As determined by the Fire Authorities (currently approximately $1,900)
Overstay fee If You fail to vacate by Your Termination Date	$100 per day or part thereof
Any other fees or charges specified in this Agreement that You may be liable for	

4. Important points about the Accommodation Fees and Your Re-admission

(a) The acceptance of Your application for re-admission to an accommodation for subsequent years of Your studies is not automatic and must be approved by Us. We will take into account Your compliance with the terms of this Agreement when assessing Your re-admission application.

(b) If You fail to pay the amounts You owe under this Agreement, we may place a block on your myUNSW student account in accordance with clause 7(c).

5. Payment of Accounts

Payment Methods

(a) Subject to clause 5(d), the preferred payment method for the Room Fee is an upfront payment for either the full year or per Term. Alternatively, You may pay the Room Fee on an installment basis via another approved payment method agreed to by Us.

(b) As this Agreement is with You, We will contact You in relation to any financial matters such as unpaid Accommodation Fees, regardless of who pays the fees (such as Your parents, guardians or any other third party).

(c) It is Your responsibility to ensure payments are made and cleared by the payment dates (You should allow at least two working days for BPAY payments).

(d) Despite clause 5(a) of Annexure A, You must pay your Room Fee by way of an upfront payment for the full year or per Term if required by your offer letter for Your offer of accommodation.

Statements

(e) Your statement of account will be emailed to You or, upon Your request, Your parents or guardians. Your initial invoice will be sent to You prior to the Commencement Date. Each subsequent invoice will be sent to You every 28 days.

(f) We will communicate with You via Your allocated UNSW zmail account. You are responsible for ensuring You review the emails sent by Us to this address.

ANNEXURE B – Termination Fees

Termination by You

CIRCUMSTANCE	NOTICE PERIOD	CANCELLATION FEE
Domestic & international students: Agreement signed, and Residency Period not commenced (more than 14 days' notice prior to Commencement Date).	At least 14 days' notice prior to Commencement Date. You also need to complete the Early Cancellation Request Form.	None.
Domestic & international students: Agreement signed, and Residency Period not commenced (less than 14 days' notice prior to Commencement Date).	Less than 14 days' notice prior to Commencement Date. You also need to complete the Early Cancellation Request Form.	Advance Payment on Acceptance of Offer ($1,500)
Domestic students only: Agreement signed but Student does not receive an offer from UNSW or NIDA	Notice within 48 hours after main round offers are released by UNSW's or NIDA's Admissions Centre if the student does not receive an offer. Support documentation in the form of written evidence of no offer must be supplied.	None, unless required notice and/or support documentation is not given, in which case Advance Payment on Acceptance of Offer ($1,500) charge applies.
International students only: Agreement signed but Student does not receive an offer from UNSW or NIDA	Notice within 48 hours of having an application for study declined by UNSW or NIDA. Support documentation in the form of written evidence of no offer must be supplied.	None, unless required notice and/or support documentation is not given, in which case Advance Payment on Acceptance of Offer ($1,500) charge applies.
International students only: Agreement signed, and Residency Period not commenced, and Student does not receive visa approval.	Notice within 48 hours of having an application for visa approval refused. Support documentation in the form of written evidence of visa refusal must be supplied.	None, unless required notice and/or support documentation is not given, in which case Advance Payment on Acceptance of Offer ($1,500) charge applies.
International students only: Agreement signed, and Residency Period commenced but Student does not receive visa approval.	Notice within 48 hours of having an application for visa approval refused. Support documentation in the form of written evidence of visa refusal must be supplied.	Advance Payment on Acceptance of Offer ($1,500) charge applies.
Domestic & international students: Residence Period commenced.	4 weeks' notice.	You remain responsible for and must continue to pay the Accommodation Fee until the end of the Residency Period. You will not be required to pay any charges for the Bar fridge fee or Cowper St Car Parking fee (if applicable) after the termination date. If a replacement resident is approved under clause 19.4, Your

		obligation to pay the Accommodation Fee will stop from the date that the replacement resident starts paying the accommodation fee in respect of the Room.

Termination by Us

CIRCUMSTANCE	NOTICE PERIOD	CANCELLATION FEE
Termination under clause 19.2(a)(i)	No notice required.	You remain responsible for and must continue to pay the Accommodation Fee until the end of the Residency Period. You will not be required to pay any charges for the Bar fridge fee or Cowper St Car Parking fee (if applicable) after the termination date. If a replacement resident is approved under clause 19.4, Your obligation to pay the Accommodation Fee will stop from the date that the replacement resident starts paying the accommodation fee in respect of the Room.
Termination under clause 19.2(a)(ii)	1 week.	You remain responsible for and must continue to pay the Accommodation Fee until the end of the Residency Period. You will not be required to pay any charges for the Bar fridge fee or Cowper St Car Parking fee (if applicable) after the termination date. If a replacement resident is approved under clause 19.4, Your obligation to pay the Accommodation Fee will stop from the date that the replacement resident starts paying the accommodation fee in respect of the Room.

ANNEXURE C – Guarantee

(Refer to Clause 3.2 of the Licence Agreement Terms)

Note: If you are under 18 years of age at the time of entering into this Agreement, your guarantor must complete this form.

To: UNSW STUDENT ACCOMMODATION (the Owner)

Part A - Details of Guarantor
Please print
Name of Guarantor(s): _____

_____

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

Name of Resident: _____

Relationship to Resident: _____

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

_____ [*Number and Street Name*]

_____ [*City, Post Code and Country*]

_____ [*Email and/ or contact number*]

_____ [*Number and Street Name*]

_____ [*City, Post Code and Country*]

_____ [*Email*]

_____ [*Contact number (including country and areacode)*]

Part B - Operative Provisions

(a) I/We, the Guarantor, acknowledge and agree, in consideration of the Owner entering into this Agreement with the Resident at my/our request, I/we hereby unconditionally and irrevocably guarantee to the Owner the punctual performance of all the Resident's obligations contained in the Residential Agreement and the payment to the Owner, as a debt due on demand, all amounts which are at any time due for payment and unpaid by the Resident in accordance with the terms of the Licence Agreement (**Guarantor's Obligations**).

(b) If any payment or other transaction relating to the Resident's obligations under the Licence Agreement, or the Licence Agreement (or part thereof), is void, voidable or otherwise unenforceable:

(1) the Guarantor's liability under this Guarantee is the same as if the Licence Agreement, the payment or transaction relating to the Licence Agreement was not void, voidable or otherwise unenforceable; and

(2) the Guarantor must immediately do everything reasonably required by the Owner to restore to the Owner the benefit of the Guarantor's liability under this Guarantee that would have existed but for the Licence Agreement (or part thereof) or the payment or transaction relating to the Licence Agreement being void, voidable or otherwise unenforceable.

(c) The Guarantor's Obligations may be enforced against the Guarantor without the Owner being required to first exercise any right against the Resident or enforce any security provided by the Resident under the Licence Agreement.

(d) The Guarantor must pay the Owner, on written demand by the Owner, all costs and expenses incurred by the Owner, in respect of the Owner's exercise or attempted exercise of any right under this Guarantee.

(e) The Guarantor's Obligations are continuing obligations and are irrevocable and unconditional.

(f) If the Guarantor consists of two or more persons, this Guarantee benefits and binds them separately and together.

SIGNED AS A DEED POLL

Date: _____

SIGNED BY THE GUARANTOR

Signed by the Guarantor in the presence of:

First Guarantor

_____	_____
Witness Signature	Guarantor's Signature
_____	_____
Witness' Name (please print)	Guarantor's Name (please print)

Second Guarantor (if applicable)

_____	_____
Witness Signature	Guarantor's Signature
_____	_____
Witness' Name (please print)	Guarantor's Name (please print)