



Residential Agreement Terms and Conditions

1. Grant of licence

- (a) The University of Sydney (ABN 15 211 513 464) (University) grants to the Resident for the Term a licence to reside in a room in the Residence as a lodger and use the Common Areas on the terms and conditions set out in this Agreement and the Resident accepts that grant.
- (b) The licence referred to in clause 1(a):
 - (i) is not exclusive as against the University;
 - (ii) does not give the Resident any tenancy, estate or interest in all or any part of the Room or the Residence;
 - (iii) is personal and must not be assigned; and
 - (iv) may not be sublicensed by the Resident without the prior written consent of the University.
- (c) The parties acknowledge that the *Residential Tenancies Act 2010* (NSW) (Act) does not apply to this Agreement because this Agreement is of a kind referred to in section 8 of the Act and/or the Residence is exempted from the operation of the Act under clause 20 of the *Residential Tenancies Regulation 2010* (NSW) or section 7 of the Act.

2. Operator as agent

- (a) The University may appoint (or may have appointed) an Operator as its agent to manage this Agreement on behalf of the University.
- (b) The Resident acknowledges and agrees that the rights of the University under this Agreement may be exercised by the Operator as agent for and on behalf of the University.
- (c) The Resident will accept and comply with any direction or notice issued by the Operator on behalf of the University as if they were issued by the University itself.
- (d) Where this Agreement requires or permits the Resident to submit a notice to the University then the Resident must submit such notice to the Operator (if there is an Operator).
- (e) The Operator is not a party to this Agreement.
- (f) Nothing in this clause 2 precludes the University from acting in its own right. If there are any inconsistencies between directions from the University and those from the Operator, the directions from the University will prevail.

3. Room and room allocation

- (a) Subject to the terms and conditions of this Agreement, the Resident is entitled to occupy the Room from the Commencement Date and the Resident must vacate the Room not later than the Termination Date. Where the Room Type is:
 - (i) single occupancy, the Resident may only occupy the Room as a single person and may not occupy the room in conjunction with any other person(s); or
 - (ii) twin occupancy, the Resident may only occupy the Room in conjunction with one other person who has entered into a residential agreement with the University for twin occupancy of the Room.

- (b) If the Room Type is specified in the Residential Agreement Acknowledgement as being a Catered Unit, the Room Fees will include 19 meals per week. No allowance or rebate will be made for missed meals or meals not taken.
- (c) The Resident acknowledges that the Room is furnished with the Furniture. The Resident may not add any additional furniture, furnishings, or other items (including heaters, electric blankets, lights, extra beds or mattresses) to the Room without the approval of the University.
- (d) The Residence also provides linen for the Room. The Residence will arrange for sheets and pillow cases to be changed over on a fortnightly basis, free of charge, however the Resident will need to launder their own quilt cover.
- (e) Whilst the Room Type will be as described in this Agreement, the location of the Room allocated to the Resident and the other residents within the Residence is within the absolute discretion of the University.
- (f) The University may, with not less than 7 days prior notice to the Resident (or without notice in the event of an emergency or in the case of clause 3(f)(ii)(H)), move the Resident to another room of the same Room Type or to a room of no lesser standard in the Residence:
 - (i) during the Summer Period; and
 - (ii) at any time if the University reasonably considers it necessary or desirable:
 - (A) for repair and maintenance purposes;
 - (B) for reasons of student safety or student welfare;
 - (C) in an emergency;
 - (D) to address difficulties between residents of the Residence;
 - (E) to cater for specific needs of a resident with disabilities or special health (including mental health) requirements;
 - (F) to ensure the good order of the Residence;
 - (G) for the effective economic use of the University's student accommodation resources; or
 - (H) to correct an administrative or clerical error,

and the Resident must comply with any such requirement to move to another room within the period specified by the University (acting reasonably). If the Resident fails to do so, the University may arrange to move the Resident's possessions to the alternate room or to storage (if so required).
- (g) If the University requires the Resident to move to another room under clause 3(f), the Resident will not be required to pay any Other Fee. If the relocation is temporary (as notified by the University to the Resident):
 - (i) there will be no adjustment to the Room Fee in relation to the temporary relocation; and
 - (ii) the Resident must vacate the temporary room and return to the Room as and when directed to do so by the University. If the Resident fails to do so, the University may arrange to move the Resident's possessions back to the Room or to storage (if so required).
- (h) Unless the relocation is temporary (as notified by the University to the Resident), if the University requires the Resident to move under clause 3(f) into:
 - (i) a room type that has a lower room fee than the Room, then the Resident will pay the lower room fee while they occupy that room; or

- (ii) a room type of a higher standard that has a higher room fee than the Room, then the Resident will, subject to agreement between the Resident and the University, pay the higher room fee until the Termination Date.
- (i) The Resident may reside only in the Room allocated to them by the University and may not move to another room in the Residence without the University's prior written consent which may be withheld in the University's absolute discretion. If the Resident fails to comply with this clause 3(i), then the University may immediately terminate this Agreement and the provisions of clause 17 will apply.
- (j) The Resident may request to be moved to another room and the University may agree or not agree to the request in its absolute discretion. Whether or not the request is approved, the Resident must pay to the University the request to move fee specified in the Fees Schedule.
- (k) Unless the relocation is temporary (as notified by the University to the Resident), if the Resident moves to another room for any reason (including if required to move by the University under clause 3(f) or if the University approves the Resident's request under clause 3(j)), the new room will become the Room for the purposes of this Agreement and the amount payable under clause 3(h) will become the Room Fee for the purposes of this Agreement.

4. Common Areas

- (a) Subject to this Agreement, the Resident may use the Common Areas for their intended purposes in common with the University and other residents. The Common Areas are for the use and enjoyment of all residents of the Residence.
- (b) The Resident must not obstruct access to, overload, store or leave any equipment or personal belongings in or otherwise interfere with Common Areas.
- (c) The Resident must promptly clean up any mess made by them in Common Areas (including in any kitchen areas) and must not cause any damage to any part of the Common Areas or the furniture and fittings in those areas. The Resident is responsible for any damage they cause to the Common Areas.
- (d) If the Residence has barbeques available for common use, the Resident must only use them for their intended purposes and keep them clean and tidy after each use. Barbeques and charcoal fluid are not permitted inside buildings (including any Room) in the Residence. The Resident must not move any barbeques supplied by the University or bring any barbeque or grill into any part of the Residence.
- (e) The University may carry out works to, amongst other things, alter, install, repair, maintain, remove, replace, refurbish and temporarily interrupt access to the Common Areas. The Resident may not make any claims or demands for compensation due to loss of use or enjoyment of the Common Areas in relation to such activities by the University.

5. Enrolment status

- (a) The Resident warrants that they are a Student (or will be entitled to be a Student as and from the Commencement Date) and will continue to be a Student for the Term.
- (b) By entering into the Agreement, the Resident authorises the Director (or delegate) to access the Resident's enrolment details for each academic year or each semester for the purpose of ensuring that the Resident is a Student. The Director (or delegate) will not be required to separately obtain the Resident's consent or authorisation in this regard.

- (c) The Resident acknowledges that the University has entered into this Agreement relying upon the warranty given in clause 5(a).
- (d) The Resident undertakes and agrees that if, for any reason, the Resident ceases to be a Student (or becomes disentitled to be enrolled as a Student) at any time during the Term, the Resident must notify the University immediately and the University may in its absolute discretion terminate this Agreement by giving at least 7 days' notice to the Resident.

This clause 5 does not apply if the Resident is a Short Stay Resident.

6. Academic progress

- (a) The Resident acknowledges that all residents are expected to maintain good academic progress. Continued academic failure or non-progression of an academic course may result in the termination or non-renewal of this Agreement.
- (b) By entering into the Agreement, the Resident authorises the Director (or delegate) to access the Resident's academic results (subjects and grades only) for each academic year or each semester for the dual purpose of pastoral care and to ensure the continued high academic standards of the Residence. The Director (or delegate) will not be required to separately obtain the Resident's consent or authorisation in this regard.

This clause 6 does not apply if the Resident is a Short Stay Resident.

7. Fees and payments

- (a) The Resident must pay:
 - (i) the Acceptance Fee the IHMA Fee and the SUIHAA Fee and the Room Deposit prior to the Commencement Date;
 - (ii) the Room Fee in advance, in accordance with clause 7(b);
 - (iii) if the Fees are paid by Visa or Mastercard, the credit card surcharge specified in the Fees Schedule;
 - (iv) the Other Fees payable under this Agreement; and
 - (v) any Indemnified Amounts.
- (b) Unless otherwise agreed by the University, the Resident must pay the Room Fee:
 - (i) in respect of Catered Rooms, in full within 14 days of the Commencement Date, unless the Resident enters into this Agreement less than 14 days before the Commencement Date, in which case the Resident must pay the Room Fee in full within 5 business days of signing this Agreement;
 - (ii) in respect of all other Room Types, in monthly instalments in advance commencing on the date notified by the University and on or before the dates specified in the Payment Schedule;
 - (iii) by the method nominated by the University (which may include by direct debit, online payment (via credit card) or electronic funds transfer);
 - (iv) without deduction or set-off; and
 - (v) subject to clause 16(c)(iii), for the whole of the Term whether or not the Resident resides in the Room.

- (c) The University may, but is not obliged to, enter into a specific payment plan with the Resident if the Resident can demonstrate a need for staggered or delayed payments. All payment plans require all payments to be made in advance and must be signed by the University and the Resident prior to the payment plan commencing. The terms of this Agreement will be modified to the extent required to give effect to such a payment plan.
- (d) The Resident may not challenge any Fee or Indemnified Amount if the challenge is not raised within 28 days of notice of the Fee or the Indemnified Amount (as applicable).
- (e) Unlimited internet and utility costs at an acceptable level of usage, are included in the Room Fee. The University will, acting reasonably, from time to time notify the Resident what constitutes an acceptable level of usage and the Resident will be required to pay for any utility costs incurred over and above this level of usage by the method and by the due date directed by the University.
- (f) The Resident acknowledges that there will be no reduction in any Fees payable in the event that any of the utilities or other services provided by the University in the Residence are temporarily interrupted or replaced with alternative utilities or services.
- (g) Without limiting any other provision of this Agreement, the Resident acknowledges and agrees that the University is entitled to apply any overpayment of any Fee towards the payment of any other Fee or amount due and payable by the Resident under this Agreement which have not been paid by the Resident.
- (h) Any overpayment of Fees, or any balance of such overpayment after any deduction by the University in accordance with this Agreement, will be refunded to the Resident within 60 days of termination of this Agreement.
- (i) If the Resident has not paid any of the Fees by the due date, then in addition to the consequences of non-payment set out in clause 19, the University may also charge the Resident a late fee.
- (j) Any outstanding Fees, costs incurred in collection of debts, and/or the costs of any additional cleaning, rubbish removal, damage or loss to the Residence for which the Resident is responsible will be deducted from the Room Deposit before reimbursement. The Room Deposit, less any deductions will be refunded to the Resident within 30 days of termination of this Agreement or within 30 days of the end of the Term.

8. Arrival

- (a) The Director will hold the Room allocated to the Resident until the Commencement Date provided the Resident has paid all upfront Fees referred to in this Agreement.
- (b) New Residents must arrive by the Check-in Date. Residents can arrive from 2pm on the Check-in Date, unless otherwise agreed with the University.
- (c) If the Resident fails to arrive on or after the Commencement Date or the Check-in Date, the Resident's reservation may be cancelled, and if cancelled, the provisions of clause 17 will apply.

9. Resident's responsibilities and behaviour

- (a) The Resident must:
 - (i) keep the Room in a reasonably clean and tidy state at all times;
 - (ii) notify the University as soon as practical of any damage to the Room, Furniture or the Common Areas;
 - (iii) without limiting clause 21, pay for the costs of repairing any damage the Resident causes to the Room, Furniture or the Common Areas;

- (iv) regularly check their mail box. The University will not sign for any courier or mail item on the Resident's behalf unless management agrees to collect parcels on the Resident's behalf and the Resident has signed any necessary authority or consent form to enable management to do so;
 - (v) ensure lights and other electrical equipment are turned off when not in use;
 - (vi) comply with the University's and the Operator's policies, procedures and rules (including, without limitation, the By-Laws and any Resident Handbook);
 - (vii) comply with the reasonable directions and instructions of the University, the Operator and all operational staff (including, without limitation, those designated as "Residential Life Coordinators" and "Resident Assistants" (if any));
 - (viii) complete any online educational or training module required by the University or the Operator; and
 - (ix) notify the University of any absence from the Room exceeding 48 hours. If a Resident is absent for longer than 72 hours without notification, the University may enter the Resident's Room to investigate and may report the Resident as a missing person and/or contact the Resident's next of kin.
- (b) The Resident must not:
- (i) create any noise or nuisance in or around the Residence that is likely to interfere with the peaceful enjoyment of any other residents, any other person using the Residence, any neighbours of the Residence or the public;
 - (ii) use any outdoor Common Areas before 7am or after 10pm on any day of the week;
 - (iii) attach any thing, item, furniture, fixture or fitting in the Room or the Common Areas (including posters, pictures and wall hangings);
 - (iv) alter or add to the Room or the Common Areas without the University's prior written consent;
 - (v) remove any Furniture, fixtures or fittings (including data port(s)) in the Room and/or Common Areas without the University's prior written consent;
 - (vi) damage or misuse any Furniture, fixtures or fittings (including data port(s)) in the Room and/or Common Areas;
 - (vii) cause congestion to the data network by downloading large files such as movies (and continue to do so despite a warning from Residence management);
 - (viii) smoke any substance in their Room or in the Residence, including the outside areas of the Residence;
 - (ix) possess, cultivate, supply 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 the Resident is found to be in possession of any illegal drugs, substance or prescription medication (other than for its intended purpose) the University may (amongst other things) immediately confiscate them and may report the incident to the police;
 - (x) possess any firearms or other weapons. If the Resident is found to be in possession of any firearms or weapons the University may (amongst other things) immediately confiscate them and may report the incident to the police;

- (xi) write, draw or mark any surface forming part of the Residence, including by using chalk. If the Resident is found to be responsible for any chalking or other graffiti, they will be liable for (amongst other things) the cleaning cost as an Indemnified Amount;
 - (xii) use the Residence's internet network (if any) or other parts of the Residence to conduct any criminal and/or illegal activity;
 - (xiii) unless the Room Type is specified in the Residential Agreement Acknowledgement as being a Self-Catered Unit, cook in their Room, including by using microwaves, kettles, toasters, rice cookers, electric woks, frypans or hotplates. Cooking is only permitted in designated kitchen areas;
 - (xiv) obstruct, interfere with or in any way block any building access, including any disabled access, ramps, fire doors, stairs or lifts. The University may (amongst other things) remove any items that are causing such a blockage;
 - (xv) keep any hazardous materials including aerosol paint spray cans, automotive or industrial products, chemicals, propane, kerosene or corrosive materials in their Room or anywhere in the Residence;
 - (xvi) allow any Guest or Visitor to use the laundry facilities, which are only to be used by residents of the Residence;
 - (xvii) keep any pets in their Room or elsewhere in the Residence. Pets includes all animals, fish, birds and reptiles, but does not include any guide dog or assistance animal. If the Resident does have a guide dog or assistance animal the Resident must notify the University;
 - (xviii) conduct any business of any description from their Room or the Residence, including any online business;
 - (xix) post any flyers or advertising material anywhere in the Residence without the University's approval and, if approved, only in the areas designated by the University as notice boards;
 - (xx) bring any shopping trolleys onto the Residence; or
 - (xxi) use any amplified sound equipment (including musical instruments, televisions, radio and microphones) in the outside area of the Residence (including any rooftop terrace) without express permission.
- (c) The Resident must not threaten, abuse (whether physically, verbally or otherwise), intimidate, harass, bully or carry out hazing on any member of staff of the University or the Operator, any other resident, trades people or any other person using the Residence, including either directly or through online, social media or other means. If the Resident fails to comply with this clause 9(c) then the University may immediately terminate this Agreement and the provisions of clause 17 will apply.
- (d) The Resident acknowledges that the Code of Conduct applies to conduct in all parts of the Residence including the Room and the Common Areas. If the University determines that the Resident has breached the Code of Conduct then that will constitute a breach of this Agreement and the University may (amongst other things) immediately terminate this Agreement and the provisions of clause 17 will apply.
- (e) The Resident must obey all laws relating to residing in and using the Room and the Residence, comply with any lawful notice issued by any authority and will notify the University immediately of any notice received.

10. Alcohol

- (a) The Resident must not:
 - (i) possess or consume alcohol if the Resident is under the age of 18 years;
 - (ii) supply alcohol to any person under the age of 18 years;
 - (iii) sell or distribute alcohol in the Residence; and
 - (iv) do or permit any other things that are inconsistent with the responsible consumption of alcohol.
- (b) The following are not permitted in any part of the Residence including in any room and/or the Common Areas:
 - (i) kegs;
 - (ii) alcohol apparatuses that enable a person to consume large quantities of alcohol quickly;
 - (iii) alcohol that is not specifically manufactured for human consumption;
 - (iv) drinking games; and/or
 - (v) promotional activities in cooperation or connection with alcohol suppliers.

11. Guests, Visitors, gatherings and noise restrictions

- (a) The Resident is responsible for the conduct and behaviour of all Guests and Visitors of the Resident and the Resident is liable for all expenses, costs, fees, charges and damage incurred by such Guests and Visitors including any injury or property damage they cause.
- (b) The Resident must ensure that any Guest or Visitor or other person who is in the Residence in their company complies with the Resident's obligations under this Agreement and does not do anything which the Resident is prohibited from doing by this Agreement.
- (c) The Resident may have a maximum of one Guest stay in their Room at any given time for no longer than three nights in any calendar month, provided the Resident:
 - (i) provides prior notice to the University;
 - (ii) pays the relevant fee to the University;
 - (iii) accompanies the Guest at all times and does not give the Guest any access keys; and
 - (iv) notifies and obtains the prior consent of the other apartment residents, if the Resident is living in a shared apartment.
- (d) Guests and Visitors must be identified to Residence management if requested.
- (e) All Visitors must be accompanied at all times and the ratio of visitors to resident must not exceed five to one.
- (f) Guests and Visitors must leave (and the Resident responsible for the Guest or Visitor must procure them to leave) the Residence immediately if requested to do so by Residence management whether or not this clause 11 has been complied with. Residence management may escalate the matter to security and/or police for a failure to comply with any such direction.
- (g) The Resident must at all times comply with any Party Policy.

- (h) When a Resident holds a social gathering, the Resident must comply with the following conditions, subject always to any other policy (including any Party Policy) and/or Residence management direction:
 - (i) All nights of the week: Gatherings in outdoor Common Areas must cease by 10pm;
 - (ii) Week Nights (Sunday to Thursday inclusive): Gatherings with a reasonable amount of noise may be held in rooms, outside rooms and in Common Areas until 10pm;
 - (iii) Weekend Nights (Friday & Saturday nights): Gatherings that generate a reasonable amount of noise may be held in rooms, outside rooms and in indoor Common Areas until midnight;
 - (iv) Music: Stereos, other audio devices, musical instruments (including singing) must not be used for outdoor gatherings and use of such devices is restricted to indoors (with doors closed);
 - (v) Exam Periods: During official University exam periods and any period pre-the exam periods assigned for studying (“**exam period**”), no social gatherings are to be held that may disturb other residents, except with the prior written approval of Residence management. From time to time, Common Areas may be closed and/or converted to quiet study areas, to minimise noise that may disturb residents’ study and sleep and to facilitate quiet studying during exam periods.

12. University’s access rights

- (a) The University may access the Room for any reason it considers reasonably necessary including for routine cleaning, to carry out repairs and maintenance, for security purposes, in an emergency situation (which includes where the University or the Operator has reasonable cause to be concerned for the health, safety or welfare of a Resident or any other person that may be in the Room), to carry out inspections of the Room and to show the Room to prospective residents.
- (b) If the University intends to access the Room, it will endeavour to give the Resident reasonable notice of its intention to do so, however the University is not obliged to give such notice.

13. Condition, repair and maintenance

- (a) The University makes the Room available to the Resident in clean and habitable condition.
- (b) The Resident must report any objections to the condition of the room within 2 business days after the Resident’s arrival at the Residence.
- (c) The Resident is responsible for the costs associated with repairing or rectifying the Room during the Term including the costs of attendances and services provided by University security and maintenance staff and any non-University tradesperson such as a locksmith, plumber, electrician, glazier, pest control and the fire brigade. The Resident is not permitted to arrange for repairs by their own contractors. The Resident will not be responsible where the attendances and services are the result of reasonable wear and tear to the Room or are the result of circumstances beyond the Resident’s control.
- (d) In relation to all repairs (whether or not they are urgent and whether or not they are outside business hours), the Resident must lodge a maintenance request as required and advised by the University. The Resident must not carry out any repairs themselves, including changing light bulbs.
- (e) The Resident must pay the standard cleaning fee specified in the Fees Schedule for any necessary cleaning, the need for which is caused or contributed by the Resident.

14. Security, locks and keys

- (a) The Resident is not permitted to change any of the locks in the Room.
- (b) Key cards and keys must not be duplicated or left in the card reader and/or door.
- (c) The Resident must immediately report the loss or damage of any door locks, keys and/or security access cards to the University.
- (d) If the Resident locks him/herself out of the Room, the Resident should contact the person nominated by the University and the lockout fee specified in the Fees Schedule will be charged to the Resident by the University.
- (e) Without limiting its other obligations under this Agreement, the Resident is responsible and liable to pay for the cost of:
 - (i) repairing any door locks to the Room (excluding repair required due to fair wear and tear);
 - (ii) replacing any issued key or security access cards lost, damaged or misplaced (the cost of which is specified in the Fees Schedule); and
 - (iii) replacing any issued key or security access cards if the Resident fails to return his or her key or security access card personally to the University on or before the Termination Date (or if this Agreement is terminated earlier, on that date).
- (f) The Resident agrees that the Resident is jointly and severally liable with any other residents of the Room to lock all windows and doors in the Room to prevent access from intruders.
- (g) Under no circumstances will the Resident permit doors to be kept unlocked or windows left open to enable others to gain access to the Room.
- (h) The University is not responsible for any theft or damage to any of the parts, equipment or contents of the Resident's property.

15. Smoke alarms, fire safety and emergencies

- (a) Under no circumstances will the Resident remove, interfere with, tamper or obstruct any smoke alarm, fire exit sign, fire door, fire extinguisher, evacuation plan or any other fire protection equipment within the Room or any part of the Residence.
- (b) The Resident must not do anything in connection with the Residence that might result in a fire safety risk or hazard. For example, the Resident must not:
 - (i) use electric blankets, any heater other than a heater supplied by the University, candles, open flame torches, incense or other open flame devices anywhere inside or around buildings in the Residence, including in Rooms and Common Areas; or
 - (ii) misuse the heaters in any manner that would be a fire hazard, such as by drying clothes on or close to heaters or placing heaters close to curtains or soft furnishings.
- (c) The Resident is responsible and liable to pay an Indemnified Amount for emergency services call outs triggered by the Resident or the Resident's Guest or Visitor, including any false alarms. An indicative amount for this Indemnified Amount is specified in the Fees Schedule, however this amount is indicative only and the Resident will be liable for the full Indemnified Amount.
- (d) In case of an emergency or an emergency drill, the Resident must follow instructions given by the University, the Operator and/or emergency personnel (for example, firemen and policemen).
- (e) If the Resident fails to comply with any of the provisions of this clause 15 then the University may immediately terminate this Agreement and the provisions of clause 17 will apply.

16. Termination by Resident

- (a) If the Resident wishes to terminate this Agreement:
 - (i) the Resident must give written notice of at least the applicable notice period specified in Schedule 2 and, subject to clause 16(a)(iii), the Agreement will terminate on and from the end of that notice period;
 - (ii) certain Fees already paid by the Resident will be refunded by the University if specified in Schedule 2;
 - (iii) the Resident must pay:
 - (A) the applicable cancellation charge specified in Schedule 2; and
 - (B) if the proposed termination effective date is after the Commencement Date, the Room Fee for the remainder of the Term regardless of whether the Room Fee has been paid in advance for the entire Term or is being paid by instalments (subject to clause 16(c)).
- (b) The parties acknowledge and agree that the amounts payable under clause 16(a)(iii) (as subject to clause 16(c)) are genuine pre-estimates of the University's loss as a result of the termination.
- (c) If the effective date of the Resident's proposed termination will be after the Commencement Date, then:
 - (i) the Resident may ask the University to select an applicant on the waiting list to become a replacement resident;
 - (ii) if there are no applicants on the waiting list, the Resident may find a replacement resident to occupy the Room, however that replacement resident must:
 - (A) be a Student;
 - (B) be acceptable to the University, acting in its absolute discretion; and
 - (C) agree to sign an agreement in the form required by the University (which may be on different terms and conditions to this Agreement),however nothing in this clause 16(c) will oblige the University to seek, select or agree to any replacement resident; and
 - (iii) if a replacement resident is selected and approved by the University under this clause 16(c), then to the extent that the replacement resident pays a residential fee in respect of the Room, the Resident will be released from the obligation under clause 16(a)(iii)(B) to pay the Room Fee for the remainder of the Term.
- (d) Nothing in this clause 16 releases the Resident from any costs and expenses the Resident has incurred under this Agreement including those costs or expenses incurred by the Resident under clauses 7, 13, 14 and 17(a). The University may in its absolute discretion take action under clause 19 until all costs and expenses are paid.

17. Default and early termination by University

- (a) The University may do anything which the Resident should have done under this Agreement if the Resident does not promptly do so or, if in the University's reasonable opinion, the Resident does not do so properly. The Resident must reimburse the University on demand for any costs, expenses and liabilities incurred by the University under this clause 17(a).

- (b) The University may terminate this Agreement immediately and without notice after the date of this Agreement and before the Commencement Date if the Resident is a Returning Resident and:
 - (i) the Resident breached any of the provisions of the residential agreement that preceded this Agreement; and/or
 - (ii) for reasons of student safety or student welfare.
- (c) The University may terminate this Agreement prior to the Termination Date:
 - (i) immediately if the Resident breaches any of the provisions in this Agreement which provide the University with the right to immediately terminate, being clauses 3(i), 9(c), 9(d), 15 and 18;
 - (ii) by notice to the Resident effective on the date specified in the notice if the Resident:
 - (A) breaches any of its obligations, provided the University has given the Resident a notice specifying the breach and a time period within which the breach is to be rectified, and the Resident has failed to remedy the breach to the University's satisfaction within that time period;
 - (B) commits a breach of its obligations which is not capable of being remedied; or
 - (C) fails to pay any of the amounts referred to in clauses 7, 13, 14 or 17(a) within 28 days after the due date for payment;
 - (iii) without limiting clauses 17(c)(i) or 17(c)(ii), by notice to the Resident effective on the date specified in the notice, if the University considers that the Resident's continued occupation poses a serious threat to the safety, welfare or quiet enjoyment of the other residents in the Residence;
 - (iv) by giving at least 7 days' notice to the Resident, if the Resident ceases to be a Student (or becomes disentitled to be enrolled as a Student) in accordance with clause 5(d); or
 - (v) by giving at least 3 weeks written notice to the Resident, if the University determines for any reason (acting reasonably) that it is unable to continue to provide the Room as accommodation.
- (d) If the University terminates this Agreement under clause 17(c)(v):
 - (i) the Resident will not be obliged to pay the Room Fee for the remainder of the Term or any Other Fee; and
 - (ii) the University may, without any obligation to do so, offer the Resident alternative accommodation. The Resident will not be obliged to accept the University's offer of alternative accommodation.
- (e) If the University terminates this Agreement under clauses 17(b) or 17(c) (except if the University terminates under clause 17(c)(v)), the Resident will remain responsible for the Room Fee for the remainder of the Term regardless of whether the Room Fee has been paid in advance for the entire Term or is being paid by instalments, provided that, if a replacement resident approved by the University starts paying the Room Fee, the Resident's obligation to pay the Room Fee will cease to the extent that the replacement resident pays a residential fee in respect of the Room.
- (f) Nothing in this clause 17 releases the Resident from any costs and expenses the Resident has incurred under this Agreement including those costs or expenses incurred by the Resident under clauses 7, 13, 14 and 17(a). The University may in its absolute discretion take action under clause 19 until all costs and expenses are paid.

18. Discipline and Misconduct

- (a) Without limitation, the Resident will be guilty of misconduct if they have:
 - (i) repeatedly breached a term of this Agreement;
 - (ii) breached any of their responsibilities under clause 4, clause 9 or clause 10; or
 - (iii) broken any law.
- (b) Without limiting clauses 17 or 19, in the event of misconduct, the University may carry out disciplinary action including:
 - (i) issuing a warning notice notifying the Resident of the misconduct and the steps required by the Resident to ensure their continued occupation of the Room;
 - (ii) imposing additional conditions on the Resident's continued occupation of the Room; or
 - (iii) notifying relevant authorities, including the police; and
 - (iv) in the event of misconduct that cannot be rectified, or is illegal, or which, in the University's opinion, has caused serious distress to other residents or staff, immediately terminating this Agreement and the provisions of clause 17 will apply.
- (c) If the Resident fails to comply with any warning notice or additional conditions referred to in clause 18(b) then the University may elect to immediately terminate this Agreement and the provisions of clause 17 will apply.
- (d) Without limiting any other clause of this Agreement, the University may, in its discretion (acting reasonably) charge the Resident an Indemnified Amount if the Resident breaches any provision of this Agreement.

19. Consequence of non-compliance other than or in addition to termination

- (a) Except where clause 19(b) applies, if the Resident fails to comply with, or perform all or any of their obligations under this Agreement, the University may, at any time (including after the end of the Term) and in its absolute discretion:
 - (i) withhold the Resident's academic results; and/or
 - (ii) block the Resident's access to University resources including online student internet and email services provided by the University and other University services,until such time as the relevant obligation has been complied with.
- (b) If the Resident fails to pay any of the amounts referred to in clauses 7, 13, 14 or 17(a) by the due date, the University may set-off any amounts owed to the Resident and may, in its absolute discretion:
 - (i) if the amounts remain unpaid 14 days after the due date for payment, withhold the Resident's academic results;
 - (ii) if the amounts remain unpaid 28 days after the due date for payment, the University may:
 - (A) withhold the Resident's academic results;
 - (B) block the Resident's access to University resources including online student internet and email services provided by the University and other University services; and/or

- (C) prevent the Resident from re-enrolling, graduating or receiving an offer for another course (as may be relevant),

until such time as the amounts owing have been paid.

- (c) If the University takes action under this clause 19, it does not prejudice the University's right to seek other remedies.
- (d) Except for the University's right to set-off any amounts owed to the Resident as referred to in clause 19(b), the provisions of this clause 19 do not apply if the Resident is a Short Stay Resident.

20. Moving out procedures and obligations

- (a) On or before the Termination Date (unless an extension to the Term is agreed with the University in writing prior to the expiry of the Term) or if this Agreement is terminated earlier, on or before that earlier date, the Resident must:
 - (i) return the Room to the University in the same condition and repair as the Room was in at the Commencement Date (fair wear and tear excepted);
 - (ii) remove from the Room any property belonging to the Resident;
 - (iii) return the Room to the University clean and free from rubbish;
 - (iv) return to the University all keys, swipe cards and any form of security devices to the Room and the Residence that have been issued to the Resident. If the Resident fails to do so, the Resident must pay the cost of replacing those security devices and the reconfiguration of the lock system as determined by the University;
 - (v) pay any outstanding fee; and
 - (vi) vacate the Room and the Residence.
- (b) After the Resident has vacated the Room the University will, within 7 days, inspect the Room (and Common Areas where appropriate). If the University determines, acting reasonably, that additional cleaning (including, without limitation, professional cleaning of the floor coverings) will be required and/or repairs are required and/or that any furniture is missing, the Resident will be liable to pay the cost of such additional cleaning or repair or replacement of furniture.
- (c) If the Resident does not vacate the Room as required under clause 20(a), then the Resident must pay the overstay fee specified in the Fees Schedule to the University on demand by the University, such fee being charged per day from the Termination Date until the day the Resident has fully complied with its obligations under clause 20(a).
- (d) The University takes no responsibility for items left in the Room after the Resident vacates the Room and the Resident acknowledges that the University may dispose of any such items, including food.
- (e) If the University is obliged to remove, store or dispose of any abandoned property, the University may recover from the Resident, and the Resident must pay as a debt due on demand, any costs which the University incurs in the removal, storage or disposal of any such abandoned property.
- (f) Failure by the Resident to comply with clause 20(a) may result in immediate eviction by the University's security staff.

21. Liability and indemnity

- (a) The Resident agrees to use the Room, the Common Areas and other parts of the Residence and its services at the Resident's own risk.

- (b) The Resident releases the University from, and indemnifies the University against all actions, claims and demands of any kind and from all liability which may arise in respect of any accident or damage to or loss of property (including by theft or robbery) or injury to or death of any person in or in the vicinity of the Room or the Residence except to the extent that any accident or damage to property or injury or death is caused by the University's wilful or negligent act or omission.
- (c) The Resident is responsible for contents insurance for personal items in the Room.
- (d) The Resident indemnifies the University in relation to:
 - (i) all Losses that the University directly or indirectly sustains or incurs as a result of any:
 - (A) breach by the Resident of this Agreement;
 - (B) any negligent, unlawful or wilful act or omission of the Resident; or
 - (C) property damage or personal injury caused by the Resident; and
 - (ii) without limiting clause 21(d)(i), costs and liabilities associated with:
 - (A) repairing any damage to the Room, Common Areas or any other part of the Residence (including, without limitation, damage to any floor covering) caused or contributed to by the Resident;
 - (B) repairing any damaged Furniture or replacing missing Furniture where the damage or loss was caused or contributed to by the Resident (except wear and tear);
 - (C) repairing any damage to telephone and computing infrastructure caused or contributed to by the Resident; or
 - (D) any emergency services call outs triggered by the Resident or the Resident's Guest or Visitor, including any false alarms.

22. Privacy Statement

- (a) The University is subject to the *Privacy and Personal Information Protection Act 1998* (NSW) and the *Health Records and Information Privacy Act 2002* (NSW). The University has a [Privacy Policy](#) (which includes a [Privacy Management Plan](#)) and [Privacy Procedures](#) which set out how it will comply with those Acts. Those documents are available online at: <http://sydney.edu.au/arms/privacy/index.shtml>.
- (b) In order for the University to grant the Resident a licence to reside in a room in the Residence, the Resident will be required to provide the University with personal information.
- (c) By entering into this Agreement, the Resident consents to their personal information being:
 - (i) displayed in the Residence's main secure foyer area;
 - (ii) used by the University in order to facilitate and administer this Agreement;
 - (iii) passed on to an Operator, if the University has appointed an Operator;
 - (iv) shared with other areas of the University for reasons of supporting the Resident, including to Counselling and Psychological Services (CAPS);
 - (v) used to maintain contact and keep the Resident up-to-date with information about the University and the Residence, services, events and achievements, and to seek feedback through surveys, forums and other activities, both whilst the Resident is residing in a room at the Residence and once the Resident has left the Residence;

- (vi) passed on to both the SUIHAA and the IHMA, of which the Resident will become a member by residing at the Residence, and to groups affiliated with the Residence and the University, such as alumni associations, foundations (local and overseas), Sydney University Sport and Fitness, the University of Sydney Union and other residential colleges; and
 - (vii) included on SUIHAA's secure website.
- (d) By entering into this Agreement, the Resident consents to the University or the Operator contacting the Resident's nominated next-of-kin or emergency contact person and releasing the Resident's personal information concerning their health, well-being, personal safety, enrolment status at the University and/or that the Resident is still a resident, if required for reasons of health, well-being or personal safety.

23. Photographs, filming and recording devices

- (a) The Resident acknowledges that from time to time the University or the Operator may take photographs or record and reproduce on film or tape or by other means, the Resident participating in the life of the Residence. This could include organised or non-organised activities both in and outside of the Residence (the "**Recording**").
- (b) The Resident will be asked to complete a consent as part of the online process to accept an offer from the University to reside in the Residence as a lodger, permitting the University to use any Recording for promotional materials by any means including publishing the Recording in all forms of media throughout the world for educational promotion, advertising and marketing related to the University. The Resident may withdraw their consent at any time by notification in writing to the University or, where relevant, the Operator of the Residence.
- (c) Residents and their Guests and Visitors are not permitted to:
 - (i) make or attempt to make an audio or video recording of private, non-public conversations, informal gatherings and/or meetings without the knowledge and consent of all participants the subject of such recordings. This includes, without limitation, making, attempting to make, transmitting, or attempting to transmit audio or video of any person(s) in bathrooms, showers, bedrooms, Common Areas, or other premises where there is a reasonable expectation of privacy; or
 - (ii) film or record in or into any part of a Residence without the University's prior approval.

24. CCTV Cameras

- (a) CCTV cameras may be installed in the Common Areas and will be operated by the University and, where relevant, the Operator of the Residence.
- (b) The Resident acknowledges that:
 - (i) the Resident's image may be captured by the CCTV cameras in the Common Areas; and
 - (ii) the University and, where relevant, the Operator, may access the footage captured by the CCTV cameras (which may include personal information of the Resident).
- (c) Any personal information collected by the CCTV cameras will be handled in accordance with the University's Privacy Policy (which includes a Privacy Management Plan) and Privacy Procedures, copies of which are available at: <http://sydney.edu.au/arms/privacy/index.shtml>.
- (d) The Resident acknowledges the use of the CCTV cameras in the Common Areas.

25. Minors

If, at the Commencement Date, the Resident is under the age of 18 years then:

- (a) the Resident must provide the details of his/her parent or legal guardian;
- (b) the University will forward an electronic copy of this Agreement to the Resident's parent or legal guardian; and
- (c) the Resident must ensure that his/her parent or legal guardian attends the Residence with the Resident on the Commencement Date and signs a Residential Agreement Acknowledgement.

26. Bicycle and Car Parking

- (a) The Resident must ensure that bicycles are left secured on the bicycle racks provided within the Residence. Bicycles must not be left in any other location such as in hallways, against street signs, fences or lamp posts. Any bicycles left in any location other than on the bicycle racks will be removed by the University.
- (b) The Resident acknowledges that there is no car parking included or available unless otherwise advised by the University.
- (c) If the Resident is advised by the University that car parking is available:
 - (i) the Resident may seek permission to use the car parking by written notice to the University including details of the registration number of the vehicle for which permission is sought;
 - (ii) the University may, in its absolute discretion and by written notice to the Resident, provide permission for the Resident to use the car parking;
 - (iii) the University may at any time impose such conditions on permission given under clause 26(c)(ii) as the University, in its absolute discretion, sees fit; and
 - (iv) if the Resident is given permission under clause 26(c)(ii), the Resident must:
 - (A) comply with any conditions imposed under clause 26(c)(iii);
 - (B) comply with the Resident's obligations under this Agreement as if the car parking was part of the Residence, including the Resident's obligations under clause 9;
 - (C) ensure that no other vehicles, except for the vehicle for which permission is given under clause 26(c)(ii), uses the relevant car parking;
 - (D) if the permission given under clause 26(c)(ii) is limited to a single car parking space, ensure that the vehicle for which permission is given under clause 26(c)(ii) is only parked in the allocated car parking space;
 - (E) comply with the University's requirements and directions in connection with the operation, safety and security of the car parking; and
 - (F) not do anything in relation to the car parking that could cause danger, disturbance or inconvenience to others using the car parking.

27. Summer Letting

- (a) The University may, in its absolute discretion, let rooms within the Residence for casual accommodation over the Summer Period.
- (b) The University or the Operator may notify the Resident that there is demand for the Room, offer to end this Agreement early and propose a new termination date.

- (c) If the Resident agrees to end this Agreement early:
 - (i) the new termination date will become the Termination Date for the purposes of this Agreement;
 - (ii) the Resident will not be required to pay any Other Fee as a result of the early termination; and
 - (iii) the provisions of clause 20 will apply.
- (d) The Resident will not be under any obligation to agree to early termination of this Agreement under this clause 27.
- (e) The Resident acknowledges that the University may receive a higher fee than the Room Fee for letting the Room for casual accommodation over the Summer Period and the Resident will have no claim against the University in respect of the higher fee.

28. General

- (a) This Agreement is governed by the law of the state of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that state and all courts of appeal from those courts.
- (b) 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 the Resident, sent to the Resident's email address specified in the Residential Agreement Acknowledgement or such other email address as advised by the Resident to the University.
- (c) A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the term of this Agreement continue in force.
- (d) A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.
- (e) Any present or future legislation which operates to vary an obligation or right, power or remedy of a person in connection with this Agreement is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

29. Definitions

In this Agreement:

Acceptance Fee means the acceptance fee specified in the Fees Schedule.

Agreement or Residential Agreement means the agreement between the Resident and the University comprised of the Residential Agreement Acknowledgement, these Residential Terms and Conditions and the Fees Schedule.

By-Laws means the document entitled 'By laws of International House – the University of Sydney', as varied from time to time and published on the University's website at <https://sydney.edu.au/content/dam/corporate/documents/international-house/by-laws.pdf>

Catered Room means a Room Type in respect of which catering is provided as part of the accommodation, as specified in the Residential Agreement Acknowledgement.

Check-in Date means the first day of orientation for new Residents, being the date specified in Item 2 of the Residential Agreement Acknowledgment.

Code of Conduct means the document entitled 'Code of Conduct for Students' as varied by the University from time to time and published on the University's website at <http://sydney.edu.au/policies>.

Commencement Date means the date and time specified as the commencement date in the Residential Agreement Acknowledgement.

Common Areas means those parts of the Residence that the University designates from time to time for shared or common use by all residents of the Residence.

Director means the nominated director of the Residence.

Fees means, as applicable, the Acceptance Fee, the Room Fee, and the Other Fees.

Fees Schedule means the schedule attached as Schedule 1, as varied by the University from time to time by notice to the Resident.

Furniture means any furniture or chattels in the Room supplied by the University.

Guest means a person who stays overnight with a Resident in accordance with this Agreement.

IHMA means the International House Members' Association.

IHMA Fee means the membership fee paid by the Resident to join the IHMA.

Indemnified Amounts means any amounts, other than the fees specified in the Fees Schedule, payable by the Resident to the University under this Agreement, including those payable under clause 21(d).

Losses means all actions and claims, liabilities, expenses, losses, damages and costs (including but not limited to legal costs on a full indemnity basis, whether incurred by or awarded against a party) and consequential and indirect losses and damages including those arising out of any third party claim.

New Resident means a Resident who did not occupy a student accommodation residence owned by the University on the date the University accepted the application.

Operator means the operator appointed by the University to manage and operate the Residence including managing this Agreement on behalf of the University as its agent.

Other Fees means any fee specified in the Fees Schedule, other than the Room Fee or the Acceptance Fee.

Party Policy means the policy relating to parties and other social gatherings included in the Resident Handbook, the By-Laws or as otherwise notified by the University.

Payment Schedule means the schedule in the Resident Handbook or as otherwise notified by the University setting out the dates for payment of residential fees.

Residence means the student accommodation known as International House and located at 96 City Road, Darlington, as altered, expanded or refurbished from time to time. The Residence is a hall of residence for the purposes of the *Residential Tenancies Regulation 2010* (NSW).

Resident means the person named as the resident in the Residential Agreement Acknowledgement.

Resident Handbook means any resident handbook applying to the Residence, as notified by the University to the Resident from time to time.

Residential Agreement Acknowledgement means the online form into which the Resident has inserted details, which forms part of the Residential Agreement and contains details of the Term, the Residence, the Room Type, the Room Fee and the Acceptance Fee. A hard copy of the Residential Agreement Acknowledgement will be signed by the Resident (or the Resident's parent or legal guardian if clause 25(c) applies) on arrival at the Residence.

Returning Resident means a Resident who occupied a student accommodation residence owned by the University on the date the University accepted the application.

Room means the bedroom of the Room Type allocated by the University which the Resident is entitled to reside in as a lodger in accordance with this Agreement.

Room Deposit means the amount specified as the room deposit in the Residential Agreement Acknowledgement.

Room Fee means the weekly amount specified as the room fee in the Residential Agreement Acknowledgement.

Room Type means the type of room specified in the Residential Agreement Acknowledgement.

Self-Catered Unit means a Room Type in which catering is not provided as part of the accommodation, as specified in the Residential Agreement Acknowledgement.

Short Stay Resident means a person, who is not a Student, permitted by the University to stay in a room under a residential agreement.

Student means a student of the University currently enrolled (or entitled to be enrolled) in a course of the University on a full-time basis.

SUIHAA means Sydney University International House Alumni Association

SUIHAA Fee means the membership fee paid by the Resident to join the SUIHAA.

Summer Period means the whole or any part of the period between the end of second semester in an academic year of the University and the commencement of the first semester of the succeeding academic year of the University.

Term the period that starts on the Commencement Date and ends on the Termination Date.

Termination Date means the date and time specified as the termination date in the Residential Agreement Acknowledgement.

Visitor means a person who is visiting a Resident for a short period of time and is not staying overnight (and does not include a Guest).

30. 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;
- (g) a reference to a body, whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers or functions are transferred to another body;

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

Schedule 1

Fees Schedule

Fee Type	Description	Amount
Lockout fee (key)	Fee payable under clauses 14(d) and 14(e)(ii).	\$25
Guest fee	Fee payable under clause 11(c)(ii).	\$50
IHMA Fee	Membership fee payable under clause 7(a)(i).	\$330
SUIHAA Life Membership Fee	Membership fee payable under clause 7(a)(i).	\$115
Visa or Mastercard surcharge (where applicable)	Fee payable under clause 7(a)(iii).	1.53%
Late fee	Fee payable under clause 7(i).	\$20 per week
Room Fee	Weekly rent amount, as payable under clause 7(a)(ii).	As per Residential Agreement Acknowledgement
Acceptance Fee	Non-refundable fee:	\$250
New Resident Fee	Membership fee payable under clause 7(a)(i).	\$75
Room Deposit	Amount payable upfront, as required under clause 7(a)(i)	As per Residential Agreement Acknowledgement

Indicative Indemnified Amount for Emergency Services call outs: \$1,345

Schedule 2

Circumstances of Termination by Resident

CIRCUMSTANCE	NOTICE PERIOD	FEES REFUNDABLE				CANCELLATION FEE
		ACCEPTANCE FEE	ROOM FEE	IHMA & SUIHAA FEES	ROOM DEPOSIT	
Domestic & international students: Agreement signed but Term not commenced	6 weeks prior to commencement of Term.	No	Yes, if already paid	Yes	Yes	\$200
Domestic & international students: Agreement signed but Term not commenced	Less than 6 weeks prior to commencement of Term.	No	Yes, if already paid	Yes	Yes	\$1,000
Domestic student only: Agreement signed but applicant does not receive an offer from the University of Sydney	At least 4 weeks prior to commencement of Term. Notice within 48 hours after main round offers are released by UAC if the student does not receive an offer. Support documentation in the form of written evidence of no-offer must be supplied.	No	Yes, if already paid	Yes	Yes	None, unless required notice and/or support documentation is not given, in which case \$1,000 charge applies

International student: Agreement signed but applicant does not receive an offer from the University of Sydney	At least 4 weeks prior to commencement of Term. Notice within 48 hours of having an application for study declined by the University. Support documentation in the form of written evidence of no-offer must be supplied.	No	Yes, if already paid	Yes	Yes	None, unless required notice and/or support documentation is not given, in which case \$1,000 charge applies
International student: Agreement signed but student does not receive visa approval	At least 4 weeks prior to commencement of Term. The applicant must provide evidence in writing that they have not received a visa or that their application for a visa has been declined.	No	Yes, if already paid	Yes	Yes	None, unless required notice and/or support documentation is not given, in which case \$1,000 charge applies
Domestic & international students: Term commenced	At least 4 weeks notice.	No	No, subject to clause 16(c)(iii).	No	Yes, unless all or part of it is forfeited under clause 7(j).	
Domestic & international students: Term commenced	Less than 4 weeks notice	No	No, subject to clause 16(c)(iii).	No	Yes, unless all or part of it is forfeited under clause 7(j).	